

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, April 25, 2011

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

Nancy M. Padberg – President, T.J. Prendergast, III - Vice President, Marcia Milchiker – Clerk
Thomas A. Fuentes, William O. Jay, David B. Lang, Frank M. Meldau, Eve Shieh – Student Trustee
Gary L. Poertner - Chancellor



Meeting of the Board of Trustees

April 25, 2011

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 Employment (2)
 - 2. Public Employee Discipline, Dismissal (1)
- B. Conference with Labor Negotiators (GC Section 54957.6)
 - 1. SOCCCD Faculty Association
 - a. Agency Designated Negotiator: David Bugay, Ph. D.
 - 2. California School Employees Association (CSEA)
 - a. Agency Designated Negotiator: David Bugay, Ph. D.
 - 3. Police Officers Association (POA)
 - a. Agency Designated Negotiator: David Bugay, Ph. D.
- C. 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 (1 case)
(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 David Lang

2.3 Pledge of Allegiance

Led by Trustee Marcia Milchiker

2.4 Resolutions / Presentations / Introductions

Resolution: Student Trustee: Eve Shieh

Resolution: Anita Bandekar, Saddleback College Outstanding
Classified Employee of the Year

Resolution: Jamie Smith, Irvine Valley College Outstanding
Classified Employee of the Year

Resolution: Tasha Trankiem, District Outstanding Classified
Employee of the Year

Resolution: Irvine Valley College Speech & Debate Team
2011 State and National Champions

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 Request(s) for Report(s)

4.0 DISCUSSION ITEM

4.1 SOCCCD: Humanitarian Efforts for Japan

Students of Saddleback College and Irvine Valley College will present information on humanitarian efforts for Japan.

5.0 CONSENT CALENDAR ITEMS

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

- 5.1 **SOCCCD: Board of Trustees Meeting Minutes**
Approve minutes of a regular meeting held on March 28, 2011.
- 5.2 **Irvine Valley College: Sale of Library Surplus Under \$5,000 Per Year**
Approve the sale of outdated and non-used library books. The proceeds from the sale will be returned to the IVC Library general fund book account in order to purchase new editions of titles in the subject disciplines taught on campus.
- 5.3 **Irvine Valley College: Curriculum Revisions for the 2011-12 Academic Year**
Approve curriculum changes for the 2011-12 academic year pursuant to Title 5, Section 53200 et seq.
- 5.4 **Saddleback College: James B. Utt Memorial Learning Resource Center Renovation: Change Order Requests**
Approve change order requests resulting in an increase of \$240,375 in the project cost. The revised contract total amount is \$12,539,375.00.
- 5.5 **Saddleback College: Pool Deck Replacement: Change Order No. 1**
Approve change order increasing the contract amount with Condor, Inc. in the amount of \$26,734.00. The revised contract total amount is \$1,084,734.00
- 5.6 **ATEP: Site Utility Severance and Demolition, Change Order No. 1**
Approve change order request resulting in a decrease of \$34,426.00 in the total project cost. The revised contract total amount is \$1,240,740.00.
- 5.7 **ATEP: Site Utility Severance and Demolition: Notice of Completion**
Approve notice of completion and authorize the release of retention.
- 5.8 **SOCCCD: Authorization to Voluntarily Dissolve Nonprofit Corporation**
Approve the dissolution of the nonprofit corporation known as the South Orange County Community College District Facilities Corporation.
- 5.9 **SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting**
Adopt resolution 11-10 (Exhibit A) authorizing payment to Trustee Fuentes who was absent from the March 31, 2011 Special Meeting of the Board of Trustees.
- 5.10 **SOCCCD: Purchase Order/Confirming Requisitions**
Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P11-03789 through P11-04335 amounting to \$2,889,601.39 and P12-00002 through P12-00031 amounting to \$88,747.25. Approve confirming requisitions dated March 2, 2011 through April 5, 2011 totaling \$220,007.58.

- 5.11 **SOCCCD: Payment of Bills**
Approve check no. 100969 through 102022, processed through the Orange County Department of Education, totaling \$6,711,115.45; and check no. 010067 through 010090, processed through Saddleback College Community Education, totaling \$63,741.99; and check no. 008837 through 008856, processed through Irvine Valley College Community Education, totaling \$125,301.02.
- 5.12 **SOCCCD: Transfer of Budget Appropriations**
Ratify transfer of budget appropriations as shown.
- 5.13 **SOCCCD: Budget Amendment: Adopt Resolution No. 11-08 to Amend 2010/2011 Restricted General Fund**
Adopt resolution to amend the adopted budget.
- 5.14 **SOCCCD: Gifts to the District and Foundations**
Approve acceptance of gifts.
- 5.15 **SOCCCD: March/April 2011 Contracts**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **Irvine Valley College: WIA ITA Training Provider Agreement with the Santa Ana Workforce Investment Board**
Approve the WIA ITA Training Provider Agreement between IVC and the Santa Ana Workforce Investment Board (SAWIB) that will establish IVC's eligibility to receive WIA funding and authorize SAWIB to disburse vouchers to IVC to pay for the tuition, fees, and books related to approved certificates and/or degrees.
- 6.2 **Irvine Valley College: WIA ITA Training Provider Agreement with the City of Anaheim**
Approve the WIA ITA Training Provider Agreement between IVC and the City of Anaheim that will establish IVC's eligibility to receive WIA funding and authorize the City of Anaheim to disburse vouchers to IVC to pay for the tuition, fees, and books related to approved certificates and/or degrees.
- 6.3 **Irvine Valley College: Grant Acceptance, Career Development Work-Based Learning Linkages to Professional Organizations, Year Three**
Approve the third-year award of \$666,667.00 offered from the California Community Colleges Chancellor's Office (CCCCO) for the "Career Development Work-Based Learning Linkages to Professional Organizations" grant, RFA No. 10-034-001. This multi-year granting period is from Dec. 1, 2010 through Feb. 28, 2013.
- 6.4 **Irvine Valley College: Award of Bid: Cafeteria Operation Agreement**
Approve a one year agreement with four one-year extensions with S&B Foods for cafeteria operations.

- 6.5 **Irvine Valley College: Award of Bid: Beverage Supplier/Promotion Agreement**
Approve a three year agreement with two one-year extensions with Bottler Group, LLC.
- 6.6 **Irvine Valley College: Award of Bid: Life Science Building**
Approve award of bid to Edge Development, Inc., and approve agreement in the amount of \$11,387,287.00.
- 6.7 **Saddleback College: James B. Utt Memorial Learning Resource Center Renovation Project: Amendment to Geotechnical Engineers Scope of Work**
Approve agreement amendment with American Geotechnical, changing the scope or work for an amount of \$122,592.00. The revised total contract amount is \$169,532.00.
- 6.8 **Saddleback College: Parking Bail Increase to Offset New State Legislative Surcharge Pursuant to SB 857**
Approve an increase of \$3.00 to the bail schedule for parking violations at Saddleback College.
- 6.9 **ATEP: Award of Bid: Drainage Ditch Maintenance and Repair**
Approve agreement with STL Landscape, Inc., in the amount of \$25,000.00.
- 6.10 **SOCCCD: Appointment of Audit Committee Representatives – 2011**
Appoint three Board of Trustee members to serve on the District Audit Committee. One of the three trustees will serve as the chair.
- 6.11 **SOCCCD: Invocations at District and College Events Resolution 11-11**
Adopt Resolution 11-11 regarding official policies and practices related to invocations at District and College events.
- 6.12 **SOCCCD: Agreement for Special Services for ATEP Project: McKenna Long & Aldridge, LLP**
Approve the updated agreement with McKenna Long & Aldridge, LLP, for services related to Base Realignment and Closure Act (BRAC) issues for development of ATEP site.
- 6.13 **SOCCCD: Commercial, Business, or Agency User Selection Criteria for ATEP**
Approve the Chancellor to seek and negotiate lease agreements based upon approved user criteria.
- 6.14 **SOCCCD: Education Partner Selection Criteria for ATEP**
Approve the Chancellor to seek and negotiate lease agreements based upon approved education partner criteria.

- 6.15 **SOCCCD: Demolition of Chapel at ATEP**
Approve the demolition of the chapel building and initiation of planning for a memorial.
- 6.16 **SOCCCD: Board Policy Revision: BP-4306-Calendar, BP-104-Student Member of the Board of Trustees.**
Discussion/Approval.
- 6.17 **SOCCCD: Board Policy Revision: BP-4000.4-Equal Employment Opportunity, BP-4000.6-Complaints-Harassment and Discrimination, BP-4002-Job Specification and Authorized Positions, BP-5612-Adding Courses, BP-5613-Transcripts, BP-5614-Withholding of Student Records, BP-110-Code of Ethics-Standards of Practice**
Accept for review and study.
- 6.18 **SOCCCD: Resolution No. 11-09: Retire (OPEB) Trust Fund**
Approve Resolution No. 11-09 to replace the Deputy Chancellor on the Retirement Board of Authority with the Vice Chancellor of Business Services.
- 6.19 **SOCCCD: Authorization to Seek Proposals for Lease/Leaseback Services**
Approve authorization to seek proposals.
- 6.20 **SOCCCD: Academic Personnel Actions – Regular Items**
Approve New Personnel Appointments, Authorization to Eliminate an Academic Administrative Position and/or Position Numbers, Authorization to Establish an Academic Administrative Position, Authorization to Change Organization Reporting Structure and Realignment, Change of Status, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Request to Rescind Workload Banking Leave, Resignation/Retirement/Conclusion of Employment.
- 6.21 **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 Reorganize a Classified Position, Change of Status, Out of Class Assignments, Leave of Absence, Resignation/Retirement/Conclusion of Employment, Volunteers.
- 6.22 **SOCCCD: Resolution No. 11-07 Retirement Incentive Program & Public Agency Retirement System (PARS) Agreement: Academic Employee Supplemental Retirement Plan**
Adoption of Resolution 11-07, PARS Supplementary Retirement Plan and approval of agreement for administrative services with Phase II Systems.

- 6.23 **SOCCCD: Adopt Resolution No. 11-12: Classified Employee Layoff**
Adoption of Resolution 11-12 to reduce three categorically funded classified positions through layoff.
- 6.24 **SOCCCD: Recess to Public Hearing – California School Employees Association Proposal**
Conduct a public hearing to provide an opportunity for the public to comment on the proposal from CSEA.

7.0 REPORTS

- 7.1 **Saddleback College: Speakers**
A listing of speakers for events and/or classes at Saddleback College.
- 7.2 **SOCCCD: Basic Aid Report**
Report on projected receipts and approved projects.
- 7.3 **SOCCCD: Retiree (OPEB) Trust Fund**
This report is for the period ending March 31, 2011.
- 7.4 **SOCCCD: Facilities Plan Status Report**
Status of current construction projects.
- 7.5 **SOCCCD: List of Board Requested Reports**
Reports requested by the Board of Trustees.
- 7.6 **SOCCCD: Monthly Financial Status Report**
The report displays the adopted budget, revised budget and transactions through February 28, 2011.
- 7.7 **SOCCCD: Quarterly Financial Status Report**
This report is as of March 31, 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. Associate Vice Chancellor, 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): **9:00 P.M.**

RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

APRIL 25, 2011

EVE SHIEH

STUDENT TRUSTEE

Whereas, Eve Shieh served as the elected Student Member of the South Orange County Community College District Board of Trustees for the 2010-2011 Academic Year; and

Whereas, Eve Shieh served more than 43,000 students from Saddleback College, Irvine Valley College and the Advanced Technology & Education Park with dedication and distinction while balancing coursework in international business, and active participation in campus events, including Phi Theta Kappa, the Relay for Life, the Global Village Festival, and Inter-Club Council; and

Whereas, Eve Shieh balanced the demands of her student trustee position and academic workload with community volunteering at a local animal shelter and various animal adoption events; teaching piano to children; and the application process for university admission; and

Whereas, Eve Shieh served as an advocate and information conduit for students, meeting regularly with the Board of Trustees, the Chancellor, College Presidents, and Saddleback College and Irvine Valley College student governments, ensuring that the student voice be considered and recognized as an integral part of District governance; therefore,

Be it resolved it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate Eve Shieh for her outstanding service as Student Trustee for the 2010-2011 Academic Year.

Nancy M. Padberg, President

T.J. Prendergast, III, Vice President

Marcia Milchiker, Clerk

Thomas A. Fuentes, Member

William O. Jay, Member

David B. Lang, Member

Frank M. Meldau, Member

Gary L. Poertner, Chancellor



RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

APRIL 25, 2011

ANITA BANDEKAR

SADDLEBACK COLLEGE OUTSTANDING CLASSIFIED EMPLOYEE OF THE YEAR 2009-2010

Whereas, Anita Bandekar, a senior laboratory technician in the biological sciences department of Saddleback College since 2007, is known for her unmatched attention to detail in the microbiology laboratory, and her care and concern for the success of the college's microbiology students, who are often preparing for careers in the fields of nursing and medical laboratory technology; and

Whereas, Anita Bandekar's unending initiative to create and maintain a microbiology laboratory that sets a high standard in neatness, functionality, and helpfulness to students and faculty alike can be seen in her design and implementation of a system that assures fair distribution of all lab supplies, meticulous labeling of supplies and inventory, and dedication to the highest quality; and

Whereas, Anita Bandekar's amazing organizational abilities and hard work have directly resulted in the department's ability to increase the number of microbiology sections offered from 9 to 11 per academic year, while she also pursues diverse channels of funding to ensure that supplies are available for the additional lab sections; and

Whereas, Anita Bandekar's devotion to the needs of both students and faculty is seen in myriad ways, from laundering student lab coats herself, to the rubber floor pads she researched and ordered to help an instructor whose severe back pain was exacerbated by standing on the cement classroom floors; therefore,

Be it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend Anita Bandekar for outstanding service and unique dedication to Saddleback College and bestows upon her the Saddleback College Classified Employee Outstanding Service Award for 2009-2010.

Nancy M. Padberg, President

T.J. Prendergast, III, Vice President

Marcia Milchiker, Clerk

Thomas A. Fuentes, Member

William O. Jay, Member

David B. Lang, Member

Frank M. Meldau, Member

Eve Shieh, Student Member

Gary L. Poertner, Chancellor



RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

A P R I L 2 5 , 2 0 1 1

JAMIE SMITH

IRVINE VALLEY COLLEGE
OUTSTANDING CLASSIFIED EMPLOYEE OF THE YEAR 2010-2011

*W*hereas, Jamie Smith is a Senior Lab Technician in the Physical Sciences Department at Irvine Valley College, and has been a loyal employee of the district for 22 years; and

*W*hereas, Jamie Smith's core values include respect, hard work and commitment to excellence, fairness and professionalism, noted by faculty, staff and students; and

*W*hereas, Jamie Smith seeks outside opportunities to expand her knowledge, such as completing the Environmental Management Program at UC Irvine, allowing her to serve as the Chemical Hygiene Officer at IVC; and

*W*hereas, Jamie Smith takes extra care to ensure that the chemistry labs are well organized, safe and efficient, supervising and training numerous students; and

*W*hereas, Jamie Smith also played a large part in preparing the new Chemistry Annex building, ordering equipment and supplies for its operations and coordinating its grand opening in 2010; and

*W*hereas, Jamie Smith has supported the Geology Field Studies Programs by volunteering for weekend field trips, is active in Irvine Valley College's Classified Senate, and started an employee group called Green Alternatives, which assists the college in becoming more environmentally conscious and sustainable; therefore,

*B*e it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate Jamie Smith for over 22 years of outstanding service and bestow upon her the Irvine Valley College Classified Employee Outstanding Service Award for 2010-2011.

Nancy M. Padberg, President

T.J. Prendergast, III, Vice President

Marcia Milchiker, Clerk

Thomas A. Fuentes, Member

William O. Jay, Member

David B. Lang, Member

Frank M. Meldau, Member

Eve Shieh, Student Member

Gary L. Poertner, Chancellor



RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

A P R I L 2 5 , 2 0 1 1

TASHA TRANKIEM

DISTRICT OUTSTANDING CLASSIFIED EMPLOYEE OF THE YEAR 2009-2010

Whereas, Tasha Trankiem, a programmer analyst in the Information Technology department of the South Orange County Community College District is known as a key developer of the district's legacy software which includes student information, awards management, class scheduling, and curriculum systems which serve more than 40,000 students and 2,500 employees at Saddleback College, Irvine Valley College and the Advanced Technology & Education Park (ATEP); and

Whereas, Tasha Trankiem has played a critical role in developing the district's data warehouse, inFORM, to generate reporting, and both monitor and augment student success; and

Whereas, Tasha Trankiem has been the lead analyst and programmer for State Management Information Systems and Federal 1098-t reporting; and her colleagues rely on her broad and deep knowledge of these systems; and

Whereas, Tasha Trankiem is known as the "go to" person inside District IT for processes, procedures and historical knowledge; and is equally known for her good nature, competency, and hard work ethic; and

Whereas, Tasha Trankiem seeks opportunities to share and promote her knowledge and successful use of data and IT resources with professionals from around the nation, representing our district at such conferences as HEDW (Higher Education Data Warehouse), recently attended by more than 500 institutions in 29 countries and 46 states; therefore,

Be it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend Tasha Trankiem for outstanding service and unique dedication and bestows upon her the South Orange County Community College District Classified Employee Outstanding Service Award for 2009-2010.

Nancy M. Padberg, President

T.J. Prendergast, III, Vice President

Marcia Milchiker, Clerk

Thomas A. Fuentes, Member

William O. Jay, Member

David B. Lang, Member

Frank M. Meldau, Member

Eve Shieh, Student Member

Gary L. Poertner, Chancellor



RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

APRIL 25, 2011

IRVINE VALLEY COLLEGE

SPEECH AND DEBATE TEAM
2011 STATE AND NATIONAL CHAMPIONS

Whereas, the 2010-2011 Irvine Valley College Speech and Debate Team recently won the Phi Ro Phi Community College National Championships held in Greenwich, Connecticut on April 11-16, 2011, taking a rare double gold in team sweepstakes; and

Whereas, this tournament is the largest full-service tournament in the country with 58 community colleges and 375 students competing; and

Whereas, the team won 11 awards out of 15 in the Hindman Division to place it as the top overall school in the team sweepstakes, also winning gold as the top debate squad with seven debate awards in all; and

Whereas, the National Championship team consisted of Debate Team Co-Captains Jason Hong and George Talavera, as well as team members Xavier Gomez, Kelly Kehoe, Evan Smith, Ray Craig and Sasha Lanz; and

Whereas, for the first time in a decade the IVC debate team won the state championships and the nationals in the same year; and

Whereas, the team was coached by the dedicated IVC Forensics Coaching Staff which consisted of April Griffin, Eric Garcia, Jules Throckmorton, Liza Rios, Rachel Resnick, John Lewellen, Gary Rybold and Edwin Tiongson (IVC's 2010 Coach of the Year); therefore,

Be it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate the 2010-2011 Irvine Valley College Speech and Debate Team and their coaches for their outstanding championship season and excellent representation of Irvine Valley College.

Nancy M. Padberg, President

T.J. Prendergast, III, Vice President

Marcia Milchiker, Clerk

Thomas A. Fuentes, Member

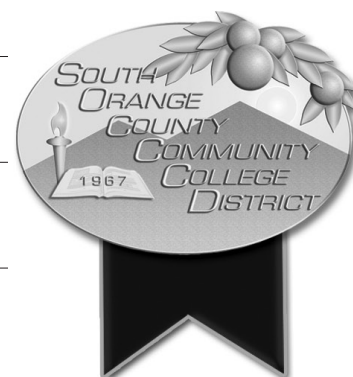
William O. Jay, Member

David B. Lang, Member

Frank M. Meldau, Member

Eve Shieh, Student Member

Gary L. Poertner, Chancellor



TO: Board of Trustees
FROM: Gary Poertner, Chancellor
RE: SOCCCD: Humanitarian Efforts for Japan
ACTION: Discussion

BACKGROUND

At the suggestion of Board President, Nancy Padberg, the topic, "Humanitarian Efforts for Japan," has been placed on the April Board agenda for information and discussion.

STATUS

Students of Saddleback College and Irvine Valley College will present information on humanitarian efforts for Japan.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

March 28, 2011 Regular Meeting of the Board of Trustees (Exhibit A)

are submitted to the Board for review and approval.

Item Submitted by: Gary L. Poertner, Chancellor

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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING
MARCH 28, 2011**

PRESENT

Members of the Board of Trustees:

Nancy M. Padberg, President
T.J. Prendergast, Vice President
Marcia Milchiker, Clerk
Thomas A. Fuentes, Member
William O. Jay, Member
David B. Lang, Member
Frank M. Meldau, Member
Eve Shieh, Student Member

Administrative Officers:

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

ABSENT

Glenn Roquemore, President Irvine Valley College

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call To Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957)
 - 1. Public Employee Discipline, Dismissal (1)
- B. Conference with Labor Negotiators (GC Section 54957.6)
 - 1. SOCCCD Faculty Association
 - a. Agency Designated Negotiator: David Bugay, Ph. D.
 - 2. California School Employees Association (CSEA)
 - a. Agency Designated Negotiator: David Bugay, Ph. D.
 - 3. Police Officers Association (POA)
 - a. Agency Designated Negotiator: David Bugay, Ph. D.
- C. Conference with Legal Counsel (GC Section 54956.9)
 - 1. Existing Litigation (GC Section 54956.9[b]) (2 cases)
 - Westphal v. Wagner
 - Avery Investment Group v. SOCCCD
 - 2. Initiation of Litigation (GC Section 54956.9) (1 case)
 - Theiler v. Ventura County CCD
 - (Discussion of possible joinder as Amicus Curiae)
 - 3. Anticipated Litigation/Significant Exposure to Litigation (1 case)
(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 approved an unpaid general leave with benefits to a classified employee from March 31, 2011 through June 30, 2011.

On a 6-0 vote, the board approved the District's participation as a Amicus Curiae in Theiler vs. Ventura County Community College District.

2.2 Invocation Led by Trustee Bill Jay

2.3 Pledge of Allegiance Led by Trustee David Lang

2.4 SOCCCD: Facilities Corporation 2011 of the South Orange County Community College District, Initial Organizational Meeting

At 7:22 p.m, the Facilities Corporation meeting was called to order by Trustee Padberg.

- A. Facilities Corporation 2011 Agenda
- B. Articles of Incorporation
- C. The Action by Written Consent of Incorporator
- D. The Bylaws of the Corporation and the Certificate of Secretary

On a motion by Trustee Milchiker and seconded by Trustee Jay, the Bylaws of the Corporation and the Certificate of Secretary were approved by a 6-1 vote with Trustee Fuentes opposing.

- E. Resolutions for Board of Directors Approval
 - The Election of Additional Officers

On a motion by Trustee Milchiker and seconded by Trustee Jay, the resolutions for Board of Directors were approved by a 6-1 vote with Trustee Fuentes opposing.

On a motion by Trustee Jay and seconded by Trustee Milchiker, the election of additional officers which includes Trustee Prendergast as Vice President, and Trustee Lang as Chief Financial Officer with Chancellor Poertner as Assistant Secretary, and Vice Chancellor Bugay as Assistant Treasurer of the Facilities Corporation, the Board approved the exhibit by a 6-1 vote with Trustee Fuentes opposing.

- F. Power of Attorney and Declaration of Representative Form 2848

On a motion made by Trustee Milchiker and seconded by Trustee Meldau, the Board approved to authorize the assistant secretary to prepare and file forms and statements as provided in Exhibit F and G. Motion carried by a 6-1 vote with Trustee Fuentes opposing.

- G. Attorney General Initial Registration Form plus attachment - Form CT-1

At 7:31 p.m., President Padberg adjourned the Facilities Corporation meeting to the regular meeting of the Board of Trustees.

2.5 Resolutions / Presentations / Introductions

2.6 Public Comments

- 2.6 Public Comments
*Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. **Speakers are limited to 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 SOCCCD: Protective Measures Relative to Construction Complexities
Director Brandye D'Lena will present information identifying specifics of those concerns and perform a comparative analysis.

District Director of Facilities Planning, Brandye D'Lena provided a comparative analysis of concerns related to construction complexities.

- 4.2 SOCCCD: Advanced Technology & Education Park (ATEP) Planning and Development
Associate Vice Chancellor Randy Peebles will provide summary information on the continued development of ATEP.

Associate Vice Chancellor, Randy Peebles provided a summary of ATEP development progress.

- 4.3 SOCCCD: 2020 Vision Report
Vice Chancellor Bob Bramucci will present information on 2020 Vision, Student Success, a report of the Commission of the Future of the Community College League of California.

Vice Chancellor Bob Bramucci presented an overview of the 2020 Vision: A Report of the Commission on the Future from the Community College League of California.

- 4.4 SOCCCD: New Markets Tax Credits Report
Vice Chancellor David Bugay, Associate Vice Chancellor Randy Peebles and District staff will present the current status of New Market Tax Credit.

Vice Chancellor David Bugay and Dante Gumucio of Public Economics provided an update and summary costs related to the pursuit of New Markets Tax Credits to assist with funding for the next phase of development at ATEP.

On a motion made by Trustee Prendergast and seconded by Trustee Milchiker the board unanimously approved to extend the meeting until 9:30 p.m.

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 Padberg requested item 5.9 be pulled from the consent calendar and item 6.3 be pulled from the general action calendar; Trustee Lang requested item 5.6 and item 5.8 be pulled; Trustee Milchiker requested item 5.13 be pulled and abstained from voting.

On a motion made by Trustee Prendergast and seconded by Trustee Milchiker the remaining consent calendar items were approved on a 7-0 vote.

- 5.1 SOCCCD: Board of Trustees Meeting Minutes
Approve minutes of a regular meeting held on February 28, 2011.
- 5.2 Saddleback College: Transfer Degrees & one Occupational Skills Award for the 2010-2011 Academic Year
Approve the proposed changes in curriculum and certificates/degrees
- 5.3 Saddleback College: Student Out-of-State Travel – Middleton, Wisconsin
Approve the out-of-state travel request for up to 13 students and volunteer advisor to attend the National Collegiate Roller Hockey Association National Championships in Middleton, Wisconsin, April 5, 2011 through April 11, 2011.
- 5.4 Irvine Valley College: Naming of Outdoor Laboratory Space/Garden
Approve the School of Life Sciences' recommendation to name the outdoor laboratory space/garden located south of the PE 100 building, the Biology, Ecology and Environmental Studies (BEES) Garden.
- 5.5 Irvine Valley College: Curriculum Revisions for the 2011-12 Academic Year
Approve curriculum changes for the 2011-12 academic year pursuant to Title 5, Section 53200 et seq.

- 5.6 Irvine Valley College: Award of Bid: CACT Automation Lab
Approve award of Bid No. 11 for the CACT Automation Lab to Lab Corporation in the amount of \$296,172.69.

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

- 5.7 Saddleback College: Speaker
Approve general fund honorarium for a speaker at Saddleback College.

- 5.8 Saddleback College and Irvine Valley College: Community Education, Summer 2011
Approve additional Community Education courses, presenters, and compensation for Summer 2011.

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

- 5.9 Saddleback College: Use of CMAS Contract to Lease Purchase and Maintain Kodak Digimaster EX125 Printing Equipment & Booklet Maker
Approve use of CMAS contract no. 3-08-70-0139B with Eastman Kodak Company at an estimated cost of \$357,782.20.

- 5.10 Saddleback College: Kodak Digimaster EX125 Printer System and Bookletmaker System – Eastman Kodak Company
Approve contract with Eastman Kodak Company for the purchase of a new Kodak Digimaster EX125 Printer System with a Bookletmaker System at a cost of \$189,458.68 including tax.

- 5.11 Saddleback College: MicroPress Publishing System – Ricoh Americas Corporation
Approve contract with Ricoh Americas Corporation for the purchase of MicroPress Publishing System at a cost of \$22,870.13 including tax.

- 5.12 Saddleback College: Student Out-of-State Travel – Primm, Nevada
Approve the out-of-state travel request for up to 15 students and two faculty advisors to attend the “Addiction Counseling for the 21st Century” conference in Primm, Nevada from April 14, 2011 through April 16, 2011 at a cost not to exceed \$12,000.

- 5.13 SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting
Adopt resolution 11-05 (Exhibit A) authorizing payment to Trustee Milchiker who was absent from the February 28, 2011 meeting of the Board of Trustees.

On a motion made by Trustee Lang and seconded by Trustee Jay this item was approved on a 6-1 vote with Trustee Milchiker abstaining.

- 5.14 SOCCCD: I.T. Server Room Renovation: Change Order No. 1 and Notice of Completion
Approve change order decreasing the contract amount by \$5,700.00 and authorize the filing of the Notice of Completion. The total revised contract amount is \$317,054.00.
- 5.15 SOCCCD: Education and Facilities Master Plan: Hire CEQA Consultant Services
Approve agreement with RGP Planning & Development Services for a fee of \$264,894 and approve assignment of capital improvement dollars of \$320,000 for these and CEQA related services.
- 5.16 SOCCCD: Academic Calendar 2012-2013
Approve the proposed academic calendar for 2012-2013.
- 5.17 SOCCCD: Trustees' Requests for Attending Conferences
Approve Trustees' requests for attending conference(s) as shown in Exhibit A.
- 5.18 SOCCCD: Purchase Order/Confirming Requisitions
Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P11-03412 through P11-03788 amounting to \$1,148,302.01. Confirming requisitions dated February 2, 2011 through March 1, 2011 totaling \$590,629.99.
- 5.19 SOCCCD: Payment of Bills
Approve check no. 100084 through 100968, processed through the Orange County Department of Education, totaling \$6,110,537.23; and check no. 010052 through 010066, processed through Saddleback College Community Education, totaling \$14,519.94; and check no. 008805 through 008836, processed through Irvine Valley College Community Education, totaling \$851.00.
- 5.20 SOCCCD: Transfer of Budget Appropriations
Ratify transfer of budget appropriations as shown.
- 5.21 SOCCCD: Budget Amendment: Adopt Resolution No. 11-04 to Amend 2010/2011 Restricted General Fund
Adopt resolution to amend the adopted budget.
- 5.22 SOCCCD: Gifts to the District and Foundations
Approve acceptance of gifts.
- 5.23 SOCCCD: February/March 2011 Contracts
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 Saddleback College: Proposed Division Name and Dean's Title Change
Approve the permanent division name from Physical Education/Kinesiology and Athletics to Kinesiology and Athletics, as well as the Dean's title to Dean of Kinesiology and Athletics.

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

- 6.2 Saddleback College: LA Cellular Ground Lease Amendment No. 2
Approve amendment to the LA Cellular Ground Lease agreement.

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

- 6.3 Saddleback College: Use of Lease-Purchase Agreement with Wells Fargo for the Digimaster EX125 Printing Equipment & Bookletmaker and Ricoh Micro Press Publishing System
Approve entering into a lease-purchase agreement with Wells Fargo Financial Leasing, Inc. for the Digimaster Kodak EX125, Bookletmaker System and the Ricoh Micro Press Publishing System.

Trustee Padberg requested to pull this item.

- 6.4 SOCCCD: Authorization to Seek Proposals for Lease/Leaseback Services
Approve authorization to seek proposals.

On a motion made by Trustee Fuentes and seconded by Trustee Lang this item was tabled on a 5-2 vote with Trustee Prendergast and Trustee Padberg opposing.

- 6.5 SOCCCD: CCCT Board of Directors Election – 2011
List nominees for the eight vacancies on the CCCT Board of Directors

On a motion made by Trustee Milchiker and seconded by Trustee Lang the Board unanimously approved to nominate candidate, Jim Moreno to the 2011 California Community College Trustees Board.

- 6.6 SOCCCD: OCSBA Board of Directors Interest Form
Nomination of trustee for the OCSBA Board of Directors

No action taken

At 9:25 p.m. On a motion made by Trustee Milchiker and seconded by Trustee Meldau the Board unanimously approved to extend the meeting to 10 p.m.

- 6.7 SOCCCD: Board Policy Revision: BP 3610-Auxiliary Organizations, BP 5401-Student Conduct, BP 5610.1-Student Fees, BP-3510-Lost Money or Property, BP-4040-Public Disclosure of Employee Compensation, BP-104-Student Member of the Board of Trustees Discussion/Approval.

On a motion made by Trustee Lang and seconded by Trustee Milchiker the Board unanimously approved to pull Board Policy 104 in order for it to be revised.

On a motion made by Trustee Milchiker and seconded by Trustee Lang the remaining board policies were approved on a 7-0 vote.

- 6.8 SOCCCD: Board Policy Revision: BP-4306-Calendar Accept for review and study.

The Board accepted item for review and study.

- 6.9 SOCCCD: Initial Proposal from CSEA
Acceptance of proposal from California School Employees Association for review and study, and set a public hearing on the proposal for the April 2011 Board meeting.

The Board accepted item for review and study.

- 6.10 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, Workload Banking, Clarification for Prior Personnel Agenda.

Trustee Milchiker requested to separate B.1 and B.2 of Exhibit A, page 2 of 4 from the rest of the Academic Personnel Actions.

On a motion made by Trustee Milchiker and seconded by Trustee Lang the Board unanimously approved to separate B.1 and B.2.

On a motion made by Trustee Lang and seconded by Trustee Milchiker the rest of the Academic Personnel Actions were approved on a 7-0 vote.

On a motion made by Trustee Prendergast and seconded by Trustee Meldau the Board approved B.1 of Exhibit A, page 2 of 4 on a 5-2 vote with Trustee Fuentes and Trustee Jay opposing.

On a motion made by Trustee Prendergast and seconded by Trustee Meldau the Board approved B.2 of Exhibit A, page 2 of 4 on a 5-2 vote with Trustee Milchiker and Trustee Jay opposing.

- 6.11 SOCCCD: Classified Personnel Actions – Regular Items
Approve New Personnel Appointments, Authorization to Reorganize Reporting Structure for a Classified Position, Authorization to Eliminate Classified Position and/or Position Numbers, Authorization to Establish and Announce a Classified Position, Change of Status, Out of Class Assignments, Leave of Absence, Resignation/Retirement/Conclusion of Employment, Volunteers, Clarification for Prior Personnel Agenda.

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

- 6.12 SOCCCD: Adopt Resolution No. 11-06 to Establish Facilities Corporation Capital Outlay Fund
Adopt resolution authorizing the establishment of a Facilities Corporation Capital Outlay Projects Fund.

On a motion made by Trustee Lang and seconded by Trustee Jay this item was approved on a 6-1 vote with Trustee Fuentes opposing.

7.0 REPORTS

- 7.1 Saddleback College and Irvine Valley College: Professors of the Year
Saddleback and Irvine Valley College Professors of the Year nominations will be forwarded to the Orange County Department of Education for the county-wide competition.
- 7.2 Saddleback College and Irvine Valley College: Speakers
A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.3 SOCCCD: Basic Aid Report
Report on projected receipts and approved projects.
- 7.4 SOCCCD: Facilities Plan Status Report
Status of current construction projects.
- 7.5 SOCCCD: List of Board Requested Reports
Reports requested by the Board of Trustees.
- 7.6 SOCCCD: Monthly Financial Status Report
The report displays the adopted budget, revised budget and transactions through February 28, 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): 9:00 P.M.

The meeting adjourned at 9:55 p.m.



Gary L. Poertner, Secretary

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Irvine Valley College: Sale of Library Surplus Under \$5,000 Per Year
ACTION: Approval

BACKGROUND

Library staff periodically reviews the collection to dispose of books that are no longer needed for college use.

According to Education Code 81452: (a) if the governing board, by a unanimous vote of those members present, finds that the property, whether one or more items, does not exceed in value the sum of five thousand dollars (\$5,000), the property may be sold at private sale without advertising, by an employee of the district empowered for that purpose by the board.

STATUS

The Irvine Valley College Library proposes to contract with Better World Books for the sale of books no longer in use and outdated. All proceeds will be returned to the Irvine Valley College Library general fund book account to purchase new editions of titles in the subject disciplines taught on campus.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the private sale of library surplus not to exceed a value of \$5,000 per fiscal year.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

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

ACTION: Approval

BACKGROUND

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

STATUS

Irvine Valley College proposes additions, revisions, and deletions to the curriculum of the College. Exhibit A includes new, revised, and deleted courses, and programs that are recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of Irvine Valley College for the 2011-12 academic year pursuant to Title 5, Section 53200 et seq.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed changes in curriculum for the 2011-12 academic year at Irvine Valley College.

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

SCHOOL OF BUSINESS SCIENCE

Entrepreneurship
Certification of Proficiency

This certificate is intended to prepare students to start and manage a new business. Courses will focus on presenting skills and knowledge needed to prepare students for a wide range of business start-up opportunities.

Complete the following courses:

MGT 125	Organizational Behavior	3
MGT 160	Entrepreneurship: Managing Your Business	3
MGT 261	Entrepreneurship: Product and Team Operations	1.5
MGT 262	Legal Aspects of Entrepreneurship	1.5
MGT 263	Entrepreneurship: Financial Tools	1.5
MGT 264	Entrepreneurship: The Business Plan	3
	Total Units	13.5

SCHOOL	CRSD ID	CATID	TITLE	ACTION TAKEN
			KEY CODE	assign=assignments catid=catalog id number c/l w/+ cross-listed with (and list the other crs id) ce=contract education course co=corequisite crs id=course id, please list new crs id if being changed, eg crs id to BLAH 12 dc=delete course desc=description dv=delete version of course hrs=hours lim=limitation lmg obj=learning objectives moe=methods of eval nc=new course nv=new version of existing course prereq=prerequisite rec=recommended prep rpt=repeatable sam = sam code sr=scheduled review is for courses that are scheduled for review and there are no revisions ti=title top = TOP Code tps=topics txt=text-required for all courses numbered 1-299 un=units val=validation
Business				
Science	MGT 125	4345.00	Organization Behavior	desc, ti, tps, lmg obj, moe, assign, txt
Business			Entrepreneurship: Managing Your	
Science	MGT 160	4400.05	Business	desc, ti, tps, lmg obj, moe, assign, txt
Fine Arts	PHOT 56	14234.00	Advanced Photography	nc
Fine Arts	DNCE 46	14227.00	Introduction to Yoga	nc
Fine Arts	DNCE 47	14228.00	Hatha Yoga	nc
Emeritus	CT 420	7460.15	Intermediate Knitting	dc
Emeritus	HIST 410	10219.30	California History: Early California	dc
			Personal Financial Management for	
Emeritus	MGT 400	9266.00	Seniors	dc
Emeritus	MUS 453	10182.15	Introduction to Organ	dc
Emeritus	PS 405	10296.20	United States Government and Politics	dc
Emeritus	TA 441	10056.30	Theatre Appreciation: Modern	dc
Humanities	WR 301	9711.00	Introduction to Basic Writing	prereq
Library				
Sciences	TU 301	9200.00	Supervised Tutoring	desc, hrs,
Life				
Sciences	BIO 102	14235.00	Field Biology: Island Ecosystems	nc

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: James B. Utt Memorial Learning Resource
Center Renovation: Change Order Requests

ACTION: Approval

BACKGROUND

On October 24, 2004 and June 22, 2009, the Board approved funding for the James B. Utt Memorial Learning Resource Center Renovation.

STATUS

EXHIBIT A describes the required modifications contained in Change Order Request (COR) numbers 60, 38R2, 12A, 24D, 63, 32R4, 39R1, 72R1, 44, 52B, 58, 76, 77, 78, 85, and 12B. Approval of these CORs will result in an increase of \$240,375. in total project cost.

The total change to the contract does not exceed the 10% limit allowed by Public Contract Code. Approval of the CORs will bring the revised total contract amount to \$12,539,375.

Funds are available in the approved James B. Utt Memorial Learning Resource Center Renovation budget which is \$16,139,000 state funded and \$4,002,000 funded through basic aid for a total of \$21,124,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Change Order Request numbers 60, 38R2, 12A, 24D, 63, 32R4, 39R1, 72R1, 44, 52B, 58, 76, 77, 78, 85, and 12B for the Saddleback College James B. Utt Memorial Learning Resource Center Renovation project as described in EXHIBIT A, and authorize staff to execute the corresponding change orders with the contractor which will result in an increase of \$240,375 in the total project cost. The revised contract total amount is \$12,539,375.

James B Utt Memorial LRC Project
 Bid No.1094
 Change Order No. 1

EXHIBIT A
 Page 1 of 1

Saddleback College

April 25, 2011

Bid #	BID PACKAGE DESCRIPTION	CONTRACTOR	CONTRACT AMOUNT	Previously Approved COR's	BCO #5 COR Total	REVISED CONTRACT AMOUNT
1094	General Contractor	Bayley Construction	\$301,732.70	\$0.00	\$240,375.00	\$542,107.70
		3730 S. Susan Street, Suite 200 Santa Ana, CA 92704-3456	TOTAL			542,107.70

COR No.	Date	Description	Requested	Status	Amount
60	12/21/2010	Remove and replace 1st floor upheaving hallway slab.	by architect	reviewed	\$5,029.00
38R2	12/21/2010	Remove and replace ACM plaster at penthouses.	by Envir. Consultant	reviewed	\$4,974.00
12A	1/7/2011	Roof taper changes unknown roof deck condition.	by college/district	reviewed	\$5,243.00
24D	1/14/2011	Changes ceramic tile colors and sizes.	by college/district	reviewed	\$7,939.00
63	2/10/2011	Add 25-pair IT cables to match current campus standards.	by college/district	reviewed	\$6,569.00
32R4	2/14/2011	Relocate existing unknown east side utilities (not as indicated on as built drawings).	by architect	reviewed	\$53,794.00
39R1	2/14/2011	Relocate existing data conduits and pullbox at IT request to match current campus requirements.	by college/district	reviewed	\$19,004.00
72R1	2/14/2011	Clean and line existing unknown deteriorating underground waste line.	by college/district	reviewed	\$37,781.00
44	2/14/2011	Upsizing of capacities at panels and switchboards made by EE during electrical submittal process.	by architect	reviewed	\$2,558.00
52B	4/5/2011	R&R metal roof deck'g at E&W penthouses to allow AHU sections to large for ex. doors or shaft opening.	by architect	reviewed	\$16,393.00
58	4/5/2011	R&R existing deteriorated floor sinks and piping at penthouses to allow proper drainage.	by college/district	reviewed	\$5,570.00
76	4/5/2011	Add "smoke beam" style detectors under skylights in lieu of standard smoke detectors per DSA request.	by architect	reviewed	\$4,020.00
77	4/5/2011	Add required walls at storage room #313 not indicated on CD's.	by architect	reviewed	\$1,775.00
78	4/5/2011	Add required walls and fire extinguisher cabinets at storage room #301 not indicated on CD's.	by architect	reviewed	\$2,235.00
85	4/5/2011	Add new door; add/modify power & data floor boxes; modify panels/circuits per IT current campus reqmts.	by college/district	reviewed	\$42,008.00
12B	4/5/2011	R&R (5) HM door frames and (8) doors at 3 penthouses N.I.C. (Damaged beyond repair).	by college/district	reviewed	\$25,483.00

TOTAL THESE CHANGE ORDER REQUESTS

\$240,375.00

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Saddleback College: Pool Deck Replacement: Change Order No. 1
ACTION: Approval

BACKGROUND

On October 25, 2010, the Board awarded a contract to Condor, Inc. for Pool Deck Replacement, Bid No. 1098 in the amount of \$1,058,000.

STATUS

EXHIBIT A describes the requested modifications contained in Change Order Request (COR) No. 1. Approval of this COR will result in an increase of \$26,734.00 in total project cost. Approval of this COR will bring the revised total contract amount to \$1,084,734.00

Funds are available in the approved Scheduled Maintenance budget.

The total change to the contract does not exceed the 10% limit allowed by Public Contract Code.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Change Order Request No. 1, EXHIBIT A, for the Saddleback College Pool Deck Replacement project, and authorize staff to execute the corresponding change orders with the contractor which will result in an increase of \$26,734.00 in the total project cost. The revised contract total amount is \$1,084,734.00

SOCCCD
POOL DECK REPLACEMENT
BID NO. 1098

EXHIBIT A
Page 1 of 1

CHANGE ORDER NO. 1

April 25, 2011

Bid #	BID PACKAGE DESCRIPTION	CONTRACTOR	ADDRESS	CONTRACT AMOUNT	Previously Approved COR's	COR #1	REVISED CONTRACT AMOUNT
1098	General Contractor	Condor, Inc.		\$1,058,000	\$0.00	\$26,734.00	\$1,084,734.00
				\$1,058,000	\$0.00	\$26,734.00	\$1,084,734.00

COR No.	Date	Description	Requested	Status	Amount
1	3/14/2011	Remove and replace damaged main d+C6+C1ain line and valves.	YES	APP	\$26,734.00
				BCO #1	\$26,734.00
				BCO TOTALS	\$26,734.00

EXHIBIT A
Page 1 of 1

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: ATEP: Site Utility Severance and Demolition, Change Order No. 1

ACTION: Approval

BACKGROUND

On April, 22, 2004, the Board of Trustees approved funding from basic aid for Site Utility Severance and Demolition at ATEP. On October 25, 2010, the Board of Trustees approved a contract with US Demolition in the amount of \$1,275,166.

STATUS

Exhibit A describes the required modifications contained in Change Order Request (COR) No. 1. Approval of this COR will result in a decrease of \$34,426 in the total project cost.

The total change to the contract does not exceed the 10% limit allowed by Public Contract Code. Approval of this COR will bring the revised total contract amount to \$1,240,740.

Funds are available within the approved project budget which is \$7,000,000. Other costs covered by this project budget include additional demolition phases, architectural fees, inspections, and testing.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Change Order Request No. 1 for Site Utility Severance and Demolition at ATEP as described in EXHIBIT A and authorize staff to execute the corresponding change orders with the contractor which will result in a decrease of \$34,426 in the total project cost. The revised contract total amount is \$1,240,740.

ATEP Site Utility Severance and Demolition

Exhibit A

Bid No.8

Change Order No. 1

April 25, 2011

Bid #	BID PACKAGE DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO #1 COR Total	REVISED CONTRACT AMOUNT
8	General Contractor	US Demolition		\$1,275,166.00	\$0.00	-\$34,426.00	\$1,240,740.00
			TOTAL	1,275,166.00			1,240,740.00

COR No.	Date	Description	Requested	Status	Amount
1	3/23/2011	Deduction of Allowance Remainder	by college/district	reviewed	(\$34,426.00)

TOTAL THESE CHANGE ORDER REQUESTS

-\$34,426.00

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: ATEP: Site Utility Severance and Demolition: Notice of Completion

ACTION: Approval

BACKGROUND

On April, 22, 2004, the Board of Trustees approved funding from basic aid for ATEP Demolition. On October 25, 2010, the Board of Trustees approved a contract with US Demolition for Site Utility Severance and Demolition at ATEP, Bid No. 8, in the amount of \$1,275,166. A credit change order decreasing the contract amount by \$34,426 is recommended to the Board of Trustees this meeting for a revised contract amount of \$1,240,740.

STATUS

The Construction Manager recommends that a Notice of Completion (EXHIBIT A) be filed for the Site Utility Severance and Demolition project at ATEP.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize the filing of the Notice of Completion attached as EXHIBIT A for the Site Utility Severance and Demolition project at ATEP. It is also recommended that the Board authorize the release of retention 35 days after filing.

Recording Requested
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, is Owner of the property hereinafter described, caused improvements to be made to said property to wit: SITE UTILITY SEVERANCE AND DEMOLITION PROJECT at ATEP, Bid No. 8 the contract for the doing of which was heretofore entered into the 26th day of October 2010, which contract was made with US DEMOLITON INC. as Contractor; that said improvements were completed on the 17th day of March, 2011, and accepted by formal action of the governing board of said District on the 25th day of April, 2011, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above named Contractor is the FIDELITY AND DEPOSIT COMPANY OF MARYLAND that the property hereinafter referred to and on which said improvements were made is described as follows:

ATEP
15445 LANSLOWNE
TUSTIN, CA 92782

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____
Gary L. Poertner
Chancellor

Dated _____

STATE OF CALIFORNIA]
] ss.
COUNTY OF ORANGE]

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

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

That the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, is the owner of said property described in the foregoing notice;

That he has read the foregoing notice and knows the contents thereof and that the facts stated therein are true.

Gary L. Poertner
Chancellor

Dated _____

State of California
County of Orange

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

Signature

(Seal)

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Authorization to Voluntarily Dissolve Nonprofit Corporation

ACTION: Approval

BACKGROUND

Special nonprofit facilities corporations assist the District in processing certain finance related transactions to support facilities construction projects for the District. Recently, the Board of Trustees approved and organized a new nonprofit corporation for the District called the Facilities Corporation 2011 of the South Orange County Community College District ("FACILITIES CORPORATION 2011") which was set up to support the pending New Markets Tax Credit funding for ATEP Building One and other potential future facilities related financial transactions. The remaining facilities corporation, South Orange County Community College District Facilities Corporation ("DISTRICT FACILITIES CORPORATION") was initially created by the Board in 1986 and is now redundant as it has a more limited scope of potential use for the District.

STATUS

The initial DISTRICT FACILITIES CORPORATION has been in effect since 1986. It was used effectively for certain facilities construction transactions in the past. This corporation has remained in effect but dormant, pending potential future district use. It has not had any financial transactions or related activity for several years. The District Board of Trustees may voluntarily dissolve this nonprofit corporation simply when there are no assets within the corporation and no recent related activities. The new FACILITIES CORPORATION 2011 can accommodate the pending New Markets Tax Credit financial transaction and also other future facilities related financial transactions for the District. Two district facilities corporations are not needed and are somewhat redundant.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize the Chancellor to proceed with the actions necessary to the dissolve the nonprofit corporation known as the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACILITIES CORPORATION.

Item Submitted By: *Randy W. Peebles. Associate Vice Chancellor of Economic Development*

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting

ACTION: Approval

BACKGROUND

Education Code Section 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

Trustee Thomas A. Fuentes was absent from the March 31, 2011 Special Meeting of the Board of Trustees due to illness.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt resolution 11-10 (Exhibit A) authorizing payment to Trustee Fuentes who was absent from the March 31, 2011 Special Meeting of the Board of Trustees.

Item Submitted By: Gary L. Poertner, Chancellor

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

**RESOLUTION AUTHORIZING PAYMENT TO TRUSTEE ABSENT
FROM BOARD MEETING**

RESOLUTION 11-10

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 March 31, 2011, the Board of Trustees of the South Orange County Community College District held a meeting; and

WHEREAS, Trustee Thomas A. Fuentes could not be present at the meeting; and

WHEREAS, it was determined that Trustee Fuentes' absence was due to a hardship;

NOW, THEREFORE, BE IT RESOLVED that Trustee Thomas A. Fuentes shall be paid at the regular rate of compensation for the special meeting of the Board of Trustees held on Thursday, March 31, 2011.

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 P11-03789 through P11-04335 amounting to \$2,889,601.39 and P12-00002 through P12-00031 amounting to \$88,747.25 are submitted to the Board of Trustees for approval. Confirming requisitions dated March 2, 2011 through April 5, 2011 totaling \$220,007.58 are also submitted.

RECOMMENDATION

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

ReqPay11b

Board Report

Includes P11-03789 - P11-04335

PO Number	Vendor Name	Site	Description	Account Amount
P11-03789	FINGERPRINT AMERICA		FINGERPRINTING KITS	375.61
P11-03790	DANIEL SMITH, INC.		Art Easels	1,940.00
P11-03791	MARKERTEK VIDEO SUPPLY 1 TOWER DRIVE	Bldg W/Com Arts	Headphones, cables, and clips for student use	425.11
P11-03792	PAYNE PUBLISHERS		Instructor Supplies	80.44
P11-03793	TNR TECHNICAL, INC.		PHYSICS SUPPLIES	374.72
P11-03794	DUNN-EDWARDS CORPORATION		PAINTING SUPPLIES	1,009.44
P11-03795	ADVANTAGE FITNESS PRODUCTS		IVC Life Fitness Center Equipment	27,335.40
P11-03796	NEWBEGINNINGS, INC.		CTE Regional Collaborative Fashion A La Mode Event	638.91
P11-03797	AVALON TENT & PARTY		CHAIR AND DRAPERY RENTAL FOR COMMENCEMENT	2,095.82
P11-03798	KEN'S SPORTING GOODS		VolleyBall Net	362.13
P11-03799	CSU FULLERTON ACCTG SVC CP-300		CSUF (CCT) Representative Services	.00
P11-03800	ALLSTEEL, INC. % CORPORATE BUSINESS INTERIORS		FMO FURNITURE	19,534.52
P11-03801	COOKING LIGHT		Subscription as part of workshop	144.00
P11-03802	DEMCO INC.		Library Supplies	65.35
P11-03803	GILBERT & STEARNS, INC.		PARKING LOT DISPENSER POWER HOOKUP	4,686.00
P11-03804	MAC FARLANE ELECTRIC		CODE BLUE INSTALLATION	2,990.00
P11-03805	ALISO CREEK INN		Nursing Advisory Committee Bkfst Mtg	1,513.48
P11-03806	BOLO PRODUCTIONS DAVID SUKONIC		Contract Services	300.00
P11-03807	FISHER SCIENTIFIC		Replacement Parts for Microplate Reader	586.54
P11-03808	KATHY WEATHERWAX		PRIDE Co-trainer	1,260.00
P11-03809	SEHI PROCOMP COMPUTER PRODUCTS		Ink For Brochures	829.06
P11-03810	C.W. DRIVER CONTRACTORS INC.		TAS & SM MISC. MAINTENANCE PROJECTS	21,536.00
P11-03811	AMCO CONSTRUCTION INC.		WINDOW COVERING FOR CONFERENCE ROOM AND OFFICES	1,604.06
P11-03812	R2A ARCHITECTURE		PE BLDG MODERNIZATIONS	10,000.00
P11-03813	IPSF IRVINE PUBLIC SCHOOLS FOUND.		Ad for Irvine Public Schools Foundation	125.00
P11-03814	MILLENNIUM BUSINESS SERVICES Marty Cohn	SC WAREHOUSE	REPLENISH STORES STATIONARY	.00
P11-03816	MILLENNIUM BUSINESS SERVICES Marty Cohn		Business Cards for Chandinie Francis	50.03
P11-03817	LILY HUNNEMEDER-BERGFELT		Grant funded conference Jan. 26-28 San Ramon	100.87
P11-03818	INTENT DIGITAL LLC		VoteLynx XKG Platform - Maintenance - Board Room	3,973.60
P11-03820	END2END, INC.		CAD/RMS SOFTWARE, TRAINING, PROJ. MANAGE.	18,400.00
P11-03821	McKESSON GENERAL MEDICAL CORP		Medical Supplies	341.47

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

ESCAPE ONLINE

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Includes P11-03789 - P11-04335

PO Number	Vendor Name	Site	Description	Account Amount
P11-03822	MWAVE.COM		Projector Bulbs	1,709.92
P11-03823	MILLENNIUM BUSINESS SERVICES Marty Cohn		CUSTOM BUSINESS CARDS FOR OFFICE	200.10
P11-03824	SIMPLICITY PATTERN CO., INC.		Student Supplies	44.59
P11-03825	NATIONAL BUSINESS FURNITURE		TABLE/CHAIRS FOR PROGRAM EVENTS	649.20
P11-03826	DELL MARKETING		Laptop for Trustee Frank M. Meldau	1,657.81
P11-03827	VENDINI, INC. CORPORATE HEADQUARTERS		* Ticket Stock	236.63
P11-03828	WELLS FARGO #3317		IT-Related Books	510.95
P11-03829	DLG REST. EQUIP. & CLOSEOUTS		Food/Nutrition Supplies	429.55
P11-03830	TRIARCH INC.		BIOLOGY SUPPLIES	180.64
P11-03831	DAD'S ROCK SHOP		Geology Supplies	136.12
P11-03832	NU AGE DEVELOPMENT, INC.		REMOVE BRICK FACADE FROM A 300/REPLACE STUCCO	10,560.00
P11-03833	REDLEAF PRESS		BOOKS FOR CD-ATTACHMENT	1,346.69
P11-03834	C & H DISTRIBUTORS, INC.		GEOGRAPHY SUPPLIES	310.72
P11-03835	BESTBLANKS		VINYL CUTTER FOR GRAPHICS	1,734.56
P11-03836	J. M. McCONKEY CO.		Horticulture Student Supplies	1,346.56
P11-03837	CAROLINA BIOLOGICAL SUPPLY		SHEEP BRAINS FOR PSYCHOLOGY	419.51
P11-03838	NASCO WEST INDUSTRIES, INC.		Fashion Student Supplies	339.63
P11-03839	INTELLIGENT COMPUTER SOLUTIONS		Adapters for IT Server Room	568.75
P11-03840	WEST COAST TECHNOLOGY		Additional PAC Storage	8,971.88
P11-03841	INSIGHT MEDIA		DVDS FOR SOCIOLOGY	867.51
P11-03842	SEHI PROCOMP COMPUTER PRODUCTS		9 HP PRINTERS	6,403.20
P11-03843	ICARUS FILMS		DVDS FOR SOCIOLOGY	435.13
P11-03844	EDUCATIONAL MAPS AND GLOBES		MAPS/GEOGRAPHY	1,126.61
P11-03845	PACIFIC EARTH RESOURCES		SOD FOR CDC	558.43
P11-03846	PROSERV PLUMBING & DRAIN		BACKFLOW VALVE REPAIRS	5,912.93
P11-03847	BOB PARRETT CONSTRUCTION		FA-116 CEILING LEAK REPAIR	4,361.00
P11-03848	BOB PARRETT CONSTRUCTION		FA GREENROOM CEILING REPAIR	5,691.00
P11-03850	COMPUTERLAND OF SILICON VALLEY		SOFTWARE	164.91
P11-03851	TROXELL COMMUNICATIONS, INC.		HITACHI PROJECTORS	75,666.08
P11-03852	GRAYBAR ELECTRIC CO.		ELECTRICAL SUPPLIES	1,923.90
P11-03853	AIRGAS SAFETY		Signs fire equip per OCFA	647.31
P11-03854	B2BPROFESSIONALTOOLS.COM		Oven Element	479.52
P11-03855	RIO GRANDE ALBUQUERQUE		Fee Based Art Supplies	1,127.61
P11-03856	AMSTERDAM PRINTING & LITHO Attn: RICH O'BRIEN		CALENDARS	304.47
P11-03857	WARD'S NATURAL SCIENCE		Geology/MS Lab Supplies	219.24
P11-03858	DEXON COMPUTER, INC.		CISCO MODULES	8,176.25
P11-03859	gkkworks		Project: ATEP Master Architectural Agreement	132,000.00

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Includes P11-03789 - P11-04335

PO Number	Vendor Name	Site	Description	Account Amount
P11-03860	WARD'S NATURAL SCIENCE		GEOGRAPHY SUPPLIES	886.42
P11-03861	REI		GEOGRAPHY SUPPLIES	663.32
P11-03862	COLE-PARMER INSTRUMENT		GEOGRAPHY SUPPLIES	697.93
P11-03863	PACIFIC DATA ELECTRIC		IT Server Room Additional Work	6,750.00
P11-03864	EBSCO PUBLISHING		Purchase eBooks.	14,000.00
P11-03865	POSITIVE PROMOTIONS INC.		Nursing Promo Giveaways for upcoming events	1,207.40
P11-03866	CITY OF IRVINE		ADVERTISEMENT	875.00
P11-03867	CHEFS' TOYS		Food/Nutrition Supplies	125.28
P11-03868	WALRUS MUSIC PUBLISHING		Music	870.32
P11-03869	COASTLINE ROP		TPP - Fall 2010 CROP Mentor Stipend	447.04
P11-03870	ADORAMA CAMERA		Camera/Video Tripod For Geology Field Use	180.77
P11-03871	BONDY PIANO SHOWROOM		Ergonomic Piano Bench	763.19
P11-03872	SCANTRON CORPORATION		Scantron Forms	70.98
P11-03873	MUSICIAN'S FRIEND, INC.		Lights, Accessories For Orchestra	289.17
P11-03874	SOURCE GRAPHICS		Supplies	309.70
P11-03875	CALIFORNIA ARBORIST CONSTRUCTION CO.		STONE PINE TREE NEEDS CABLING TO ALIGN TREE	1,000.00
P11-03876	CAPT BUSINESS OFFICE		* CAPT Books And Materials for Library	362.12
P11-03877	TAMS-WITMARK MUSIC LIBRARY		Musical Scores	48.00
P11-03878	IMAGE PRINTING SOLUTIONS CATHY ARONSON		Deposit Advice Forms	.00
P11-03879	MILLENNIUM BUSINESS SERVICES Marty Cohn		Acctg. DISBURSEMENT REQUEST Form	201.19
P11-03880	PRECISION FLOOR COVERING		A100 CARPET RESEARCH AREA	9,673.28
P11-03881	SCANTRON CORPORATION		Scantron Forms For Instructors	43.49
P11-03882	B & H PHOTO	Bldg W/Com Arts	Tripod Fluid Head For Student Check Out	668.81
P11-03883	COMPENDIUM LIBRARY SERVICES		Desk Tracker Subscription Per Ana Maria Cobos	1,195.00
P11-03884	CHELSEA FELLER		Contract Services	800.00
P11-03885	NOELLE HOFFMAN		Contract Services	1,050.00
P11-03886	WARD'S NATURAL SCIENCE		Open Purchase - Live specimens	250.00
P11-03887	FRANCISCO VASQUEZ		Contract Services	400.00
P11-03888	RGP PLANNING & DEVELOPMENT SERVICES	IVC Barranca Rd	CONSULTANT SERVICES	250,125.00
P11-03889	IWASAKI IMAGES OF AMERICA		Drawing/Painting Props	1,083.78
P11-03890	BONE CLONES, INC.		Drawing/Painting Props	169.25
P11-03891	HOPPER EQUIPMENT & SUPPLY		AUTOMOTIVE EQUIPMENT	367.63
P11-03892	CORPORATE BUSINESS INTERIORS		FMO FURNITURE	3,661.57
P11-03893	WEST-LITE SUPPLY CO.		Photography Supplies	.00
P11-03894	JAMECO ELECTRONICS		PHYSICS SUPPLIES	362.49
P11-03895	INDUSTRIAL TECHNICAL SERVICES CORP.		HS AIR HANDLER REPAIRS	330.00
P11-03896	HOEFER, INC.		BIOLOGY EQUIPMENT	873.81
P11-03897	DIANE LEWIS		Reimbursement for costuming supplies for SCLO	2,200.00

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Includes P11-03789 - P11-04335

PO Number	Vendor Name	Site	Description	Account Amount
P11-03898	SEW TRUE SUPPLY		Fashion Student Supplies	420.87
P11-03899	SHANNON SICAT		Student Success Scholarship based on need	500.00
P11-03900	MISSION AUTO EQUIP & LIFTS, INC.		AUTOMOTIVE EQUIPMENT	540.91
P11-03901	W.A. CHARNSTROM CO.	SC WAREHOUSE	MAILBAGS	.00
P11-03902	REPRO XPRESS	IVC Life Sci	PRINTING SPECS AND DRAWING	2,125.00
P11-03903	TECHNOLOGY INTEGRATION GROUP		District-Wide Help Desk Implementation	13,500.00
P11-03904	TNR TECHNICAL, INC.		Batteries	352.35
P11-03905	AARDVARK CLAY AND SUPPLIES		Ceramics class supplies	200.00
P11-03906	HOME DEPOT MISSION VIEJO STORE #614		Ceramics class supplies	200.00
P11-03907	POWERTRON BATTERY CO.		GOLF CART BATTERIES	1,328.70
P11-03908	EDUCATION FOR SUCCESSFUL PARENTING		Workshop Trainer	690.00
P11-03909	MARCIVE, INC.		Pay for book data clean-up subscription service.	97.35
P11-03910	JAMS, INC.		JAMS Arbitration Professional Services	25,000.00
P11-03911	DELL MARKETING		Dell Tablet Battery	133.10
P11-03912	ORANGE COUNTY REGISTER	IVC Life Sci	ADVERTISING - BID 303	.00
P11-03913	DELL MARKETING		VMWARE ENTERPRISE LICENSES	53,190.05
P11-03914	SPEED STITCH, INC.		Fee Based Art Supplies	342.17
P11-03915	DELL MARKETING		20 DELL E5510 LAPTOPS	25,510.14
P11-03916	DELL MARKETING		2 POWEREDGE SERVERS	14,582.14
P11-03917	TRANS-TOOL, LP		AUTOMOTIVE TOOLS	3,142.34
P11-03918	MILESCO SCIENTIFIC		Drawing/Painting Props	1,114.69
P11-03919	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.		Pre-employment Psychological Evaluation	260.00
P11-03920	TUSTIN UNIFIED SCHOOL DISTRICT		Lease of Beckman HS Classrooms-Fall 2010	832.00
P11-03921	TUSTIN UNIFIED SCHOOL DISTRICT		Lease of Beckman HS Classrooms - Spring 2011	884.00
P11-03922	CA ASSN OF COMMUNITY COLLEGES BOARD OF GOVERNORS	IVC Life Sci	FOR LIFE SCI. BLDG.	.00
P11-03923	GUISELLE SCOTT		PRIDE Co-trainer	680.00
P11-03924	COLLEGE ART ASSOCIATION GENERAL POST OFFICE		Membership renewal	375.00
P11-03925	JOHNSON CONTROLS, INC. YORK/JCI		CHILLER CONTROL PANEL	4,204.00
P11-03926	AMANDA CARRADINE		Contract Services	350.00
P11-03927	HOME DEPOT MISSION VIEJO STORE #614		Office/Signage Supplies	593.75
P11-03928	PETE'S ROAD SERVICE		TRACTOR TIRE REPLACEMENT	1,613.84
P11-03929	HAITBRINK ASPHALT PAVING, INC.		LOT #5 REPAIRS	3,130.00
P11-03930	QUEZADA PRO LANDSCAPE, INC.		HS BUILDING TREE SERVICE	1,175.00
P11-03931	QUEZADA PRO LANDSCAPE, INC.		TREE SERVICE AT MEDICAL CENTER ROAD	700.00

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Includes P11-03789 - P11-04335

PO Number	Vendor Name	Site	Description	Account Amount
P11-03932	QUEZADA PRO LANDSCAPE, INC.		TREE SERVICE AT CDC	550.00
P11-03933	TASTE CATERING, INC.		Catering - Photonics Industry Advisory Meeting	410.00
P11-03934	MILLENNIUM BUSINESS SERVICES Marty Cohn		Business Cards	50.03
P11-03935	JOSTEN'S		Saddleback College Certificates	5,383.13
P11-03936	TIME MASTERS		Date/Time Stamp Machine	.00
P11-03937	TROXELL COMMUNICATIONS, INC.		VGA AUDIO SWITCHERS	1,626.90
P11-03938	HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION		9" x 12" Pocket Folder	6,090.00
P11-03939	W. W. GRAINGER		GEOGRAPHY SUPPLIES	113.93
P11-03940	SMART LEVELS MEDIA		Printing for Business Cards	31.35
P11-03941	OCE		FX 2081 FAX MAINTENANCE AGREEMENT	280.00
P11-03942	DICK BLICK COMPANY		Art Material Fees	135.54
P11-03943	HONORS TRANSFER COUNCIL OF CA % IVC HONORS PROGRAM		Prepay for HTCC Student Research Conference	1,590.00
P11-03944	ASSESSMENT TECHNOLOGIES INSTITUTE, LLC		TEAS FOR NURSING	1,500.00
P11-03945	HITT MARKING DEVICES, INC.		(2) Ink Stampers	42.96
P11-03946	NEW PIG CORPORATION		MAINTENANCE SUPPLIES	1,196.75
P11-03947	ROTLER MANUFACTURING CO.		AUTOMOTIVE EQUIPMENT	890.63
P11-03948	JOSTEN'S		*COMMENCEMENT STOLE/SASHES	758.81
P11-03949	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT		Tech Prep Funded Proposal Activities	2,000.00
P11-03950	MISSION AUTO EQUIP & LIFTS, INC.		Compressor Replacements	26,993.33
P11-03951	THE GIUST GALLERY		Drawing/Painting Props	2,265.48
P11-03952	DELL MARKETING L.P. C/O DELL USA L.P.		Storage Hardware for Storage Upgrade Project	258,698.76
P11-03953	PALEO BOND DIVISION UNCOMMON CONGLOMERATES, INC.		Paleo Lab Supplies	117.90
P11-03954	DICK BLICK COMPANY		Art Supplies	450.69
P11-03955	WARD'S NATURAL SCIENCE		GEOLOGY LAB SUPPLIES	114.02
P11-03956	W. W. GRAINGER		AUTOMOTIVE SUPPLIES	827.38
P11-03957	G.J. AUTOMOTIVE EQUIPMENT CO.		AUTOMOTIVE SUPPLIES	1,356.15
P11-03958	CAADE ATTN: WILLIAM L. SHILLEY		Annual CAADE Institutional Membership	200.00
P11-03959	ASSESSMENT TECHNOLOGIES INSTITUTE, LLC		ATI FOR NURSING	2,450.00
P11-03960	STAN WRIGHT		Chancellor's Advisory Reimburse Stan Wright CIWEA	1,000.00
P11-03961	APPLE COMPUTER, INC. ATTN: HiEd SALES SUPPORT		iPad 2 with cover - Chancellor Poertner	732.98
P11-03962	HOME DEPOT MISSION VIEJO STORE #614		Sculpture class supplies	550.00

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ESCAPE ONLINE

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Includes P11-03789 - P11-04335

PO Number	Vendor Name	Site	Description	Account Amount
P11-03963	GUTTER MASTERS		POLICE DEPARTMENT RAINGUTTERS	992.00
P11-03964	B & P SERVICES, INC.		BSTIC AND PAC GAS BOILERS VENT EXTENSION/TUNE UP	1,680.00
P11-03965	HPL MECHANICAL CONTRACTOR, INC.		CORRECT B100 STORM DRAIN	12,275.00
P11-03966	QUALITY FENCE CO., INC.		REMOVE, REPAIR & REPLACE FENCE	725.00
P11-03967	NINA M. YAMASAKI		Monitoring & Co-Training	735.00
P11-03969	FARNOOSH SORAYA		Adoption Instructor	480.00
P11-03970	SADDLEBACK GOLF CARS, INC.		2 EZ GO GOLF CARTS *quote attached	7,168.80
P11-03971	OLD TOWN MUSIC		Instructional music	511.00
P11-03972	ORANGE COUNTY PRINTING ATTN: ACCOUNTS RECEIVABLE		Keyring Order - Advertising	616.31
P11-03973	SO. ORANGE CO. COMM. COL.DIST		Return of Title IV Funds	2,880.00
P11-03974	HOME DEPOT MISSION VIEJO STORE #614		For purchase of Electricity supplies	200.00
P11-03975	ZAINO TENNIS COURTS, INC.		TENNIS COURT POST REPAIRS	1,400.00
P11-03976	AMTECH RELIABLE ELEVATOR CO.		SSC KITCHEN ELEVATOR KEY SWITCH	640.00
P11-03977	ORKIN EXTERMINATING, INC. ACURID		BEE ACTIVITY AT HORTICULTURE	250.00
P11-03978	BRAVO SIGN & DESIGN		ADA SIGNS FOR RESTROOMS	926.43
P11-03979	COMPUTERLAND OF SILICON VALLEY		CS5 Design Premium for Win (Media & License Key)	745.63
P11-03980	WELLS FARGO #3317		DVD for International Language Lab.	12.21
P11-03981	LUCK'S MUSIC LIBRARY		Music	183.11
P11-03982	CRUCIAL TECHNOLOGY		Memory Upgrades For New Computers	522.16
P11-03983	McKESSON GENERAL MEDICAL CORP		Medical Supplies	87.14
P11-03984	CALIFORNIA STAGE/LIGHTING, INC		Commencement: Pipe & Drape	702.00
P11-03985	WELLS FARGO #3317		Supplies for Environmental Classes	159.26
P11-03986	BigSigns.com		Wind Screen/ IVC Soccer field	6,633.60
P11-03987	TUSTIN UNIFIED SCHOOL DISTRICT		TUSD Tech Prep Funding Proposal	7,531.00
P11-03988	IRVINE UNIFIED SCHOOL DIST. ATTN: P.GRAHAM, ACCOUNTING		Tech Prep Funded Proposal Activities	8,000.00
P11-03989	COASTLINE ROP		Tech Prep Funded Proposal Activities	6,000.00
P11-03990	VANTAGE VEHICLE INT'L, INC.		CARGO VEHICLE	11,034.53
P11-03991	ORANGE COUNTY PRINTING ATTN: ACCOUNTS RECEIVABLE		Bic Clic Stic Pens	1,314.64
P11-03992	DAVID MILLER		PRIDE Panelist	50.00
P11-03993	LIGHT BULBS ETC.		Fashion Display Lighting Project	2,500.00
P11-03994	FISHER SCIENTIFIC		HEMATOLOGY EQUIP/SUPPLIES	4,918.06

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Includes P11-03789 - P11-04335

PO Number	Vendor Name	Site	Description	Account Amount
P11-03995	DB MECHANICAL, INC.		PAC, CDC, B100 AND A400 ROOF REPAIR/BRICK PROJECT	12,875.00
P11-03996	SO. COAST FIRE PROTECTION		ATEP ANNUAL FIRE EXTINGUISHER MAINTENANCE SERVICE	150.00
P11-03997	MOORE MEDICAL CORP.		OTC Medication	245.00
P11-03998	DISPENSING SOLUTIONS, INC.		Rx Medication	141.14
P11-03999	McKESSON GENERAL MEDICAL CORP		MEDICAL SUPPLIES	1,653.52
P11-04000	WELLS FARGO #3317		DVD for Language Lab.	29.72
P11-04001	LASER SOURCE		Toner	401.38
P11-04002	AK CONSTRUCTORS INC.		REHAB A100 STORAGE ROOM WALLS	1,100.00
P11-04003	SEHI PROCOMP COMPUTER PRODUCTS		Ink cartridges	2,304.41
P11-04004	McMASTER CARR SUPPLY COMPANY		RAPIDTECH NONINSTR SUPPLIES	257.78
P11-04005	NU AGE DEVELOPMENT, INC.		IVC REMODEL A101A, A127C & A127D	13,935.00
P11-04006	LIGHT BULBS ETC.		ID Lighting Projects	9,107.00
P11-04007	COMPUTERLAND OF SILICON VALLEY		Adobe Software/Licenses	261.69
P11-04008	KIRK		Paper to make copies	238.44
P11-04009	COMPUTERLAND OF SILICON VALLEY		Photoshop Elements for Fine Arts PIO	45.68
P11-04010	G/M BUSINESS INTERIORS		Office chair ergonomic	573.91
P11-04011	FREESTYLE		Photography supplies	337.79
P11-04012	IMPACT IMAGES CLEAR IMAGE, INC.		Photography supplies	144.88
P11-04013	IMAGE PRINTING SOLUTIONS CATHY ARONSON		Pens with college logo printed on them	1,715.63
P11-04014	THE SCHOOL COMPANY		Posters on Social Networking for new front area	102.01
P11-04015	MEDIA EDUCATION FOUNDATION		DVDS FOR SOCIOLOGY	148.44
P11-04016	KATHRYN MC MILLER, RHIA KMC CONSULTING		Independent consultant fee for the HIT program	6,000.00
P11-04017	DANIEL J. POTHE		Independent consultant fee for the H.I.T. program	6,000.00
P11-04018	PBS VIDEO/SHOP PBS PBS EDUCATIONAL VIDEO		DVDS/HISTORY	29.68
P11-04019	WOMEN MAKE MOVIES, INC.		DVD/WOMEN STUDIES	1,050.94
P11-04020	MEDIA EDUCATION FOUNDATION		DVD/WOMEN STUDIES	855.00
P11-04021	FILMS MEDIA GROUP FILMS FOR HUMANITIES & SCIENCE		DVD-SOCIOLOGY	543.85
P11-04022	NEW DAY FILMS		DVD/WOMENS STUDIES	343.19
P11-04023	ON TRACK		Track and Field Supplies	559.30
P11-04024	MF ATHLETIC COMPANY		Track and Field Supplies	929.21
P11-04025	BONE CLONES, INC.		ANTHROPOLOGY EQUIPMENT	8,638.32
P11-04026	THE EVOLUTION STORE		Drawing/Painting Props	3,302.01
P11-04027	RIO GRANDE ALBUQUERQUE		Steel Media System for Art Department	551.30
P11-04028	DELL MARKETING		SERVER INTERFACE PODS	388.19

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Includes P11-03789 - P11-04335

PO Number	Vendor Name	Site	Description	Account Amount
P11-04029	AILEEN J. ANDERSON		Guest Speaker - Aileen J. Anderson	100.00
P11-04030	ULINE, INC.		FIRST AID KIT	163.49
P11-04031	LAB SAFETY SUPPLY INC.		SAFETY SUPPLIES FOR CHEMISTRY LABS	94.10
P11-04032	FISHER SCIENTIFIC		CHEMICALS FOR MICROBIOLOGY	143.62
P11-04033	WARD'S NATURAL SCIENCE		Geology Instructional Supplies	713.69
P11-04034	AGUINAGA GREEN, INC.		Mulch for Native Garden	261.00
P11-04035	DANIEL SMITH, INC.		Student Art Supplies	1,078.16
P11-04036	DICK BLICK COMPANY		Student Art Supplies	611.38
P11-04037	REI		GEOGRAPHY EQUIPMENT	176.34
P11-04038	MAQUINSAL SEWING MACHINE CO.		FASHION EQUIPMENT	3,474.56
P11-04039	DIGI-KEY CORP. 610887		ELECTRONIC SUPPLIES	543.98
P11-04040	ELECTRONIX EXPRESS		ELECTRONIC SUPPLIES	1,352.27
P11-04041	LaMode West		FASHION SUPPLIES	543.54
P11-04042	HEARLIHY & COMPANY/A PITSCO COMPANY		DRAFTING SUPPLIES	42.80
P11-04043	COMPUTERLAND		Captivate 5	632.53
P11-04044	KATHCO PRODUCTS	SC WAREHOUSE	Warehouse Supplies	.00
P11-04045	MS ABRASIVE CLEANING EQUIPMENT		Art Supplies	403.75
P11-04046	LAGUNA CLAY CO.		Art Supplies	1,331.10
P11-04047	LEGION WEST PAPER		Art Supplies	1,343.03
P11-04048	APPLE COMPUTER, INC.		iPad 2's	5,125.00
P11-04049	MARLYS GRODT		Class Specification Services	500.00
P11-04050	DOUGHERTY + DOUGHERTY ARCHITECTS LLP	SC Science	SCIENCE BLDG. ARCHITECT	.00
P11-04051	SIMS-ORANGE WELDING SUPPLY		Gas and supplies for Art Department	500.00
P11-04052	AARDVARK CLAY AND SUPPLIES		Art supplies	1,200.00
P11-04053	HOME DEPOT MISSION VIEJO STORE #614		Art supplies	1,600.00
P11-04054	THE EXPENDABLES RECYCLER	Bldg W/Com Arts	Gels & other expendables for student use	751.37
P11-04055	CATHERINE BERES		Reimbursement for vintage DVDs	26.96
P11-04056	LAURIE M. VARTANIAN dba RELIABLE RESPONSE		CPR/ 1st Aid Instructor	1,400.00
P11-04057	HOME DEPOT MISSION VIEJO STORE #614		Blanket PO for Supplies	100.00
P11-04058	FRY'S ELECTRONICS		Blanket P.O. for supplies	850.00
P11-04059	SO. ORANGE CO. COMM. COL.DIST		R2T4 Direct Loan Repayment	262.00
P11-04060	TRICIA TINER		Workshop Trainer SSA Conference	90.00
P11-04061	WEST COAST NETTING, INC.		New equipment- Protective screens for baseball	3,445.63
P11-04062	FISHER SCIENTIFIC		SUPPLIES FOR CLIN. MICRO CLASS	6,115.75
P11-04063	VICTORIA ZACKHEIM		Guest Speaker - Victoria Zackheim	100.00
P11-04064	CREATION ENGINE		Software	573.27

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Includes P11-03789 - P11-04335

PO Number	Vendor Name	Site	Description	Account Amount
P11-04065	GOODWILL INDUSTRIES OF ORANGE COUNTY		Contract with DPI Services	316.00
P11-04066	IRONWOOD PLUMBING, INC.		FACTORY SERVICE OF RAYPAK PH4, PE100 & SSC BOILERS	600.00
P11-04067	MEDCO SUPPLY COMPANY		Athletic training room equipment	599.52
P11-04068	B & H PHOTO		RAPIDTECH NEW EQUIP & NONINSTR SUPPL	7,411.53
P11-04069	PASCO SCIENTIFIC		Biology Competitive Equipment	17,403.31
P11-04070	FITNESS WHOLESALE, INC.		Dance fitness supplies	309.42
P11-04071	SEHI PROCOMP COMPUTER PRODUCTS		Toner	875.35
P11-04072	ANA MERK		Workshop Trainer	120.00
P11-04073	CELIA SLOA		Guest Speaker - Cece Sloan	100.00
P11-04074	MIRANDA RICHARD		Contract Services	350.00
P11-04075	DICK BLICK COMPANY		Art Supplies	4,641.16
P11-04076	HIROMI PAPER INTERNATIONAL		Printmaking Class Supplies	767.17
P11-04077	MAQUINSAL SEWING MACHINE CO.		Student Fashion Supplies	437.79
P11-04078	MELISSA SANDVIG		Contract Services	200.00
P11-04079	EXPERT WINDOW COVERINGS, INC.		BGS-305 SHADE	391.50
P11-04080	EVAN STRAND		Contract Services	100.00
P11-04081	PAUL BUNCH		Contract Services	35.00
P11-04082	COLLINS COMPANY		New Equipment - Baseball Batting Cage	2,545.00
P11-04083	COLLINS COMPANY		New equipment- Portable teaching cart- tennis	414.75
P11-04084	CROWD CONTROL WAREHOUSE		Retractable Belt Barriers	550.00
P11-04085	APPLE COMPUTER, INC.		Software	47.45
P11-04086	SchoolOutfitters.com		Office Supply	71.42
P11-04087	OTPT		Dance Fitness supplies	973.45
P11-04088	OTPT		Dance fitness supplies	203.57
P11-04089	BALANCED BODY		Dance Fitness supplies	1,147.04
P11-04090	CORPORATE BUSINESS INTERIORS		LIGHT BULBS FOR HS CUBICLES	268.55
P11-04091	MOUSER ELECTRONICS INC.		PHYSICS SUPPLIES	147.54
P11-04092	SO. COAST TROPHY AND ENGRAVING		Awards and trophies for students	500.00
P11-04093	R2A ARCHITECTURE		STORM DRAIN REPAIR PLAN	10,000.00
P11-04094	SHELF MASTER, INC.		Geology/Physics Instructional Supplies	501.67
P11-04095	DICK BLICK COMPANY		Art Supplies	2,052.84
P11-04096	J. M. McCONKEY CO.		Greenhouse/Student Plant Projects	361.90
P11-04097	W. W. GRAINGER		Automotive Supplies	478.39
P11-04098	NASCO WEST INDUSTRIES, INC.		Food/Nutrition Supplies	1,012.85
P11-04099	DELTA BIOLOGICALS		CATS FOR BIO.11 - ANATOMY	3,474.56
P11-04100	ORION TELESCOPES & BINOCULARS		Astronomy Supplies	358.06
P11-04101	AARDVARK CLAY AND SUPPLIES		Ceramics Supplies	7,088.56
P11-04102	C.T.I./VALUELINE		Drafting Supplies	261.54

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Includes P11-03789 - P11-04335

PO Number	Vendor Name	Site	Description	Account Amount
P11-04103	THECOMPETITIVEEDGE.COM		Biology Supplies	249.04
P11-04104	CALIFORNIA METAL-X		Jewelry-Making Supplies	3,072.19
P11-04105	BOB PARRETT CONSTRUCTION		REPAIR/REPLACE DOOR AT SWIMMING PUMP HOUSE	22,197.00
P11-04106	JUDGE NETTING, INC.		GOLF NETTING REPAIRS	16,600.00
P11-04107	ANASAZI INSTRUMENTS, INC.		RECALIBRATION/INSTRUCTION FOR NMR IN ANNEX	1,000.00
P11-04108	AUTOMOTIVE SERVICE COUNCILS OF CA/ORANGE COAST CHAPTER 50		Membership dues	25.00
P11-04109	SEHI PROCOMP COMPUTER PRODUCTS		PRINTER AND TONER CARTRIDGES	1,584.85
P11-04110	ESSENCE ENTERTAINMENT		Contract Services	2,000.00
P11-04111	THE BLIND FACTORY		BLINDS FOR A100 RESEARCH OFFICE	135.00
P11-04112	MILLENNIUM BUSINESS SERVICES Marty Cohn		Business Cards for Emeritus Professors	50.03
P11-04113	SADDLEBACK BOOKSTORE - #296 FOLLETT HIGHER EDUCATION GROUP		Faculty Commencement Garb Order 2011	600.00
P11-04114	FIDUCIA'S CONST. SERVICES		A100 CARPET PRESIDENT'S OFFICE	4,954.00
P11-04115	FREESTYLE		Student Photo Supplies	2,011.68
P11-04116	EXCHANGE		DVDS FOR CD	161.50
P11-04117	POSWORLD		Thermal Receipt Paper for Bursar's Printers	91.35
P11-04118	SARGENT-WELCH LLC VWR INTERNATIONAL COMPANY		STUDENT FEE BASED CHEMISTRY SUPPLIES	75.26
P11-04119	FISHER SCIENTIFIC		STUDENT FEE BASED CHEM SUPPLIES	1,376.78
P11-04120	CALIFORNIA STAGE/LIGHTING, INC		Fog machine rental for "Phantom of the Opera"	148.75
P11-04121	MILLENNIUM BUSINESS SERVICES Marty Cohn		Business Cards: Katie Felli	50.03
P11-04122	COLLEGE MEDIA NETWORK		1 Yr.Coll.Publ.Stand. CP5 Suite/Support Eff.1/1/11	1,995.00
P11-04123	K. STARR AVEDESAN		Workshop Trainer SSA Conference	90.00
P11-04124	DIANA ROBLES NICHOLS		Workshop Trainer SSA Conference	90.00
P11-04125	DICK BLICK COMPANY		Student Fashion Supplies	255.43
P11-04126	W. W. GRAINGER		MAINTENANCE SUPPLIES	153.34
P11-04127	AARDVARK CLAY AND SUPPLIES		Ceramics Supplies	2,014.29
P11-04128	MISSION AUTO EQUIP & LIFTS, INC		Automotive Supplies	845.66
P11-04129	DAD'S ROCK SHOP		GEOLOGY SUPPLIES	658.04
P11-04130	UTRECHT		Art Supplies	136.28
P11-04131	DANIEL SMITH, INC.		Art Supplies	142.15
P11-04132	CLARKE & ASSOCIATES, INC.	IVC Life Sci	SIGN FOR LIFE SCIENCE	590.70
P11-04133	SADDLEBACK BOOKSTORE - #296 FOLLETT HIGHER EDUCATION GROUP		Commencement RENTAL BOT cap/gown order	800.00
P11-04134	R.M. SYSTEMS, INC.		INTEGRATE FIRE ALARM SYSTEM INTO NETWORK	1,966.00

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Includes P11-03789 - P11-04335

PO Number	Vendor Name	Site	Description	Account Amount
P11-04135	HOME DEPOT MISSION VIEJO STORE #614		Blanket PO to Home Depot	.00
P11-04136	KIRK		Paper Order	.00
P11-04137	PACIFIC COLLEGE TESTING		Site License for Assessment	1,200.00
P11-04138	WELLS FARGO #3317		Books	263.31
P11-04139	C.E.M. LAB CORP. CIVIL ENGINEERING MATERIAL LAB	IVC Great Lawn	IVC LANDSCAPE PROJECT	12,500.00
P11-04140	WELLS FARGO #3317		Books For Jazz Music Classes	35.78
P11-04141	AMSTERDAM PRINTING & LITHO Attn: RICH O'BRIEN		Recruitment Items	1,187.00
P11-04142	WELLS FARGO #3317		* DVD/HISTORY-ATTACHMENT	20.37
P11-04143	SOUTHLAND INSTRUMENTS, INC.		BIOLOGY INSTRUCTIONAL EQUIPMENT	5,879.46
P11-04144	THE MICROSCOPE STORE		BIOLOGY EQUIPMENT	1,532.19
P11-04145	SOUTHERN CALIFORNIA SANITATION	IVC Great Lawn	FENCING FOR GREAT LAWN.	15,000.00
P11-04146	UNIV OF CA., LOS ANGELES TRANSPORTATION & PARKING		CA Chancellor's Advisory UCLA Parking 5/9/11	250.00
P11-04147	SEW TRUE SUPPLY		Student Fashion Supplies	322.60
P11-04148	GOODSON MANUFACTURING COMPANY		Automotive Supplies	119.71
P11-04149	TAKACH PRESS CORP.		Printmaking Class Inks	467.03
P11-04150	RIO GRANDE ALBUQUERQUE		Jewelry Making Supplies	2,788.08
P11-04151	ARMSTRONG TOOL & SUPPLY CO.		Jewelry Making Supplies	1,007.47
P11-04152	DLG REST. EQUIP. & CLOSEOUTS		Food/Nutrition Supplies	1,851.61
P11-04153	AARDVARK CLAY AND SUPPLIES		PLASTER for DMP	78.14
P11-04154	FRED PRYOR SEMINARS		Leadership Skills Training for Saddleback College	3,300.00
P11-04155	ASW EXPRESS		Student Fashion Supplies	2,817.55
P11-04156	WELLS FARGO #3317		Book	43.62
P11-04157	EVAN ODELL SWENSON		Contract Services	200.00
P11-04158	VITAL LINK EDUCATION AND BUSINESS CONSORTIUM		Coordination and facilitation	2,899.36
P11-04159	HOME DEPOT EAST IRVINE STORE #8525		BLANKET FOR SUPPLIES USED IN PHYSICAL SCIENCES	400.00
P11-04160	REPRO XPRESS		Plns/Drwns of Board Room - Repair to sound system	160.70
P11-04161	EXTENSIS CORPORATION		Software upgrades	421.33
P11-04162	SHAPE TOOLS, LLC		RAPIDTECH NEW EQUIP & SOFTWARE	4,362.13
P11-04163	DELL MARKETING		RAPIDTECH NEW EQUIP/TECH	5,638.61
P11-04164	TOMARK SPORTS EQUIPMENT		Field Equipment/IVC Baseball	4,299.96
P11-04165	WEISENBACH SPECIALTY PRINTING INC.		Promo Items for Environmental Studies	1,904.73
P11-04166	AMTECH RELIABLE ELEVATOR CO.		LIBRARY ELEVATOR REPAIR	2,640.00
P11-04167	SADDLEBACK GOLF CARS, INC.		DIAGNOSTIC UNIT FOR CARTS	886.64
P11-04168	SODEXHO %FULLERTON COLL. CATERING SVCS		Catering for Rgnl Workshop @ Fullerton College 4/7	553.27
P11-04169	ENDZONE VIDEO SYSTEMS		Football Film Equipment	6,160.16

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Includes P11-03789 - P11-04335

PO Number	Vendor Name	Site	Description	Account Amount
P11-04170	WELLS FARGO #3317 (DISTRICT)		Green Book exam book for geology lab exams	171.10
P11-04171	XPRESS MYSELF .COM dba SMART SIGN .COM		Mats	239.21
P11-04172	WOLTERS KLUWER HEALTH		Student Art Supplies	366.33
P11-04173	OCEANSIDE PHOTO & TELESCOPE		Astronomy Instructional Supplies	316.18
P11-04174	HAITBRINK ASPHALT PAVING, INC.		REPAIR ASPHALT, SLURRY AND REPAINT PARKING LOT 2	28,255.00
P11-04175	OCEANSIDE PHOTO & TELESCOPE		Astronomy Instructional Equipment	3,999.69
P11-04176	UNITED INTERIORS		SSC 107 LOBBY & M CONNOLLY FURNITURE	20,707.70
P11-04177	ART.COM		Architectural Supplies	745.21
P11-04178	GAYLORD BROTHERS, INC.		Library Instructional Supplies	276.06
P11-04179	DEMCO INC.		Library Instructional Supplies	160.21
P11-04180	HIGHSMITH CO., INC.		Library Instructional Supplies	209.74
P11-04181	LIBRARY ADVANTAGE		Library Instructional Supplies	282.75
P11-04182	ART SUPPLY WAREHOUSE		Blanket P.O. for student supplies as needed	1,500.00
P11-04183	NEXUS IS, INC.		Upgrade IVC Voice Server	10,584.85
P11-04184	LYNDA.COM, INC.		Lynda.Com Standard Training Package	275.00
P11-04185	PARADISE BAKERY-MISSION VIEJO		Quickstart 3-day Training Event - Lunches	622.11
P11-04186	DICK'S SPORTING GOODS LAGUNA HILLS STORE		Instruction supplies - blanket PO	.00
P11-04187	CA STATE DEPT SOCIAL SERVICE RCFE CERT UNIT		Annual License Fee State of California	880.00
P11-04188	THE BLIND FACTORY		A300 VERTICAL BLINDS	375.19
P11-04189	WELLS FARGO #3317		Evaluation and Testing on Android Platform	1,198.00
P11-04190	XEROX CORPORATION ATTN: ARDIE HOOD	SC WAREHOUSE	COPIER FOR SC WAREHOUSE	8,537.53
P11-04191	XEROX CORPORATION ATTN: ARDIE HOOD	SC WAREHOUSE	BLANKET P.O. FOR COPIES IN WAREHOUSE	42.09
P11-04192	WEST-LITE SUPPLY CO.		Photography Supplies	7.28
P11-04193	LAB CORPORATION		Equipment for the ATEP Automation Lab	296,172.69
P11-04194	SEHI PROCOMP COMPUTER PRODUCTS		Scanner	154.12
P11-04195	SCRIP-SAFE SECURITY PRODUCTS		Diploma printing	3,826.03
P11-04196	SEHI PROCOMP COMPUTER PRODUCTS		PRINTER FOR DISPATCH OFFICE	120.28
P11-04197	ORANGE COUNTY REGISTER		ADVERTISING - BID 11	.00
P11-04198	GLENCOE/MC GRAW HILL JAMESTOWN EDUCATION		Books for the Reading Lab.	529.21
P11-04199	TRUE BLUE MUSIC/MOSAIC RECORDS		CDs for jazz classes	56.92
P11-04200	WELLS FARGO #3317 (DISTRICT)		Literature Racks retractable banner stands	163.33

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PO Number	Vendor Name	Site	Description	Account Amount
P11-04201	B & H PHOTO		Photography supplies	1,241.49
P11-04202	U S SHOP TOOLS		TOOLS FOR CNC CLASSES	1,330.39
P11-04203	YOUNGRO KIM		Labor of making app for checkout laptops	300.00
P11-04204	ROSALBA CERVANTES		PRIDE Monitor	210.00
P11-04205	NEWPORT COMPUTER SOLUTIONS, INC		District IT Storage Infrastructure	20,990.93
P11-04206	DIEMMY TRAN		Adoptions Instructor	360.00
P11-04207	DIRECT SYSTEMS SUPPORT		District IT Storage Infrastructure	48,769.41
P11-04208			College Blue Book	517.97
P11-04209	UNION ELECTRONIC DISTRIBUTORS		PROJECTOR LAMPS	1,955.33
P11-04210	CALIFORNIA PLACEMENT ASSN % MAGGI DUNSMORE, COOP EDU DEPT		Chancellor's CMTEE CPA	14,000.00
P11-04211	PRO CHEMICAL & DYE		Student Fashion Supplies	3,469.44
P11-04212	ORANGE CO. FARM SUPPLY		Horticulture Supplies	702.48
P11-04213	BIO-RAD LABORATORIES, INC. LIFE SCIENCE GROUP		Biology Supplies	.00
P11-04214	MARLYS GRODT		Preparation of Class Specification	500.00
P11-04215	MOUSER ELECTRONICS INC.		PHYSICS SUPPLIES	121.13
P11-04216	RALPH ANDERSEN & ASSOCIATES		Technical Assistance	10,000.00
P11-04217	REI		GEOGRAPHY SUPPLIES	303.45
P11-04218	IRVINE VALLEY COLLEGE BOOKSTORE		Books for EWD (CACT) Classes	1,990.97
P11-04219	ACCUVANT INC.		Information Security Policy Development	30,600.00
P11-04220	MILLENNIUM BUSINESS SERVICES Marty Cohn	SC WAREHOUSE	REPLENISH	.00
P11-04221	MISSION VIEJO GLASS		REPAIR FOR FA-111L	750.00
P11-04222	FREESTYLE		PHOTO SUPPLIES	248.11
P11-04223	K-LOG COMPANY		Room Divider for SSC 140C	1,019.65
P11-04224	KAPLAN EARLY LEARNING COMPANY		MATERIALS FOR SADDLEBACK CDC	301.58
P11-04225	Z CORPORATION		Instructional supplies for DMP	2,475.94
P11-04226	SEPULVEDA BUILDING MATERIALS		Horticulture Supplies	567.56
P11-04227	COMPUTERLAND OF SILICON VALLEY		SERVER LICENSES	9,484.00
P11-04228	ANGIE YOUNG		DVD WGS	178.13
P11-04229	BELNICK INC.		Tables and chairs for PAC	1,380.98
P11-04230	LEE ARMSTRONG CO., INC.		Install carpet in TAS offices.	3,900.00
P11-04231	PBS VIDEO/SHOP PBS PBS EDUCATIONAL VIDEO		DVD HISTORY	65.26
P11-04232	WAXIE SANITARY SUPPLY	SC WAREHOUSE	BACKPACK VACUUM	318.27
P11-04233	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES	2,244.47
P11-04234	SILPAK, INC.		DMP Supplies	70.84
P11-04235	BNPOSTV, LLC % RHONDA SCIORTINO		SSA Conference Workshop	1,500.00
P11-04236	EWING IRRIGATION PRODUCTS		IRRIGATION SUPPLIES	842.20

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PO Number	Vendor Name	Site	Description	Account Amount
P11-04237	ERNEST PACKAGING SOLUTIONS		Student Fashion Supplies	358.88
P11-04238	ALLIED REFRIGERATION, INC.		HVAC SUPPLIES	218.08
P11-04239	IRVINE PIPE & SUPPLY		PLUMBING SUPPLIES	813.80
P11-04240	JON'S FLAG SHOP		FLAGS	258.28
P11-04241	ULINE, INC.		Biology Supplies	199.22
P11-04242	WEISENBACH SPECIALTY PRINTING INC.		Promotional Items for Env. Studies.	528.95
P11-04243	G/M BUSINESS INTERIORS		PURCHASE OF CHAIR	583.91
P11-04244	SAMY'S CAMERA		PHOTO SUPPLY	.00
P11-04245	RGP PLANNING & DEVELOPMENT SERVICES		CEQA CONSULTANT SERVICES	264,894.00
P11-04246	ULINE, INC.	SC WAREHOUSE	WAREHOUSE SUPPLIES	171.00
P11-04247	STONEWALL CABLE		Computer Cables For Haas Installation	330.01
P11-04248	LAB SAFETY SUPPLY INC.		Safety Supplies for Art Department	296.64
P11-04249	W. W. GRAINGER		Dolly	236.27
P11-04250	AIR VIEWS		Aerial images of ATEP	1,375.69
P11-04251	REYNOLDS ADVANCED MATERIALS		Supplies for MFG Classes	1,028.49
P11-04252	MONIK'S CREATIVE MOVEMENT		Contract Services For F.A.	75.00
P11-04253	EDUCATIONAL INNOVATIONS		PHYSICS SUPPLIES	136.86
P11-04254	SO. ORANGE CO. COMM. COL. DIST		Return of Title IV Funds	103.00
P11-04255	MONIK'S CREATIVE MOVEMENT		Contract Services	550.00
P11-04256	DRS. FOSTER & SMITH		Biology Supplies	150.87
P11-04257	AQUATIC SAMPLING CO.		Geology Instructional Supplies	266.17
P11-04258	AMER. EDUCATIONAL PRODUCTS LLC		Geology Instructional Supplies	373.44
P11-04259	MSC INDUSTRIAL SUPPLY CO.		RAPIDTECH NEW EQUIP	777.01
P11-04260	EDVOTEK, INC.		Biology Supplies	1,266.31
P11-04261	INTERMOUNTAIN LOCK & SECURITY SUPPLY, INC.		Padlocks	254.14
P11-04262	ELECTRONIX EXPRESS		Electronic Instructional Supplies	317.18
P11-04263	THE LAB DEPOT		PHYSICS SUPPLIES	154.74
P11-04264	McMASTER CARR SUPPLY COMPANY		PHYSICS SUPPLIES	75.78
P11-04265	SO. ORANGE CO. COMM. COL. DIST		Return of Title IV Funds	246.00
P11-04266	SNADER AND ASSOCIATES, INC.	Bldg W/Com Arts	SDI DA's for HD Studio	855.00
P11-04267	IKON OFFICE SOLUTIONS		New Printer, Bookletmaker & software	231,905.98
P11-04268	B & H PHOTO		* Student Photo Supplies	2,383.20
P11-04269	CALIFORNIA NEWSREEL ORDER DEPARTMENT		DVD HISTORY	350.31
P11-04270	ICARUS FILMS		DVD HISTORY	353.88
P11-04271	SMART LEVELS MEDIA		7 Steps Flyer	335.68
P11-04272	RIVERSIDE PUBLISHING		LD Testing Materials	250.80
P11-04273	CUSTOMER SERVICE - ORDERS COMMUNITY COLLEGE LEAGUE OF CALIFORNIA/CCLAA		2011 Comm. College Directory	21.00
P11-04274	SPORTS FIELD INSTALLATION		FOOTBALL FIELD RENOVATION	61,400.00

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.

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Includes P11-03789 - P11-04335

PO Number	Vendor Name	Site	Description	Account Amount
P11-04275	NOTHING BUT AIR	.	Balloons for 8th grade job shadow day	150.00
P11-04276	DOUGLAS WESTLAKE		Piano Tuning For Guest Artists	500.00
P11-04277	BRIAN K. SATTERFIELD		Workshop Trainer	540.00
P11-04278	RIDDELL AMERICAN SPORTS CORP		New equipment - Football equipment	5,091.49
P11-04279	GEORGE PATTON ASSOCIATES INC.	.	Sign Holders	264.43
P11-04280	B & H PHOTO		Printer cartridges for shared dept. printer.	1,461.60
P11-04281	DLG REST. EQUIP. & CLOSEOUTS		Culinary Equipment	14,007.70
P11-04282	GOVCONNECTION		Sheet-Fed Scanner	549.58
P11-04283	JIM'S MUSIC CENTER, INC.	.	Instructional Equip.	24,055.50
P11-04284	SchoolOutfitters.com		LECTERNS FOR SBS	2,992.19
P11-04285	GOPHER SPORTS EQUIPMENT		Yoga Class Supplies	2,619.69
P11-04286	McMAHAN BUSINESS INTERIORS		STOOLS FOR SBS-ATTACHMENT	4,698.00
P11-04287	CDW-G COMPUTER CENTERS	.	CalSAVE Tech Contract	941.43
P11-04288	DEXON COMPUTER, INC.	.	FIBEROPTIC MODULES	17,627.50
P11-04289	HYPERGLAZE		Ceramics Glaze Software For Art Department	271.88
P11-04290	COMPUTER CABLE STORE	.	FIBER OPTIC PATCH CABLES	268.00
P11-04291	B & H PHOTO	.	Student Photo Supplies	86.84
P11-04292	McMAHAN BUSINESS INTERIORS		CREDENZA SBS	507.43
P11-04293	ALSA CORPORATION		RAPIDTECH NEW EQUIP	710.13
P11-04294	PSYCHOLOGICAL ASSESSMENT RESOURCES, INC.		LD TESTING MATERIALS - PAR	741.41
P11-04295	VIRIDIS3D, LLC		RAPIDTECH SOFTWARE	642.33
P11-04296	LIFETIME MEMORY PRODUCTS, INC.		USB DRIVES/SBS	1,531.63
P11-04297	UNITED VOLLEYBALL SUPPLY, LLC.		Volleyball Nets For The IVC Volleyball Program	1,228.89
P11-04298	TOOL DEPOT		Tools for Art Department	728.67
P11-04299	HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION		Sticky Note Pads	518.94
P11-04300	SMART LEVELS MEDIA		Transfer Celebration Flyers	153.44
P11-04301	W. W. GRAINGER		Automotive Supplies	719.34
P11-04302	HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION		Swanky Pens	.00
P11-04303	GLB ENTERPRISES		FMO VEHICLE PART	47.46
P11-04304	GEMPLER'S		Horticulture Supplies	445.82
P11-04305	DISCOUNT OFFICE ITEMS.com		Shredder	439.88
P11-04306	ECOLAB INC. GOVERNMENT SALES		Student Food/Nutrition Supplies	288.58
P11-04307	IMAGE PRINTING SOLUTIONS CATHY ARONSON		Registration Receipts Plain	1,827.00
P11-04308	ORANGE CO. FARM SUPPLY		Biology Supplies	168.08
P11-04309	MSC INDUSTRIAL SUPPLY CO.	.	GROUND'S EQUIPMENT	1,296.37
P11-04310	SMART LEVELS MEDIA		Transfer Answer Brochures	471.29

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Includes P11-03789 - P11-04335

PO Number	Vendor Name	Site	Description	Account Amount
P11-04311	SMART LEVELS MEDIA		Transfer Center Newsletters	1,761.73
P11-04312	STEEL SENTRY		CHEMISTRY EQUIPMENT	552.70
P11-04313	SALSBURY INDUSTRIES		Locks	39.19
P11-04314	PASCO SCIENTIFIC		Physics Instructional Equipment	.00
P11-04315	FORESTRY SUPPLIERS, INC.		Geology Instructional Equipment	1,221.25
P11-04316	L.A. ACADEMY OF FIGURATIVE ART		Prepayment for Workshop	645.00
P11-04317	MOLE-RICHARDSON	Bldg W/Com Arts	Light Supplies	482.84
P11-04318	FAWN TANRIVERDI		Paid In Advance To Fawn Tanriverdi	1,477.00
P11-04319	IRVINE VALLEY COLLEGE BOOKSTORE		Textbook Purchases	3,556.00
P11-04320	RESERVE ACCOUNT PITNEY BOWES		FUNDS FOR POSTAGE	30,000.00
P11-04321	GOODWILL INDUSTRIES OF ORANGE COUNTY	IVC Warehouse	Deaf interpreting service fees for DSPS students	936.25
P11-04322	DIRECT PAINTING & DECORATING INC.		HORTICULTURE PAINTING	564.00
P11-04323	IMAGE PRINTING SOLUTIONS CATHY ARONSON		Transcript Paper	4,513.13
P11-04324	WIRESPRING TECHNOLOGIES INC.		Device/SW Server System for DIGITAL MEDIA	1,480.00
P11-04325	APPLE COMPUTER, INC.		MAC COMPUTERS/IPADS	17,655.79
P11-04326	FITNESS WHOLESALE, INC.		Dance Supplies	75.88
P11-04327	TIGER DIRECT		RAPIDTECH NEW EQUIP	270.11
P11-04328	HAITBRINK ASPHALT PAVING, INC.		LOT 9 REPAINT	21,900.00
P11-04329	MONNIT CORP.		Humidity Sensors	543.98
P11-04330	IKON OFFICE SOLUTIONS		3-Mo. Service for Kodak EX 125 & Bookletmaker	4,094.44
P11-04331	WORLDWIDE INSTALLATIONS		INSTALL GRAPHICS ON PATROL UNIT	300.00
P11-04332	LYNDA.COM, INC.	Bldg W/Com Arts	Online Training Service for Staff	3,250.00
P11-04333	BRAVO SIGN & DESIGN		SIGN REPLACEMENT & REPAIRS	328.33
P11-04334	HAITBRINK ASPHALT PAVING, INC.		SM CONCRETE WORK	1,700.00
P11-04335	SEHI PROCOMP COMPUTER PRODUCTS		Repair for Printer- Tray 4515	100.70
			Total	543
				2,889,601.39

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Includes P11-03789 - P11-04335

PO Number	Vendor Name	Site	Description	Account Amount
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Fund Summary

<u>Fund</u>	<u>Description</u>	<u>PO Count</u>	<u>Amount</u>
01	General Fund	510	1,655,629.93
12	Child Development Fund	3	2,056.58
40	Capital Outlay Fund	29	1,206,914.88
68	Self-Insurance Fund	1	25,000.00
Total		543	2,889,601.39

PO Changes

	<u>New PO Amount</u>	<u>Change Amount</u>
Total PO Changes		

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Includes P12-00001 - P12-00031

PO Number	Vendor Name	Site	Description	Account Amount
P12-00002	FOUNDATION FOR CCC ATTN: STEVE TUCK, PURCHASING	.	ESRI ARCVIEW SITE LICENSE *order form attached	2,000.00
P12-00003	GOENGINEER	.	SOLIDWORKS SUBSCRIPTION RENEWAL	1,461.25
P12-00004	MARCIVE, INC.	.	Library authority service per Jenny Langrell	1,350.00
P12-00005	SOCIETY FOR COLL & UNIV PLNG		Institutional Membership	750.00
P12-00006	N-OADN NATIONAL OFFICE		NOADN MEMBERSHIP RENEWAL	400.00
P12-00007	ORANGE CO. BUSINESS JOURNAL		Subscription	69.00
P12-00008	WOLTERS KLUWER HEALTH SUBSCRIPTION DEPARTMENT		SUBSCRIPTION TO NURSE EDUCATOR	119.99
P12-00009	THE DATA WAREHOUSING INSTITUTE		Institutional membership	1,200.00
P12-00010	ACCREDITING COMMISSION FOR COMMUNITY & JUNIOR COLLEGES		Annual membership to ACCJC	20,072.00
P12-00011	THE RP GROUP		Institutional membership	350.00
P12-00012	MAPLESOFT	.	Maple Renewal	1,908.56
P12-00014	ALLDATA LLC	.	ALLDATA SUBSCRIPTION RENEWAL *see attached	889.69
P12-00015	SOLARWINDS.NET, INC.	.	SOLARWINDS MAINT RENEWAL *quote attached	395.00
P12-00016	COUNTY OF ORANGE AUDITOR-CONTROLLER		Range Fees	2,100.00
P12-00017	SIXTEN, INC. dba SIXTEN & ASSOC.		State Mandated Cost Claiming Services 2011-12	24,000.00
P12-00018	LOGMEIN, INC.	.	LogMeIn Rescue Subscription Software	4,995.00
P12-00019	PROCESS SOFTWARE CORPORATION		Process Software for MultiNet Maintenance	1,075.00
P12-00020	PRO TECHNOLOGY AUTOMATION, INC		Adobe Annual Premium Support	3,248.63
P12-00021	WEST COAST TECHNOLOGY		Dell Equilogic Storage Device Maintenance Renewal	6,250.00
P12-00022	GALL'S OF LONG BEACH		Uniforms in box	5,000.00
P12-00023	HEWLETT-PACKARD COMPANY		Campus Wide Software License Renewal	4,365.00
P12-00024	ASSN FOR INSTIT RESEARCH		Institutional membership to AIR	125.00
P12-00025	MAYO CLINIC HEALTH LETTER		Medical Periodical	64.13
P12-00026	UNIVERSITY OF CALIFORNIA BERKELEY WELLNESS LETTER		Medical Periodical	39.00
P12-00027	GUEST ARTISTS		PERFORMANCE CONTRACT	4,100.00
P12-00028	TABLEAU SOFTWARE		Tableau maintenance	270.00
P12-00029	USITT		Membership renewal	270.00
P12-00030	NASFAA MEMBERSHIP RENEWALS		NASFAA DUES 11/12	1,140.00
P12-00031	ChemSW, Inc.		SOFTWARE SUPPORT FOR CHEMSW INVENTORY PROGRAM	740.00

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Includes P12-00001 - P12-00031

PO Number	Vendor Name	Site	Description	Account Amount
			Total	29 <u>88,747.25</u>

Fund Summary

Fund	Description	PO Count	Amount
01	General Fund	29	88,747.25

PO Changes

	New PO Amount	Change Amount
Total PO Changes		

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BOARD OF TRUSTEES CONFIRMING REQUISITION LISTING

Includes 03/02/2011-04/05/2011

Requisition Number	Vendor Name	Description	Requisition Total
RQ11-04802	ELIZABETH CIPRES	REIMBURSE: Elizabeth Cipres for postage	6.48
RQ11-05287	JOHN W. EDWARDS	FLAG REIMBURSEMENT	122.89
RQ11-05419	ROOPA MATHUR	Attendance at BESAC Conf. in Sacramento April 7-9	925.00
RQ11-05487	DENICE INCIONG	Conference expenses reimbursement	2,100.00
RQ11-05593	FAWN TANRIVERDI	Reimbursment for Fawn Tanriverdi	90.00
RQ11-05604	BART MC HENRY	* Conference for Bart McHenry	38.50
RQ11-05630	DAVID E. ANDERSON, JR.	ACCE Conference 2011	401.86
RQ11-05632	WELLS FARGO #3317	Amazon.com	107.90
RQ11-05633	JOHN LICITRA	J. Licitra, Reimbursement for CSU Counselor Conf.	15.00
RQ11-05634	JOHN LICITRA	J. Licitra, Reimbursement for ETS Counselor Conf.	90.00
RQ11-05642	COACH AMERICA	* Bus for El Field Trip	1,140.70
RQ11-05671	IKEGAMI ELECTRONICS (USA) INC.	* Camera Repair - Board Room Camera	459.16
RQ11-05692	S & B FOODS	Refreshments for Bus.Mgmt. Advisory forum	172.91
RQ11-05703	JOHN FREDERICK JONES	Reimbursement--DVD Purchase	22.93
RQ11-05721	ELIZABETH CIPRES	ACCCA - REIMBURSEMENT CONFERENCE	413.97
RQ11-05730	SCIENTIFIC REFRIGERATION	REPAIR OF FLAMMABLE MATERIALS REFRIGERATOR	313.00
RQ11-05733	GREGORY DICKINSON	Reimbursement for Spring Astro Field Trip	184.00
RQ11-05742	ROCKY CIFONE	Pre-pay for a conference: Technolink (2/22/2011)	141.37
RQ11-05747	JANE HORLINGS	Reimbursement for Jane, Bio 20	36.95
RQ11-05748	STEVE TEH	Reimbursement for Purchase of Live Mice	32.52
RQ11-05753	JUNE M. MILLOVICH	REIMBURSEMENT CD TRAINING CONSORTIUM PROG	39.63
RQ11-05754	JUNE M. MILLOVICH	REIMBURSEMENT CD TRAINING CONSORTIUM PROG.	100.52
RQ11-05755	SOUTH COAST A.Q.M.D	AQMD ANNUAL OPERATING FEES	6,503.63
RQ11-05756	SOUTH COAST A.Q.M.D	AQMD ANNUAL EMISSIONS FEE	109.00
RQ11-05785	S & B FOODS	IVC2IVC Lecture Refreshments	43.23
RQ11-05789	RIVERSIDE COMMUNITY COLLEGE	Reimbursement-RCC - Ramirez Travel	145.96
RQ11-05790	WELLS FARGO #4198	Various Gift Cards for CTE Regional Fashion Event	1,500.00
RQ11-05791	WELLS FARGO #4198	EASY DNS TECHNOLOGIES--DOMAIN SUBSCRIPTION RENEW	89.00
RQ11-05804	J.W. PEPPER & SON, INC.	Music ordered and received	64.27
RQ11-05810	JENNA MC CARTY	Attendance at CCCAOE Conf. in Oakland March 23-25	1,250.00
RQ11-05811	WELLS FARGO #3317 (DISTRICT)	Apple Store (online)	151.29
RQ11-05812	WELLS FARGO #3317 (DISTRICT)	Android Market (through Google Checkout)	25.00
RQ11-05813	BRUCE SOBCZAK	Attendance at CCCAOE Conf. in Oakland March 23-25	1,270.00
RQ11-05814	ALLIED REFRIGERATION INC	PURCHASE OF DUCT SUPPLIES FOR ROOM SPLIT AT ATEP	53.83
RQ11-05827	LAURA BONSALL	Reimbursement to Faculty	14.12
RQ11-05830	WELLS FARGO #4198	Credit Card Charge: Juan's Tacos No. 1	1,236.00
RQ11-05831	MAQUINSAL SEWING MACHINE CO.	Student Supplies/Repair	396.82
RQ11-05834	TONY LIPOLD	* Conference / Travel Expenses SEE ATTACHED	624.82
RQ11-05840	BARBARA PENLAND	REIMBURSEMENT FOR BARBARA PENLAND	204.07
RQ11-05851	CAROL DANNA	Reimbursement for coat rack in BST 203	78.00
RQ11-05855	NEWBEGINNINGS, INC.	Tech Prep Day CTE funded	400.00
RQ11-05861	TOD A. BURNETT	* SoCEO Conf-Temecula, CA 4/20/11-4/22/11	780.00
RQ11-05862	DONALD MINEO	Conference Attendance--June, 2011	830.00
RQ11-05864	KEVIN O'CONNOR	Conference Reimbursement	325.00
RQ11-05869	JERRY HANNULA	Conference Travel Expenses	332.64
RQ11-05871	DAN WALSH	ASCCC Conference for Dan Walsh	1,100.00
RQ11-05872	CARMEN CORTEZ-DOMINGUEZ	ASCCC Conference for Carmen Dominguez	1,200.00
RQ11-05875	NORMAN WESTON	ASCCC Conference for Norm Weston	1,200.00
RQ11-05876	ROBERT COSGROVE	ASCCC Conference for Bob Cosgrove	1,200.00
RQ11-05877	JOANN ALFORD	ASCCC Conference for Jo Ann Alford	1,300.00
RQ11-05879	GEORGINA GUY	ASCCC Conference for Georgina Guy	1,000.00
RQ11-05881	LISA CAVALLARO	Reimburse Lisa Cavallaro for CPR training	750.00
RQ11-05882	ARLEEN ELSEROAD	Registration fee = Arleen Elseroad	400.00
RQ11-05883	MIKI MIKOLAJCZAK	ASCCC Conference for Miki Mikolajczak	900.00
RQ11-05884	SUN-PAC	Storage Unit Rental	105.00
RQ11-05885	TASHA TRANKIEM	HEDW Conf, Apr 3-5, Seattle ,WA	2,004.40
RQ11-05886	KARA MAHOTKA-PATTERSON	REIMBURSEMENT FOR MATERIAL FEES	553.95
RQ11-05889	J.W. PEPPER & SON, INC.	Music ordered and received	652.41
RQ11-05890	SUN-PAC	Storage Unit Rental	105.00
RQ11-05891	LARRY RADDEN	Reimbursement	77.79
RQ11-05895	CARMENMARA HERNANDEZ-BRAVO	Reimbursement Int. Lang. Lab DVD's	91.86
RQ11-05897	RICHARD DAHLIN	Reimbursement for February MST trip to Catalina	400.00
RQ11-05907	NEWBEGINNINGS, INC.	Tech Prep Day	54.38
RQ11-05908	JAYNE KLUNDER	Jayne Klunder Attended CSULB Conference	15.00
RQ11-05910	S & B FOODS CATERING DIVISION	Leadership Meeting - 3/4/11	309.07
RQ11-05918	BAKER & TAYLOR	Library Dvds per Elizabeth Horan request	30.38
RQ11-05920	BAKER & TAYLOR	Library books per Ana Maria Cobos request	100.92

RQ11-05922	MELANIE HAERI	Reimbursement for BSI Refreshments	200.00
RQ11-05923	BETH MUELLER	2011 ACBO Spring Conference	1,127.00
RQ11-05932	ACCUITY	ACH Participant Directory	279.00
RQ11-05934	WELLS FARGO #4198	SUPPLIES,Walmart	537.41
RQ11-05938	WELLS FARGO #4198	SUPPLIES GEOGRAPHY-COSTCO	413.22
RQ11-05954	SONRISE ELECTRICAL	Basketball repair	150.00
RQ11-05958	DONNA PRIBYL	Reimbursement for paper payable to Donna Pribyl	31.66
RQ11-05964	MIKI MIKOLAJCZAK	Miki Mikolajczak Attended WACAC Conference	55.00
RQ11-05965	EDWARD TACKETT	3DSUG CONFERENCE 2011	2,080.60
RQ11-05966	SOUTH COAST FAMILY MEDI-CENTER	Pre-employment Health Screening - Police	215.00
RQ11-05967	BEN DOLAN	3DSUG CONFERENCE 2011	2,080.60
RQ11-05969	KEN PATTON	3DSUG CONFERENCE 2011	2,100.60
RQ11-05972	GARY BARNAK	3DSUG CONFERENCE 2011	1,014.80
RQ11-05973	NEWBEGINNINGS, INC.	Transfer Committee Meeting	319.27
RQ11-05974	JENNIFER GLEIZER	REIMBURSEMENT FOR SUPPLIES	26.07
RQ11-05975	WELLS FARGO #4198	PURCHASE FA PART	55.00
RQ11-05980	STEVE LEE	Reimbursement for Steve Lee	90.00
RQ11-05990	WARE DISPOSAL CO., INC.	Disposal Fee	600.00
RQ11-05993	CAROL HILTON	Conference for Carol Hilton	992.86
RQ11-06013	ARLEEN ELSEROAD	CCCApply Annual Workshop Expenses for A. Elseroad	415.07
RQ11-06019	JAYNE KLUNDER	Jayne Klunder Attended WACAC Conference	75.00
RQ11-06020	TIME CLOCK SALES & SERVICE	CLOCK RIBBON	21.66
RQ11-06024	LINDA WOOD	Reimburse Staff member for conference attendance	1,103.00
RQ11-06028	TAMARA KING	Adaptive Path MX Conf	1,826.00
RQ11-06040	DAVID BUGAY	Reimbursement for App	4.99
RQ11-06041	TONY LIPOLD	* Conference/Travel Expenses	1,051.96
RQ11-06047	WELLS FARGO #3317	amazon.com	11.96
RQ11-06048	TOD A. BURNETT	PTK Luncheon - Sacramento	450.00
RQ11-06054	RANDY W. PEEBLES	Safety Supplies	45.95
RQ11-06056	TERESA FLUEGEMAN	Tere Fluegeman - NCMPR Conf 2011	2,241.80
RQ11-06057	EDWIN TIONGSON	Reimbursement	66.61
RQ11-06059	JOHN LICITRA	Reimburse Johh Licitra for Basic skills supplies	82.44
RQ11-06061	PATRIC TAYLOR	Reimbursement	137.45
RQ11-06064	TOD A. BURNETT	CCCAA Annual Convnetion - 3/29/11 - 4/1/11	750.00
RQ11-06069	GRETCHEN BENDER	Conference Attendance	306.40
RQ11-06070	LESLIE HUMPHREY	Labels for Acceptance Letter/Pres.	61.98
RQ11-06080	RYCK DANIELS	Purchase of items for astronomy demos	55.44
RQ11-06085	BRAD MCREYNOLDS	Brad McReynolds to attend conference	925.00
RQ11-06088	RUSSELL HAMILTON	Russ Hamilton to attend CCLC conference	109.10
RQ11-06096	MARK KRUHMIN	Mark Kruhmin to attend NAB convention Apr.10-12	795.00
RQ11-06106	WELLS FARGO #1598	One Stop Outreach Event-Domino's	139.20
RQ11-06112	GLENN ROQUEMORE	Travel for Glenn Roquemore	655.00
RQ11-06113	GLENN ROQUEMORE	Travel for Glenn Roquemore	1,305.00
RQ11-06124	CIWEA ATTN: SALLY CARDENAS	CA Chancellor Advisory CIWEA	4,000.00
RQ11-06135	BAKER & TAYLOR	Library ebooks per Ana Maria Cobos	3,691.34
RQ11-06136	CHARLES C. STILL SECURE LIVE SCAN	Rolling Fees	30.00
RQ11-06144	JOYCE SEMANIK	* ACCRAO Annual Conference 2011	665.00
RQ11-06145	BAKER & TAYLOR	Library DVDs per Elizabeth Horan	34.68
RQ11-06146	TAMERA RICE	Luncheon for Center of Excellence mtg 3/23/11	529.99
RQ11-06149	DAVID E. ANDERSON, JR.	ACCE Conference 2011 - South	50.00
RQ11-06167	W. MIKE DALE	Reimbursement	28.25
RQ11-06175	JANE ROSENKRANS	CACCRAO Annual Conference 2011	135.00
RQ11-06180	CAROL LERMAN	Conference Reimbursement	75.00
RQ11-06182	STEPHEN ROCHFORD	To Be Paid in Advance	961.50
RQ11-06185	LISA DAVIS-ALLEN	To Be Paid in Advance	961.50
RQ11-06196	WELLS FARGO #4198	RAPIDTECH NONINSTR SUPPL--DYNALLOY	896.03
RQ11-06198	CLIFFORD MEYER %AUTO TECH	Conference Reimbursement	914.00
RQ11-06199	JENNIFER HEDGECK	Conference Reimbursement	1,000.00
RQ11-06200	LORETTA THARPE	Conference Reimbursement	310.00
RQ11-06201	MICHELE WOLFF	Conference Reimbursement	310.00
RQ11-06202	JO ANN ALFORD	Conference Reimbursement	930.50
RQ11-06203	THOMAS L. SMITH	Reimburse for materials purchased	52.16
RQ11-06204	BERNADETTE DAVIS	Conference Reimbursement	240.23
RQ11-06205	ERIN MC ALEAR	Conference Reimbursement	500.00
RQ11-06206	HEIDI M. OCHOA	Conference Reimbursement	615.00
RQ11-06208	JONATHAN ROSSITER	Conference Reimbursement	488.40
RQ11-06209	HALEY NGUYEN	Reimbursement to Faculty	246.36
RQ11-06210	GEORGINA GUY	Conference Reimbursement	1,000.00
RQ11-06211	CAROL BANDER	Conference Reimbursement	718.00
RQ11-06212	PAMELA JAN BARR	Conference Reimbursement	90.00
RQ11-06213	ORLANTHA NIN	Conference Reimbursement	188.10

RQ11-06214	SHARON NUSSEMBAUM	Conference Reimbursement	90.00
RQ11-06215	Vienne VU	Conference Reimbursement	500.00
RQ11-06216	APRIL CUNNINGHAM	Conference Reimbursement	453.88
RQ11-06217	TOM DE DONNO	Conference Reimbursement	541.50
RQ11-06218	KEVIN HASS	Conference Reimbursement	500.00
RQ11-06219	CHIN LAM	Conference Reimbursement	932.00
RQ11-06220	DR. KRIS LEPPEN-CHRISTENSEN	Conference Reimbursement	693.82
RQ11-06221	MICHAEL LONG	Conference Reimbursement	955.50
RQ11-06223	SUMAYA MC CLEAVE	Conference Reimbursement	113.00
RQ11-06225	KAREN MC NULTY	Conference Reimbursement	437.20
RQ11-06226	HEATHER STERN	Conference Reimbursement	500.00
RQ11-06228	WILLIAM STEVENSON	Conference Reimbursement	1,000.00
RQ11-06229	DEBBIE THIERCOF	Conference Reimbursement	327.28
RQ11-06231	KENT S. MC FANN	Conference Reimbursement	334.00
RQ11-06232	LESLEY LOWE	Conference Reimbursement	50.00
RQ11-06239	WELLS FARGO #1598	ITEMS PURCHASED FROM RALPHS FOR BOTANY	38.92
RQ11-06243	BRENDA BORRON	Conference Reimbursement	650.00
RQ11-06245	CHRIS HOGSTEDT	Conference Reimbursement	638.62
RQ11-06246	WILLIAM HEWITT	Conference Reimbursement	621.97
RQ11-06252	GARY POERTNER	Gary Poertner - 2011 Southern CA CEO Conf	870.00
RQ11-06254	IRVINE VALLEY COLLEGE BOOKSTORE	IVC Bookstore Billing	41,960.80
RQ11-06260	BLAKE STEPHENS	Reimburse for supplies purchased	689.63
RQ11-06264	SOROOSH RAHBARI	Reimburse for supplies purchased	276.19
RQ11-06266	CLARK SECURITY PRODUCTS INC.	LOCKSMITH SUPPLY INVOICES	63.19
RQ11-06269	EDWIN TIONGSON	2011 Phi Rho Pi Conference	14,585.78
RQ11-06282	NICOLE ORTEGA	Payment for HEDW Conference reimbursement	1,897.58
RQ11-06299	CANDIE DICKINSON	Reimb for CDA San Diego Nov 18 &19, 2010	371.85
RQ11-06307	SOPHIE MILLER	Reim. to Sophie Miller - Supplies	48.90
RQ11-06314	HELEN BEAIRD	H. Beaird Reimbursement Chancellors CMTEE	44.49
RQ11-06332	FHEG SADDLEBACK BOOKSTORE STOF	Check for Bookstore	129.14
RQ11-06334	CLAIRE CESAREO-SILVA	CONFERENCE REIMB	403.78
RQ11-06348	SHERRI J. BANES	CONFERENCE REIMBURSEMENT-AMERIMOLD 2011	1,450.00
RQ11-06358	BRUCE SOBCZAK	Reimbursement for CACT purchase	61.43
RQ11-06359	FIVE STAR TROPHIES	Office Supplies	396.94
RQ11-06364	NEWBEGINNINGS, INC.	Food for TPP Conference.	425.21
RQ11-06371	RYCK DANIELS	Instructional supplies for astronomy dept.	200.00
RQ11-06382	STEVENS, KAY	Reimbursement for Kay Stevens/Copies for HIT	50.90
RQ11-06388	JIM GASTON	Reimburse for Innovations 2011 registration fee	550.00
RQ11-06401	BRUCE HAGAN	Reimbursement for Bruce Hagan	99.00
RQ11-06402	WELLS FARGO #1598	Credit Card Purchase-www.expresspcb.com	330.00
RQ11-06406	LIONEL FRANCO	Reimbursement for Lionel Franco	32.33
RQ11-06408	EDUCATIONAL MUSIC SERVICE	Music ordered and received	270.04
RQ11-06409	ANDERSEN'S DOOR SERVICE, INC.	Repair and Maintenance	930.00
RQ11-06422	BEN DOLAN	RAPIDTECH NONINSTR SUPPL	160.93
RQ11-06424	BAKER & TAYLOR	Library DVD per Elizabeth Horan	13.03
RQ11-06427	ELIZABETH CIPRES	CSSOs Conference REIMBURSEMENT	345.00
RQ11-06429	BAKER & TAYLOR	Library books per Ana Maria Cobos	5,081.34
RQ11-06431	BAKER & TAYLOR	Library books per Ana Maria Cobos	3,064.06
RQ11-06433	DR. ROBERT BRAMUCCI	Reference books	39.13
RQ11-06434	WELLS FARGO #3317 (DISTRICT)	lynda.com	37.50
RQ11-06435	BAKER & TAYLOR	Library books per Ana Maria Cobos	1,576.94
RQ11-06444	FHEG - SADDLEBACK BOOKSTORE STO	Bookstore Billing	217.50
RQ11-06447	BAKER & TAYLOR	Library books per Ana Maria Cobos	3,978.32
RQ11-06450	BAKER & TAYLOR	Library books per Ana Maria Cobos request	2,809.90
RQ11-06454	JARED SCOTT SCOTT PIANO SERVICE	Instrument repair	65.00
RQ11-06458	RENEE GARCIA	ANTHROPOLOGY CONFERENCE	994.67
RQ11-06470	DAVID D. GATEWOOD	Reimbursement for postage	18.30
RQ11-06484	RICOH AMERICAS CORPORATION RICOI	Shipping	12.51
RQ11-06490	WILL GLEN	REIMBURSE GLEN	34.41
RQ11-06491	NEWBEGINNINGS, INC.	Water for Senior Day	543.75
RQ11-06498	GRAFIX SHOPPE	GRAPHICS FOR NEW PATROL UNIT	542.00
RQ11-06502	TOM BURROWS	Reimbursement for the Purchase of Grocery Items	29.49
RQ11-06504	A-1 AWARDS	STUDENT TRUSTEE APPRECIATION PLAQUE	101.97
RQ11-06510	THOMAS L. SMITH	3DSUG CONFERENCE 2011	1,455.60
RQ11-06517	WELLS FARGO #1598	One Stop Outreach Event	150.00
RQ11-06537	SO. ORANGE CO. COMM. COL.DIST	Spring 2011 R2T4 Direct Loan Repayment	316.00
RQ11-06539	ANA MARIA COBOS	Book reimbursement per Ana Maria Cobos	19.80
RQ11-06544	ERIN MC ALEAR	Reimbursement	175.74
RQ11-06549	WELLS FARGO #1598	REPAIR OF VIDEO CAMERA FOR WOMEN'S BASKETBALL	45.00
RQ11-06557	MICHAEL CLUTE	Reimbursement for Phi Theta Kappa Awards Luncheon	239.40
RQ11-06558	COACH AMERICA	Bus for Emeritus Field Trip	896.56

RQ11-06559	SHEILA AZARKIA	Reimbursement for Phi Theta Kappa Awards Luncheon,	422.40
RQ11-06564	S & B FOODS	Life Sc Groundbreaking Refreshmts	672.89
RQ11-06567	COACH AMERICA	Bus for Emeritus Field Trip.	946.00
RQ11-06574	PATRICIA LEVIN	Reimbursement	91.84
RQ11-06591	WILLIAM KIRSCHKE	Candidate Reimbursement - Kirschke	916.54
RQ11-06593	RENEE KREBS	Candidate Reimbursement - Krebs	774.58
RQ11-06601	JOE LIU	Expeses for Joe Liu to attend CACCRAO Conference	160.41
RQ11-06602	JANICE BROWN	Expeses for J. Brown to attend CACCRAO Conference	160.41
RQ11-06606	ARLEEN ELSEROAD	Reimb. for AACRAO Retention of Records Publication	62.50
RQ11-06607	ARLEEN ELSEROAD	Registration for A. Elseroad to attend CACCRAO	351.21
RQ11-06611	RUBEN GUZMAN	Registration for R. Guzman to attend CACCRAO	333.89
RQ11-06616	WELLS FARGO #1598	Direct pay to Radio Shack	100.00
RQ11-06620	PENNY SKAFF	Reimburse Penny Skaff for CTE Supplies	44.55
RQ11-06638	JEFF KAUFMANN	reimbursement-supplies for BEES Garden/Home Depot	636.72
RQ11-06649	WELLS FARGO #3317 (DISTRICT)	lynda.com	37.50
RQ11-06656	DONNA RANE-SZOSTAK	REIMBURSEMENT FOR CONFERENCE	552.89
RQ11-06665	MATT WOLKEN	Reimburse for Math Wolken, DRAFT/ENGR instructor	64.99
RQ11-06685	TINA FREELAND, PhD	TESTING TOOLS PSYCH	410.00
RQ11-06686	S & B FOODS	Campus Orientation for TUSD HS Students 2/24/10	313.20
RQ11-06687	FHEG SADDLEBACK BOOKSTORE STOF	Saddleback Bookstore Billing	696.46
RQ11-06693	SARA LEILA SHEYBANI	REIMBURSEMENT FOR STAFF DEVELOPMENT	1,390.00
RQ11-06694	COAST FITNESS REPAIR SHOP	Life Fitness Center equipment repair	100.44
RQ11-06698	MARIA LOPEZ	Expenses for M. Lopez to attend NAFSA Conference	2,814.77
RQ11-06699	HALEY NGUYEN	Reimbursement to Faculty	90.09
RQ11-06702	JEFF KAUFMANN	Field course Bio 101 sp 11 62215	257.09
RQ11-06706	CHRISTOPHER TARMAN	Conference for Chris Tarman	378.00
RQ11-06714	MICHELLE CRANER	Reimbursement for Fashion Day/Saddleback College	95.71
RQ11-06716	LINDSAY FOX	Reimbursement for Fashion Day/Saddleback College	406.66
RQ11-06718	LINDSAY FOX	Reimbursment Fashion A La Mode CTE	408.43
RQ11-06720	WORLDPOINT ECC, INC.	SUPPLIES FOR HS ACLS COURSE	300.05
RQ11-06721	DENICE INCIONG	Conference expenses	375.00
RQ11-06723	NEWBEGINNINGS, INC.	Bkfst Mtg for Nursing Program May 6, 2011	347.29
RQ11-06730	MALIA HILL	Reimbursement for Fashion Day CTE	1,216.11
RQ11-06731	MALIA HILL	Reimbursment for Fashion Day CTE	874.61
RQ11-06741	JAMES K. FAGAN	Jim Fagan to attend conference	936.55
RQ11-06742	KATE REALISTA	reimbursement for OK! audition notice BKSTGWST	150.00
RQ11-06748	ANITA MC DONALD	Reimbursement - A. McDonald	29.00
RQ11-06749	LA NELL PEEBLES	Reimbursement - L. Peebles	16.29
RQ11-06753	ANTE SIMUN GELO C/O ASG MUSIC	Music transposition services	25.00
RQ11-06754	MISSION VIEJO GLASS	Display case glass repair	250.00
RQ11-06765	TOD A. BURNETT	Trip to Sac. 4/4/11 - 4/7/11	1,325.00
RQ11-06769	JOON KIL	Conference Reimbursement	650.00
RQ11-06770	SO. ORANGE CO. COMM. COL.DIST	Return of Title IV Funds	340.00
RQ11-06771	FAWN TANRIVERDI	Conference Reimbursement	401.11
RQ11-06773	TAM DO	Tam Do: Reimbursement for ETS Conference	104.00
RQ11-06779	MIKI MIKOLAJCZAK	Conference Reimbursement	90.00
RQ11-06780	CAROL LERMAN	Conference Reimbursement	90.00
RQ11-06781	JAYNE KLUNDER	Conference Reimbursement	90.00
RQ11-06782	JENNIFER RACHMAN	Conference Reimbursement	90.00
RQ11-06783	SARA NIEVES-LUCAS	Conference Reimbursement	90.00
RQ11-06784	SARAH KOBATA	Conference Reimbursement	90.00
RQ11-06785	JENNIFER GOLDEN	Conference Reimbursement	90.00
RQ11-06786	MARIO ESCALANTE	Conference Reimbursement	90.00
RQ11-06787	MARIANA J. DE SARACHO	Conference Reimbursement	90.00
RQ11-06788	RALPH MEZA	Conference Reimbursement	90.00
RQ11-06789	JO ANN ALFORD	Conference Reimbursement	90.00
RQ11-06790	CAROLINE GEE	Conference Reimbursement	1,000.00
RQ11-06791	RICHARD GOODMAN	Conference Reimbursement	500.00
RQ11-06792	KRIS JONES	Conference Reimbursement	500.00
RQ11-06793	AMIRA WEGENEK	Conference Reimbursement	720.00
RQ11-06794	ANA MARIA COBOS	Conference Reimbursement	1,000.00
RQ11-06795	JOHN CONLEY	Conference Reimbursement	500.00
RQ11-06796	MEGAN HARLOW	Conference Reimbursement	470.00
RQ11-06797	MAUREEN SMITH	Conference Reimbursement	631.00
RQ11-06798	DAN WALSH	Conference Reimbursement	834.00
RQ11-06799	TOM CARROLL	Conference Reimbursement	510.00
RQ11-06800	BASIL SMITH	Conference Reimbursement	175.00
RQ11-06801	KATHIE SMITH	Conference Reimbursement	694.00
RQ11-06802	BARBARA LUTHER	Conference Reimbursement	500.00
RQ11-06803	JUANITA BALTIERRA	Conference Reimbursement	111.00
RQ11-06807	COAST FITNESS REPAIR SHOP	Equipment repair/IVC Life Fitness Center	254.63

RQ11-06811	EUGENE C. HILL	Candidate Reimbursement - Hill	416.62
RQ11-06816	MARK BORDELON	Reimbursement for field trip purchases	288.28
RQ11-06817	TAM DO	Michelle Scharf: Reimbursement for ETS Conference	104.00
RQ11-06819	DIONNE PETIPAS	On site class education for C/TV/R 110	250.00
RQ11-06822	LASER SOURCE	Service and parts for printer	332.70
RQ11-06829	JANICE MASTRANGELO	Classified Leadership Inst. June 23-25	860.00
RQ11-06832	WELLS FARGO #3317 (DISTRICT)	President Padberg to attend SOCO awards 2011	250.00
RQ12-00006	DONNA PRIBYL	Reimbursement for paper payable to Donna Pribyl	31.66
RQ12-00015	STEVE LEE	Reimbursement for Steve Lee	90.00
RQ12-00022	DONALD MINEO	Don Mineo to attend Leadership Conference	830.00
RQ12-00057	VIVIAN NGUYEN	Conference Attendance -- Vivian Nguyen	1,882.84
RQ12-00058	VALERIE SENIOR	Conference Attendance -- Valerie Senior	1,882.84
RQ12-00060	THOMAS MACKENZIE	Conference Attendance -- Thomas MacKenzie	1,882.84
RQ12-00062	TINA FREELAND, PhD	Psychological testing tools	410.00

TOTAL	220,007.58
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		FUND SUMMARY	
Fund	Description	Requisition Count	Amount
01	General Fund	295	219,867.43
12	Child Development Fund	2	140.15
Total Requisition Count		297	220,007.58

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. 100969 through 102022, processed through the Orange County Department of Education, totaling \$6,711,115.45; and Checks No. 010067 through 010090, processed through Saddleback College Community Education, totaling \$63,741.99; and Checks No. 008837 through 008856, processed through Irvine Valley College Community Education, totaling \$125,301.02 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 03/02/2011 through 04/05/2011

Check Number	Check Date	Pay to the Order of	Check Amount
100969	03/02/2011	4 IMPRINT	541.56
		Unpaid Sales Tax	44.63
		Expensed Amount	586.19
100970	03/02/2011	BAY VIEW FUNDING FOR INDUSTRIAL TECH. SVC.	2,516.81
100971	03/02/2011	CHARISSE LYSEIGHT	630.00
100972	03/02/2011	DR. CHENYANG SUNNY JIANG	100.00
100973	03/02/2011	EILEEN MARY O'BRIEN	42.74
100974	03/02/2011	ELLE DUBOIS	48.77
100975	03/02/2011	GENESIS, INC.	374.25
		Unpaid Sales Tax	31.57
		Expensed Amount	405.82
100976	03/02/2011	GORM, INC.	4,754.00
100977	03/02/2011	GREEN MOUNTAIN TECHNOLOGIES	11,058.50
		Unpaid Sales Tax	872.81
		Expensed Amount	11,931.31
100978	03/02/2011	GREEN THUMB INTERNATIONAL	43.00
100979	03/02/2011	HAIR CALIFORNIA BEAUTY ACADEMY	5,505.50
100980	03/02/2011	HALEY NGUYEN	316.83
100981	03/02/2011	INTERSTATE ELECTRIC	199.01
100982	03/02/2011	IRVINE PIPE & SUPPLY	109.84
100983	03/02/2011	JACK MORONES	800.00
100984	03/02/2011	JENNY LANGRELL	399.60
100985	03/02/2011	JOSE MAGANA THE BLACK BOOK DEPOT	324.76
		Unpaid Sales Tax	24.65
		Expensed Amount	349.41
100986	03/02/2011	LAB SAFETY SUPPLY CO. ACCT # 5252156	301.46
100987	03/02/2011	LEGION WEST PAPER	113.38
100988	03/02/2011	LIEBERT CASSIDY WHITMORE	3,337.00
100989	03/02/2011	LISA INLOW	192.92
100990	03/02/2011	MARGI MC NELLY	480.00
100991	03/02/2011	MARK IV COMMUNICATIONS, INC.	1,400.00
100992	03/02/2011	MC KESSON MEDICAL SURGICAL	397.56
100993	03/02/2011	MEDCO SUPPLY COMPANY	291.89
100994	03/02/2011	MICHAEL LEVINE, INC.	122.59
100995	03/02/2011	MICHELLE GAYNOR	26.01
100996	03/02/2011	MICRO CENTER A/R	1,116.89
100997	03/02/2011	MILLENNIUM BUSINESS SERVICES Marty Cohn	2,039.61
100998	03/02/2011	MOUSER ELECTRONICS	314.59
100999	03/02/2011	NAUTICAL DECOR NEWPORT TRADING	626.73
101000	03/02/2011	OC REGISTER COMMERCIAL BILLING	32.56
101001	03/02/2011	ORKIN EXTERMINATING	4,300.00
101002	03/02/2011	RJ COACHING AND CONSULTING RITA M. JONES	169.05
101003	03/02/2011	SALLIE MILLER	120.00
101004	03/02/2011	SISC III COBRA ADMINISTRATION	875.83
101005	03/02/2011	W. W. GRAINGER	552.87
101006	03/02/2011	BROOKE CHILDERS	39.00
101007	03/02/2011	JACKSON, DE MARCO, TIDUS, & PE	19,703.25
101008	03/02/2011	AMY SUPINGER dba SUPINGER STRATEGIES	3,300.00
101009	03/02/2011	ANGELICA R. ZIKOOR	120.00
101010	03/02/2011	CRYSTAL SHOMPH	2,200.00
101011	03/02/2011	EDWIN TIONGSON	92.88
101012	03/02/2011	J.W. PEPPER & SON, INC.	458.36
101013	03/02/2011	LILIANN PEREZ-STROUD	120.00

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

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Checks Dated 03/02/2011 through 04/05/2011

Check Number	Check Date	Pay to the Order of	Check Amount
101014	03/02/2011	LOUIS SESSLER	98.00
101015	03/02/2011	PACIFIC CLIPPINGS	59.00
101016	03/02/2011	PAYAM-E-ASHENA	200.00
101017	03/02/2011	PHOENIX GROUP	2,198.04
101018	03/02/2011	POCKET NURSE ENTERPRISES, INC.	183.90
		Unpaid Sales Tax	14.12
		Expensed Amount	198.02
101019	03/02/2011	PORT SUPPLY	119.82
101020	03/02/2011	PRINTECH	2,458.67
101021	03/02/2011	QUEZADA PRO LANDSCAPE, INC.	12,705.00
101022	03/02/2011	QUICK CAPTION	1,320.00
101023	03/02/2011	R2A ARCHITECTURE	2,323.49
101024	03/02/2011	ROTO-ROOTER SERVICE & PLUMBING COMPANY	195.50
101025	03/02/2011	S & B FOODS CATERING DIVISION	170.19
101026	03/02/2011	SAFEWAY INC/PAVILIONS	46.22
101027	03/02/2011	SARGENT-WELCH LLC VWR INTERNATIONAL	387.19
101028	03/02/2011	SCHLAIFER'S ENAMELING SUPPLIES INC.	311.45
		Unpaid Sales Tax	25.27
		Expensed Amount	336.72
101029	03/02/2011	SEHI PROCOMP COMPUTER PRODUCTS	6,662.71
101030	03/02/2011	SEPULVEDA BUILDING MATERIALS	1,012.95
101031	03/02/2011	SIMS-ORANGE WELDING SUPPLY	118.01
101032	03/02/2011	SIXTEN, INC. dba SIXTEN & ASSOC.	3,912.18
101033	03/02/2011	SMART LEVELS MEDIA	205.22
101034	03/02/2011	SMASHING SPORTS	845.63
101035	03/02/2011	SOUTHERN COUNTIES OIL DBA/SC FUELS	4,024.91
101036	03/02/2011	SOUTHWEST MATERIAL HANDLING INC.	17,671.88
101037	03/02/2011	STAR MAINTENANCE SUPPLY	753.64
101038	03/02/2011	SUN BADGE COMPANY	508.26
101039	03/02/2011	TECHNOLOGY INTEGRATION GROUP	31,931.07
101040	03/02/2011	THERMO FISHER SCIENTIFIC INC. THERMO NESLAB, INC.	148.82
101041	03/02/2011	TOMARK SPORTS, INC.	1,535.65
101042	03/02/2011	TROXELL COMMUNICATIONS, INC.	3,614.85
101043	03/02/2011	TUTTLE-CLICK FORD	534.51
101044	03/02/2011	UNITED SITE SERVICES OF CALIFORNIA, INC.	280.49
101045	03/02/2011	VICTORY CUSTOM ATHLETIC	475.00
101046	03/02/2011	VWR INTERNATIONAL, INC.	266.58
101047	03/02/2011	WARE DISPOSAL CO., INC.	119.95
101048	03/02/2011	WAUSAU TILE, INC.	321.35
101049	03/02/2011	ZACUTO	68.20
		Unpaid Sales Tax	5.36
		Expensed Amount	73.56
101050	03/02/2011	SAFEWAY INC/PAVILIONS	475.19
101051	03/03/2011	ADRIENNE PIERRE	200.57
101052	03/03/2011	ALLENE YOUNG	37.70
101053	03/03/2011	ANGELA TOS	222.80
101054	03/03/2011	ARLENE THOMAS	243.59
101055	03/03/2011	CLAUDIA RAMIREZ	64.56
101056	03/03/2011	DONNA PRATT	126.88
101057	03/03/2011	DORIANN TRAN	66.81
101058	03/03/2011	GISELLE M. SIMON	168.46
101059	03/03/2011	HELEN PIVK	72.12
101060	03/03/2011	HERMIA YAM	25.88

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Checks Dated 03/02/2011 through 04/05/2011

Check Number	Check Date	Pay to the Order of	Check Amount
101061	03/03/2011	JULIE PRESTON-SMITH	171.36
101062	03/03/2011	LEANN WILLIAMS	247.86
101063	03/03/2011	LISA SHAFER	201.00
101064	03/03/2011	MARISA RUIZ	106.31
101065	03/03/2011	MARY BETH WYNN	164.87
101066	03/03/2011	MICHAEL REGAN	300.00
101067	03/03/2011	PRISCILLA SANTOS	43.43
101068	03/03/2011	ROB PETERS	94.25
101069	03/03/2011	ROBERTA ROSEN	154.40
101070	03/03/2011	SUZANNE PAPA	94.05
101071	03/03/2011	CALIFORNIA COMMUNITY COLLEGES % JULIE MOORE, ETS REGISTRAR	90.00
101072	03/03/2011	CALIFORNIA COMMUNITY COLLEGES % JULIE MOORE, ETS REGISTRAR	90.00
101073	03/03/2011	CALIFORNIA COMMUNITY COLLEGES % JULIE MOORE, ETS REGISTRAR	90.00
101074	03/03/2011	CCCCSSAA c/o BRUCE PATT	300.00
101075	03/03/2011	CCCEOPSA CERRITOS COLLEGE	95.00
101076	03/03/2011	CCCEOPSA CERRITOS COLLEGE	95.00
101077	03/03/2011	CCCFA MOORPARK COLLEGE	803.00
101078	03/03/2011	CCLC/CCCAA CONVENTION	375.00
101079	03/03/2011	CCLC/CCCAA CONVENTION	150.00
101080	03/03/2011	DR. CRAIG JUSTICE	11.60
101081	03/03/2011	FAWN TANRIVERDI	655.06
101082	03/03/2011	GUY, GEORGINA	373.33
101083	03/03/2011	HYATT REGENCY MINNEAPOLIS	459.27
101084	03/03/2011	MARRIOTT	4,652.28
101085	03/03/2011	PAPA PESTICIDE APPLICATORS ASSOC.	80.00
101086	03/03/2011	PAPA PESTICIDE APPLICATORS ASSOC.	80.00
101087	03/03/2011	PATRICIA K. FLANIGAN	64.00
101088	03/03/2011	ROCKY CIFONE	77.00
101089	03/03/2011	SOCIETY OF MANUFACTURING ENGINEERS	2,500.00
101090	03/03/2011	STEPHEN FELDER	650.00
101091	03/03/2011	TOD A. BURNETT	1,785.61
101092	03/03/2011	WILLIAM BILLINGSLEY	634.88
101093	03/03/2011	ADVANCE TEK	8,200.00
101094	03/03/2011	BEACH PAVING, INC.	950.00
101095	03/03/2011	CDW GOVERNMENT, INC.	742.86
101096	03/03/2011	HCTD, LLC c/o HUDSON CAPITAL, LLC	30,000.00
101097	03/03/2011	JACKSON, DE MARCO, TIDUS, & PE	56,136.20
101098	03/03/2011	JOYCE INSPECTION & TESTING	6,624.00
101099	03/03/2011	LPA, INC.	1,000.00
101100	03/03/2011	MC CARTHY BUILDING COMPANIES	61,202.00
101101	03/03/2011	NEUDESIC, LLC	17,152.00
101102	03/03/2011	NIMBLE CONSULTING	10,000.00
101103	03/03/2011	PB AMERICAS, INC.	746.43
101104	03/03/2011	RGP PLANNING & DEVELOPMENT SERVICES	28,566.91
101105	03/03/2011	TROXELL COMMUNICATIONS, INC.	1,083.15
101106	03/03/2011	AT&T	41.94
101107	03/03/2011	AT&T	326.54
101108	03/03/2011	AT&T	54.50
101109	03/03/2011	AT&T	54.50
101110	03/03/2011	AT&T	54.50
101111	03/03/2011	RICOH AMERICAS CORPORATION	52.27
101112	03/03/2011	XEROX CORP.	2,590.06
101113	03/03/2011	CARYN SUSSMAN	40.00

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Check Number	Check Date	Pay to the Order of	Check Amount
101114	03/03/2011	DR. ROBERT BRAMUCCI	204.65
101115	03/03/2011	KATHY LENNEY	500.00
101116	03/03/2011	LIEBERT CASSIDY WHITMORE 2011 PSEL	300.00
101117	03/03/2011	MICHAEL J. MERRIFIELD	573.00
101118	03/07/2011	CROWNE PLAZA HOTEL - VENTURA BEACH	359.86
101119	03/08/2011	DONNA PRIBYL	7.76
101120	03/08/2011	ELIZABETH WEISS	32.70
101121	03/08/2011	ELLE DUBOIS	21.52
101122	03/08/2011	FHEG IVC BOOKSTORE NO. 895 M.A.719	218.96
101123	03/08/2011	FHEG IVC BOOKSTORE STORE NO 895 M.A.709	1,044.58
101124	03/08/2011	FHEG IVC BOOKSTORE STORE NO. 895 M.A. 111	2,446.57
101125	03/08/2011	FHEG SADDLEBACK COLL No. 296 M.A. 296210	917.24
101126	03/08/2011	GEORGINA GUY	73.13
101127	03/08/2011	GOENGINEER	413.25
101128	03/08/2011	GOLF VENTURES WEST	303.85
101129	03/08/2011	GUARDIAN POWER PROTECTION SERVICES, INC.	9,809.26
101130	03/08/2011	HAAKER EQUIPMENT COMPANY	562.02
101131	03/08/2011	HARDY DIAGNOSTICS	415.42
101132	03/08/2011	HITT MARKING DEVICES, INC.	80.86
101133	03/08/2011	HOME DEPOT CREDIT SERVICES	1,228.85
101134	03/08/2011	IN-N-OUT BURGER ATTN: COOKOUT COORDINATOR	6,150.00
101135	03/08/2011	INFOBASE PUBLISHING	6,510.00
101136	03/08/2011	INGERSOLL RAND SECURITY TECHNOLOGIES	7,017.94
101137	03/08/2011	INTENT DIGITAL LLC	3,500.00
101138	03/08/2011	IRVINE PIPE & SUPPLY	135.54
101139	03/08/2011	JACKSON, DE MARCO, TIDUS, & PE	711.00
101140	03/08/2011	JANE HORLINGS	36.95
101141	03/08/2011	JOHN FREDERICK JONES	22.93
101142	03/08/2011	LOS ANGELES TIMES	293.50
101143	03/08/2011	MC FADDEN-DALE INDUSTRIAL HARDWARE LLC	19.79
101144	03/08/2011	MICHAEL GOLDBERG	28.56
101145	03/08/2011	MICROSOFT CORPORATION	1,289.00
101146	03/08/2011	MOULTON-NIGUEL WATER DIST.	5,345.21
101147	03/08/2011	NETOP	1,444.20
101148	03/08/2011	NICOLE LOFTUS	113.05
101149	03/08/2011	ORKIN EXTERMINATING	302.75
101150	03/08/2011	PATRICK WEBSTER	119.92
101151	03/08/2011	SCHEANELLE GREEN	13.77
101152	03/08/2011	STEPHEN TOSHIYUKI	31.26
101153	03/08/2011	VICKIE HAY	227.40
101154	03/08/2011	EARL PAGAL	25.60
101155	03/08/2011	ARNETTE EDWARDS	180.00
101156	03/08/2011	BLICK ART MATERIALS	794.92
101157	03/08/2011	CANDIE DICKINSON	162.11
101158	03/08/2011	CHEVRON AND TEXACO BUSINESS CARD SERVICES	1,248.21
101159	03/08/2011	COAST FITNESS REPAIR SHOP	1,551.76
101160	03/08/2011	CONTROL MAINTENANCE & REPAIR INC.	724.30
101161	03/08/2011	CPP, INC. DAVIES-BLACK PUBLISHING	45.00
101162	03/08/2011	D3 SPORTS, INC.	2,655.68
101163	03/08/2011	DABCO, INC.	8,400.00
101164	03/08/2011	DENOYER-GEPPERT SCIENCE CO.	2,270.93
101165	03/08/2011	DONNA DAVIS	508.14
101166	03/08/2011	FISHER SCIENTIFIC	136.32
101167	03/08/2011	FREEWAY AUTO SUPPLY	62.50
101168	03/08/2011	OFFICEMAX CONTRACT INC.	13,144.80

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Check Number	Check Date	Pay to the Order of	Check Amount
101169	03/08/2011	AT & T MOBILITY	13.42
101170	03/08/2011	AT&T	11.37
101171	03/08/2011	RICOH AMERICAS CORPORATION	65.04
101172	03/08/2011	SOUTHERN CALIFORNIA EDISON CO.	53,030.63
101173	03/08/2011	SOUTHERN CALIFORNIA EDISON CO.	1,838.71
101174	03/08/2011	SOUTHERN CALIFORNIA EDISON CO.	204.22
101175	03/08/2011	CITY OF TUSTIN ATTN: CITY MANAGER'S OFFICE	550.00
101176	03/08/2011	DANIEL SMITH, INC.	1,866.25
101177	03/08/2011	J.W. PEPPER & SON, INC.	64.27
101178	03/08/2011	KATHY WEATHERWAX	630.00
101179	03/08/2011	LILIANN PEREZ-STROUD	360.00
101180	03/08/2011	MICHAEL E. WILSON	10,132.00
101181	03/08/2011	PACIFIC COLOR PRINTING DANIEL HUNG TRAN	174.00
101182	03/08/2011	PASCO SCIENTIFIC	452.70
101183	03/08/2011	PAYNE PUBLISHERS	74.93
Unpaid Sales Tax			5.51
Expensed Amount			80.44
101184	03/08/2011	PETE'S ROAD SERVICE	989.89
101185	03/08/2011	PICK-UP PARTS OF MISSION VIEJO	258.41
101186	03/08/2011	POCKET NURSE ENTERPRISES, INC.	493.70
Unpaid Sales Tax			43.20
Expensed Amount			536.90
101187	03/08/2011	PRAXAIR	105.64
101188	03/08/2011	PROSERV PLUMBING & DRAIN	1,183.50
101189	03/08/2011	PT AND C INC.	90.38
101190	03/08/2011	PURETEC	493.72
101191	03/08/2011	QUICK CAPTION	9,600.00
101192	03/08/2011	RICOH AMERICAS CORPORATION	58.54
101193	03/08/2011	SADDLEBACK MATERIALS COMPANY	718.81
101194	03/08/2011	SAFEWAY INC/PAVILIONS	1,386.77
101195	03/08/2011	SALSBURY INDUSTRIES	144.05
101196	03/08/2011	SEHI PROCOMP COMPUTER PRODUCTS	152.61
101197	03/08/2011	SIEMENS WATER TECHNOLOGIES	162.10
101198	03/08/2011	SIGMA ALDRICH CHEMICAL CO.	70.87
101199	03/08/2011	SMARDAN SUPPLY - EL MONTE	360.69
101200	03/08/2011	SO COAST A.Q.M.D.	6,503.63
101201	03/08/2011	SO COAST A.Q.M.D.	109.00
101202	03/08/2011	SOUTH COAST SAILING TEAM ATTN: JIM WEHAN	1,680.00
101203	03/08/2011	SPECTRUM CHEMICAL MFG. CORP.	52.56
101204	03/08/2011	SPECTRUM INDUSTRIES, INC.	1,640.22
101205	03/08/2011	STEVE TEH	32.52
101206	03/08/2011	U.S. DATA TRUST CORPORATION	5,000.00
101207	03/08/2011	ULTIMATE OFFICE	140.96
Unpaid Sales Tax			11.29
Expensed Amount			152.25
101208	03/08/2011	UNISOURCE WORLDWIDE INC.	11,748.27
101209	03/08/2011	VENTEK INTERNATIONAL	180.00
101210	03/08/2011	VWR INTERNATIONAL, INC.	99.81
101211	03/08/2011	WARE DISPOSAL CO., INC.	7,883.53
101212	03/08/2011	WESTERN GRAPHICS PLUS, INC.	19,574.95
101213	03/08/2011	WIRED PLANET	225.00
101214	03/08/2011	YALE CHASE MATERIALS HANDLING	222.50
101215	03/08/2011	US FOODS	626.66

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Check Number	Check Date	Pay to the Order of	Check Amount
101216	03/08/2011	SO. ORANGE CO. COMM. COL. DISTWORKERS	2,468.18
		COMPENSATION	
101217	03/08/2011	RPM CONSULTANT GROUP	2,460.27
101218	03/09/2011	ACSIG/EDGE	132,146.04
101219	03/09/2011	ACSIG/EDGE	43,778.56
101220	03/09/2011	HYATT LEGAL	7,387.00
101221	03/09/2011	PACIFICARE BEHAVIORAL HEALTH	3,180.87
101222	03/09/2011	PRUDENTIAL INSURANCE COMPANY OF AMERICA	15,031.49
101223	03/09/2011	PRUDENTIAL INSURANCE COMPANY OF AMERICA	26,982.52
101224	03/09/2011	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	1,155,165.00
101225	03/09/2011	UNUM LIFE INSURANCE COMPANY	1,519.56
101226	03/09/2011	UNUM LIFE INSURANCE COMPANY	3,435.70
101227	03/09/2011	ACSIG/EDGE	13,926.72
101228	03/09/2011	ACSIG/EDGE	3,864.52
101229	03/09/2011	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	246,456.00
101230	03/09/2011	CATHERINE BARR	25.00
101231	03/09/2011	XEROX CORP.	23,607.28
101232	03/10/2011	WELLS FARGO BANK #3317	2,611.05
		Unpaid Sales Tax	16.93
		Expensed Amount	2,627.98
101233	03/10/2011	A-1 AWARDS	45.68
101234	03/10/2011	A-1 INTERNATIONAL VIDEO & TV INC.	410.95
101235	03/10/2011	AAA ELECTRIC MOTOR SALES	193.16
101236	03/10/2011	AARDVARK CLAY AND SUPPLIES	224.68
101237	03/10/2011	ADI	233.36
101238	03/10/2011	ADVANTA ENERGY	800.00
101239	03/10/2011	ADVANTAGE OPTICS	280.58
101240	03/10/2011	ALISO CREEK INN	300.00
101241	03/10/2011	ALL SIGNS AMERICA	1,320.23
101242	03/10/2011	ALL TECH SERVICE	1,575.00
101243	03/10/2011	ALLIED REFRIGERATION INC	328.88
101244	03/10/2011	ALLSTEEL INC.	733.08
101245	03/10/2011	ALPHAGRAPHICS	1,122.52
101246	03/10/2011	AMER. PORTABLE STORAGE	5,691.19
101247	03/10/2011	AMSTERDAM PRINTING & LITHO	276.96
101248	03/10/2011	APPLE COMPUTER INC.	305.59
101249	03/10/2011	AQUARIUM OF THE PACIFIC	234.00
101250	03/10/2011	ARROWHEAD DRINKING WATER	43.49
101251	03/10/2011	ASSESSMENT TECHNOLOGIES INSTITUTE, LLC	21,898.00
101252	03/10/2011	AT BATTERY COMPANY	985.28
101253	03/10/2011	AUCA LOS ANGELES	45.57
101254	03/10/2011	AUDIO VISUAL INNOVATIONS	720.00
101255	03/10/2011	BANNERSANDSIGNS.NET	24.03
101256	03/10/2011	BESAFE TECHNOLOGIES, INC.	738.15
101257	03/10/2011	BEST BUY BUSINESS ADVANTAGE ACCT	1,226.89
101258	03/10/2011	BLUE HAZE ENTERTAINMENT	341.25
101259	03/10/2011	BOLO PRODUCTIONS DAVID SUKONIC	300.00
101260	03/10/2011	CCPRO/% JOHN GREEN COLLEGE OF THE CANYONS	80.00
101261	03/10/2011	CONNIE AYALA	104.13
101262	03/10/2011	DAVID BUGAY	19.98
101263	03/10/2011	DISCOUNT DANCE SUPPLY CO.	293.42
101264	03/10/2011	HORN IMPROVEMENT	43.81
101265	03/10/2011	KRISTEN BUSH	1,627.50
101266	03/10/2011	LINDSAY FOX	17.31

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Check Number	Check Date	Pay to the Order of	Check Amount
101267	03/10/2011	LYNNE ARCANGEL	77.26
101268	03/10/2011	MIRELLA BURTON	45.29
101269	03/10/2011	RALPH ANDERSEN & ASSOCIATES	3,272.50
101270	03/10/2011	APRIL GRIFFIN	325.00
101271	03/10/2011	CHRIS HURST-LOEFFLER	325.00
101272	03/10/2011	CITY OF GARDENA	40.00
101273	03/10/2011	DIANE WENZEL	500.00
101274	03/10/2011	DR. CRAIG JUSTICE	813.96
101275	03/10/2011	GWEN PLANO	998.00
101276	03/10/2011	JANET BAGWELL	1,000.00
101277	03/10/2011	JUDY HENMI	397.88
101278	03/10/2011	KATHLEEN WERLE	62.56
101279	03/10/2011	KELLOG WEST CONFERENCE CENTER	106.40
101280	03/10/2011	KELLOG WEST CONFERENCE CENTER	106.40
101281	03/10/2011	TECHNOLINK ASSOCIATION %Kimberly Covey A/P office	110.00
101282	03/10/2011	THE RP GROUP	200.00
101283	03/10/2011	THE RP GROUP	200.00
101284	03/10/2011	YOLANDA GOULDSMITH	15.00
101285	03/10/2011	EARL PAGAL	36.44
101286	03/11/2011	AK CONSTRUCTORS INC.	12,670.00
101287	03/11/2011	AMERICAN GEOTECHNICAL, INC.	13,211.50
101288	03/11/2011	BAYLEY CONSTRUCTION	1,259,979.45
101289	03/11/2011	BOB PARRETT CONSTRUCTION	80,047.08
101290	03/11/2011	C.W. DRIVER CONTRACTORS, INC.	11,331.00
101291	03/11/2011	CATALYST CONSULTING	9,450.00
101292	03/11/2011	COMMUNITY BANK ATTN: L. BUHL-ESCROW 1623	139,997.71
101293	03/11/2011	CONDOR, INC.	239,574.00
101294	03/11/2011	DATALINK CORPORATION	14,014.00
101295	03/11/2011	DVV ASSOCIATES, INC.	2,000.00
101296	03/11/2011	ENVIRON	2,723.94
101297	03/11/2011	GEOSPECTRA, INC.	4,671.00
101298	03/11/2011	gkkworks	52,921.82
101299	03/11/2011	H2 ENVIRONMENTAL CONSULTING SERVICES, INC.	16,190.00
101300	03/11/2011	JOYCE INSPECTION & TESTING	20,968.00
101301	03/11/2011	MC CARTHY BUILDING COMPANIES	3,715.62
101302	03/11/2011	NEUDESIC, LLC	41,466.50
101303	03/11/2011	QUEZADA PRO LANDSCAPE, INC.	2,500.00
101304	03/11/2011	RECRUITER SUPPORT SERVICES	5,670.00
101305	03/11/2011	U.S. DEMOLITION, INC.	63,478.17
101306	03/11/2011	UNITED SITE SERVICES OF CALIFORNIA, INC.	722.65
101307	03/11/2011	XEROX CORP.	550.80
101308	03/11/2011	JAMS, INC.	7,891.92
101309	03/11/2011	AUDIO VISUAL INNOVATIONS	440.00
101310	03/11/2011	BLICK ART MATERIALS	281.94
101311	03/11/2011	BRAND ATHLETICS	156.60
101312	03/11/2011	C.T.I./VALUELINE	633.47
101313	03/11/2011	CALIFORNIA POWER PARTNERS, INC.	98,757.17
101314	03/11/2011	CARDIAC SCIENCE CORPORATION DEPT. 0587	1,381.54
101315	03/11/2011	CARIE CRUZ	175.00
101316	03/11/2011	CAROL DANNA	78.00
101317	03/11/2011	CARQUEST AUTO PARTS	131.77
101318	03/11/2011	CDW GOVERNMENT, INC.	18.92
101319	03/11/2011	CHRONICLE OF HIGHER EDUCATION BULLETIN BOARD	65.00
101320	03/11/2011	CINTAS DOCUMENT MANAGEMENT	28.12

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101321	03/11/2011	CINTAS DOCUMENT MANAGEMENT	28.12
101322	03/11/2011	CINTAS DOCUMENT MANAGEMENT	28.12
101323	03/11/2011	CINTAS DOCUMENT MANAGEMENT	144.05
101324	03/11/2011	CINTAS DOCUMENT MANAGEMENT	144.05
101325	03/11/2011	CLUB CAR, INC.	253.19
101326	03/11/2011	COACH AMERICA	9,623.80
101327	03/11/2011	COMPENDIUM LIBRARY SERVICES	1,195.00
101328	03/11/2011	COMPUTROLS, INC.	7,375.00
101329	03/11/2011	COMSERCO	592.69
101330	03/11/2011	CORPORATE BUSINESS INTERIORS	2,000.00
101331	03/11/2011	CSU FULLERTON ACCTG SVC CP-300	3,000.00
101332	03/11/2011	DANA POINT FUEL DOCK	168.03
101333	03/11/2011	DELL MARKETING L.P. C/O DELL USA L.P.	29,368.13
101334	03/11/2011	DICK'S SPORTING GOODS	978.71
101335	03/11/2011	DISCOUNT DANCE SUPPLY CO.	69.49
101336	03/11/2011	DIVERSIFIED BUSINESS SERVICES	548.13
101337	03/11/2011	DUNN-EDWARDS CORPORATION	320.77
101338	03/11/2011	ECONOMIC ALTERNATIVES, INC.	11,164.21
101339	03/11/2011	EDVOTEK, INC.	430.14
Unpaid Sales Tax			35.18
Expensed Amount			465.32
101340	03/11/2011	ENTERPRISE RENT-A-CAR	396.94
101341	03/11/2011	ENVIRONMENTAL SYSTEM PRODUCTS (ESPH, INC.)	4,537.00
101342	03/11/2011	ESSENCE ENTERTAINMENT	715.00
101343	03/11/2011	EXCELSIOR ELEVATOR CORPORATION	975.00
101344	03/11/2011	EXPERIAN	77.00
101345	03/11/2011	FANTASY DESIGNS	228.38
101346	03/11/2011	FISHER SCIENTIFIC	169.84
101347	03/11/2011	FOUNTAIN VALLEY PAINTS	2,559.41
101348	03/11/2011	FREEWAY AUTO SUPPLY	243.17
101349	03/11/2011	GREGORY DICKINSON	184.00
101350	03/11/2011	I-Serve c/o CONCORD MUSIC GROUP, INC	19.18
Unpaid Sales Tax			1.66
Expensed Amount			20.84
101351	03/11/2011	JANINE C. CIRrito	191.82
101352	03/11/2011	LEONARD CHAIDEZ TREE SERVICE LEONARD CHAIDEZ, INC.	5,025.00
101353	03/11/2011	MARIE DE LA PALME	94.76
101354	03/11/2011	MICHELE DUGAN	180.00
101355	03/11/2011	MIKE COLLINS	617.66
101356	03/11/2011	SPARKLETTS	522.03
101357	03/11/2011	SPARKLETTS	992.74
101358	03/11/2011	SUE GRANGER DICKSON	265.20
101359	03/11/2011	DAIRY DEPOT	43.04
101360	03/11/2011	AMERICAN EXPRESS TRAVEL RELATED SERVICES CO INC	3,693.80
101361	03/11/2011	CCCAOE	445.00
101362	03/14/2011	AIA CORPORATION ADVENTURES IN ADVERTISING	249.48
101363	03/14/2011	ARC AMER. REPROGRAPHICS CO.	54.44
101364	03/14/2011	ARC AMER. REPROGRAPHICS CO.	52.20
101365	03/14/2011	BETH MUELLER	32.54
101366	03/14/2011	BRUCE RADLOFF MEDICAL DISCOUNT	2,699.39
101367	03/14/2011	GOENGINEER	1,461.25
101368	03/14/2011	GRAYBAR ELECTRIC CO.	3,369.08

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Check Number	Check Date	Pay to the Order of	Check Amount
101369	03/14/2011	HENCELYN CHU	87.19
101370	03/14/2011	INDUSTRIAL PLASTIC SUPPLY, INC	832.89
101371	03/14/2011	IPSF IRVINE PUBLIC SCHOOLS FOUND.	125.00
101372	03/14/2011	IRVINE PIPE & SUPPLY	354.07
101373	03/14/2011	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.	1,991.95
101374	03/14/2011	LORI MANGELS	110.16
101375	03/14/2011	MARY HALL	9.00
101376	03/14/2011	MISSION VIEJO GLASS	10,365.00
101377	03/14/2011	MYERS TIRE SUPPLY	3,207.96
101378	03/14/2011	NEWBEGINNINGS, INC. CATERING DIVISION	1,999.80
101379	03/14/2011	OC REGISTER COMMERCIAL BILLING	9,500.00
101380	03/14/2011	OMEGA ENGINEERING, INC.	289.83
101381	03/14/2011	TAMARA KING	59.50
101382	03/14/2011	TEDDI LORCH	13.77
101383	03/14/2011	JONES DAY	55,086.91
101384	03/14/2011	AT&T	5,627.00
101385	03/14/2011	AT&T	65.49
101386	03/14/2011	AT&T	35.10
101387	03/14/2011	SAN DIEGO GAS & ELECTRIC	53,861.48
101388	03/14/2011	SAN DIEGO GAS & ELECTRIC	1,013.51
101389	03/16/2011	AAA ACCESS SMOG	50.00
101390	03/16/2011	ADCLUB ADVERTISING SERVICE	1,447.37
101391	03/16/2011	AIR SOURCE INDUSTRIES, INC.	192.35
101392	03/16/2011	ALAN'S LAWNMOWER & GARDEN	13.05
101393	03/16/2011	AMER. PORTABLE STORAGE	5,364.94
101394	03/16/2011	APPLE COMPUTER INC.	32.57
101395	03/16/2011	ATKINSON, ANDELSON, LOYA, RUUD	22,362.52
101396	03/16/2011	B & H PHOTO	5,687.90
Unpaid Sales Tax			497.70
Expensed Amount			6,185.60
101397	03/16/2011	B & P SERVICES, INC.	780.00
101398	03/16/2011	BAKER & TAYLOR	3,285.34
Unpaid Sales Tax			2.44
Expensed Amount			3,287.78
101399	03/16/2011	BRODART CO.	61.34
101400	03/16/2011	BUTLER CHEMICALS, INC.	313.19
101401	03/16/2011	C & H DISTRIBUTORS, INC.	310.72
101402	03/16/2011	CALIFORNIA STAGE/LIGHTING, INC	531.68
101403	03/16/2011	CDW GOVERNMENT, INC.	73.66
101404	03/16/2011	CHEFS' TOYS	125.28
101405	03/16/2011	COX COMMUNICATIONS	4,268.84
101406	03/16/2011	DAD'S ROCK SHOP	739.91
Unpaid Sales Tax			61.79
Expensed Amount			801.70
101407	03/16/2011	DELL MARKETING L.P. C/O DELL USA L.P.	1,200.80
101408	03/16/2011	DICK'S SPORTING GOODS	761.25
101409	03/16/2011	DR. ANGELA COLOMBO	1,000.00
101410	03/16/2011	DUNN-EDWARDS CORPORATION	116.68
101411	03/16/2011	EDUCATION FOR SUCCESSFUL PARENTING	690.00
101412	03/16/2011	ESSENCE ENTERTAINMENT	1,870.00
101413	03/16/2011	ESTRADA, YVETTE	50.00
101414	03/16/2011	FACILITIES PLANNING & PROGRAM SERVICES, INC	2,700.00
101415	03/16/2011	FISHER SCIENTIFIC	929.72
101416	03/16/2011	LAURA BONSALL	14.12

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Checks Dated 03/02/2011 through 04/05/2011

Check Number	Check Date	Pay to the Order of	Check Amount
101417	03/16/2011	LEE ARMSTRONG CO., INC.	6,490.00
101418	03/16/2011	STEPHEN DUBAY	152.94
101419	03/16/2011	FHEG - SADDLEBACK BOOKSTORE STORE NO 296 M.A 296120	27,435.85
101420	03/16/2011	ADVANCE TEK	8,000.00
101421	03/16/2011	APPLE COMPUTER INC.	1,000.00
101422	03/16/2011	BOARD OF GOVERNORS CALIFORNIA COMMUNITY COLLEGES	43,995.00
101423	03/16/2011	DATALINK CORPORATION	13,000.00
101424	03/16/2011	GEOSPECTRA, INC.	4,511.00
101425	03/16/2011	KUSTOM KEY, INC.	730.00
Unpaid Sales Tax			63.88
Expensed Amount			793.88
101426	03/16/2011	MC CARTHY BUILDING COMPANIES	61,202.00
101427	03/16/2011	NIMBLE CONSULTING	10,000.00
101428	03/16/2011	OC REGISTER COMMERCIAL BILLING	904.00
101429	03/16/2011	PUBLIC ECONOMICS, INC.	4,864.54
101430	03/16/2011	REPRO XPRESS	1,241.31
101431	03/16/2011	RR SYSTEMS, INC.	962.00
101432	03/17/2011	ARACELLI TRUJILLO	50.00
101433	03/17/2011	BOB PARRETT CONSTRUCTION	23,403.00
101434	03/17/2011	DONNA PRIBYL	31.66
101435	03/17/2011	DOUGLAS WESTLAKE	930.00
101436	03/17/2011	EDWIN TIONGSON	66.61
101437	03/17/2011	ELIZABETH WEISS	18.76
101438	03/17/2011	GUISELLE SCOTT	630.00
101439	03/17/2011	J.W. PEPPER & SON, INC.	652.41
101440	03/17/2011	LARRY RADDEN	77.79
101441	03/17/2011	PARKWAY LAWNMOWER SHOP	440.44
101442	03/17/2011	PENNY SKAFF	140.11
101443	03/17/2011	PHOENIX GROUP	1,269.10
101444	03/17/2011	Photoshop CAFE	118.73
101445	03/17/2011	PITNEY BOWES INC.	791.00
101446	03/17/2011	POCKET NURSE ENTERPRISES, INC.	317.00
Unpaid Sales Tax			21.36
Expensed Amount			338.36
101447	03/17/2011	POWER FORD TUSTIN	128.26
101448	03/17/2011	PSI-PAYPHONE STATIONS INNOVAT.	520.00
101449	03/17/2011	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.	260.00
101450	03/17/2011	QUEST DIAGNOSTICS	740.73
101451	03/17/2011	REFRIGERATION SUPPLIES DIST.	93.90
101452	03/17/2011	RIO GRANDE ALBUQUERQUE THE BELL GROUP	1,037.49
Unpaid Sales Tax			90.12
Expensed Amount			1,127.61
101453	03/17/2011	S & B FOODS CATERING DIVISION	326.25
101454	03/17/2011	S & B FOODS CATERING DIVISION	309.07
101455	03/17/2011	SAMY'S CAMERA	796.81
101456	03/17/2011	SHANNON SICAT	500.00
101457	03/17/2011	SHRED-IT CAMPO ENTERPRISES, INC.	140.00
101458	03/17/2011	SIERRA MUSIC PUBLICATIONS	491.50
101459	03/17/2011	SJM INDUSTRIAL RADIO	3,502.88
101460	03/17/2011	SKORA ELECTRIC ROBERT J SKORA	4,290.00
101461	03/17/2011	SMART & FINAL IRIS CO.	366.48
101462	03/17/2011	SMART LEVELS MEDIA	304.77

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101463	03/17/2011	SOCIETY FOR COLL & UNIV PLNG	750.00
101464	03/17/2011	SOURCE GRAPHICS	309.70
101465	03/17/2011	SPECTRUM CHEMICAL MFG. CORP.	124.92
101466	03/17/2011	SPEED STITCH, INC.	315.93
		Unpaid Sales Tax	26.25
		Expensed Amount	342.18
101467	03/17/2011	STAR MAINTENANCE SUPPLY	1,035.30
101468	03/17/2011	SUN-PAC	210.00
101469	03/17/2011	TAO YANG	20.34
101470	03/17/2011	THOMAS JOHN PRENDERGAST	46.99
101471	03/17/2011	THOMPSON ENAMEL, INC.	347.40
		Unpaid Sales Tax	29.44
		Expensed Amount	376.84
101472	03/17/2011	TNR TECHNICAL, INC.	374.72
101473	03/17/2011	TRANS-TOOL, LP	2,889.51
		Unpaid Sales Tax	252.83
		Expensed Amount	3,142.34
101474	03/17/2011	TUSTIN UNIFIED SCHOOL DISTRICT	1,716.00
101475	03/17/2011	UNITED INTERIORS	30,406.02
101476	03/17/2011	USA MOBILITY ATTN: ACCOUNTS RECEIVABLE	74.97
101477	03/17/2011	VWR INTERNATIONAL, INC.	323.94
101478	03/17/2011	WARD'S NATURAL SCIENCE	405.35
101479	03/17/2011	WATER VISIONS, INC. DBA PSI	48.94
101480	03/17/2011	WEST COAST TECHNOLOGY	8,971.88
101481	03/17/2011	WESTERN EXTERMINATOR COMPANY	895.00
101482	03/17/2011	WRIGHT LINE	8,995.17
101483	03/17/2011	WRIGHT LINE, LLC	1,079.22
101484	03/17/2011	YANG, STAEHLIN & ASSOC. ATTN: GIN YANG	3,289.00
101485	03/17/2011	ROCKVIEW FARMS	385.38
101486	03/17/2011	SMART & FINAL IRIS CO.	752.08
101487	03/17/2011	SO. ORANGE CO. COMM. COL. DIST	4,772.04
101488	03/21/2011	3DSUG, INC. % GUY BOURDEAU, TREASURER	495.00
101489	03/21/2011	3DSUG, INC. % GUY BOURDEAU, TREASURER	495.00
101490	03/21/2011	ACBO ASSOCIATION OF CHIEF	285.00
101491	03/21/2011	ACBO ASSOCIATION OF CHIEF	285.00
101492	03/21/2011	CCCAOE	445.00
101493	03/21/2011	CCCCSSAA c/o BRUCE PATT	300.00
101494	03/21/2011	CCLC CLASSIFIED LEADERSHIP INSTITUTE	625.00
101495	03/21/2011	COASTLINE COMMUNITY COLLEGE	125.00
101496	03/21/2011	DAVID BUGAY	212.59
101497	03/21/2011	ELIZABETH CIPRES	413.97
101498	03/21/2011	EMBASSY SUITES HOTEL	269.56
101499	03/21/2011	FAWN TANRIVERDI	240.41
101500	03/21/2011	FWATA	175.00
101501	03/21/2011	HILTON HOTEL MIAMI DOWNTOWN	519.80
101502	03/21/2011	HILTON HOTEL MIAMI DOWNTOWN	519.80
101503	03/21/2011	HILTON HOTEL MIAMI DOWNTOWN	519.80
101504	03/21/2011	HILTON SACRAMENTO ARDEN WEST	291.66
101505	03/21/2011	HILTON SACRAMENTO ARDEN WEST	291.66
101506	03/21/2011	HONORS TRANSFER COUNCIL OF CA % IVC HONORS PROGRAM	1,590.00
101507	03/21/2011	JAYNE KLUNDER	15.00
101508	03/21/2011	KEVIN O'CONNOR	325.00
101509	03/21/2011	LAS VEGAS HILTON	450.00

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Check Number	Check Date	Pay to the Order of	Check Amount
101510	03/21/2011	PAPA PESTICIDE APPLICATORS ASSOC.	200.00
101511	03/21/2011	PLANET HOLLYWOOD	286.00
101512	03/21/2011	TAMERA RICE	108.20
101513	03/21/2011	TRACY DALY	350.07
101514	03/21/2011	BARBARA TAMIALIS	993.62
101515	03/21/2011	DAVID E. ANDERSON, JR.	49.67
101516	03/21/2011	ERIC KUDELL	34.59
101517	03/21/2011	FOREST LAKE EDUCATION MANAGEMENT	36,941.63
101518	03/21/2011	KEENAN & ASSOCIATES ACCOUNTS RECEIVABLE	145,609.00
101519	03/21/2011	KINO FLO, INC.	254.11
101520	03/21/2011	KINO LORBER, INC.	150.00
101521	03/21/2011	KOFFLER SALES COMPANY	226.75
Unpaid Sales Tax			18.13
Expensed Amount			244.88
101522	03/21/2011	LAERDAL MEDICAL CORP.	75,176.29
101523	03/21/2011	LAGUNA CLAY CO.	1,194.08
101524	03/21/2011	LASER SOURCE	367.58
101525	03/21/2011	LAWNMOWERS ETC., LLC	70.32
101526	03/21/2011	LOOMIS, FARGO & COMPANY	524.07
101527	03/21/2011	MARBELLA COUNTRY CLUB	2,693.75
101528	03/21/2011	MARCIA MILCHIKER	46.99
101529	03/21/2011	MARK KRUHMIN	41.49
101530	03/21/2011	MARY ANSTADT	77.83
101531	03/21/2011	MATERIAL SALES UNLIMITED	2,705.28
101532	03/21/2011	MC CALLUM GROUP, INC.	1,000.00
101533	03/21/2011	McMASTER CARR SUPPLY CO.	86.82
101534	03/21/2011	MILLENNIUM BUSINESS SERVICES Marty Cohn	2,135.80
101535	03/21/2011	MOBILITY RESEARCH	710.00
Unpaid Sales Tax			60.38
Expensed Amount			770.38
101536	03/21/2011	MONTGOMERY HARDWARE	607.38
101537	03/21/2011	MORITAKA KINA	240.00
101538	03/21/2011	MOULTON-NIGUEL WATER DIST.	7,460.38
101539	03/21/2011	MSC INDUSTRIAL SUPPLY CO.	882.14
Unpaid Sales Tax			77.19
Expensed Amount			959.33
101540	03/21/2011	MYSTORAGECABINETS.COM	1,999.88
Unpaid Sales Tax			157.50
Expensed Amount			2,157.38
101541	03/21/2011	NAT'L INSTRUMENTS	629.66
101542	03/21/2011	NEIL ENTERPRISES INC.	195.87
Unpaid Sales Tax			15.31
Expensed Amount			211.18
101543	03/21/2011	NEUDESIC, LLC	36,047.50
101544	03/21/2011	NIKON INSTRUMENTS, INC.	4,867.39
101545	03/21/2011	NU AGE DEVELOPMENT, INC.	15,720.00
101546	03/21/2011	OC REGISTER COMMERCIAL BILLING	2,059.54
101547	03/21/2011	OC Treasurer-Tax Collector	24,162.50
101548	03/21/2011	OCE-IMAGISTICS	73.29
101549	03/21/2011	ORANGE CO. FARM SUPPLY	1,027.20
101550	03/21/2011	ORKIN EXTERMINATING	605.50
101551	03/21/2011	CARLOS TUCCIO MAJOR APPLIANCE SERVICE	95.00
101552	03/21/2011	JUNE M. MILLOVICH	140.15

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101553	03/21/2011	JONES DAY	85,970.11
101554	03/21/2011	AT&T	228.69
101555	03/21/2011	AT&T	11.35
101556	03/21/2011	AT&T	11.34
101557	03/21/2011	AT&T	10.09
101558	03/21/2011	AT&T	25.98
101559	03/21/2011	SOUTHERN CALIFORNIA EDISON CO.	85.64
101560	03/21/2011	SOUTHERN CALIFORNIA GAS CO.	102.48
101561	03/22/2011	3DSUG, INC. % GUY BOURDEAU, TREASURER	495.00
101562	03/22/2011	A-1 FENCE COMPANY	1,929.00
101563	03/22/2011	ACCUITY	279.00
101564	03/22/2011	ADCLUB ADVERTISING SERVICE	1,447.37
101565	03/22/2011	ADORAMA CAMERA	167.65
Unpaid Sales Tax			13.12
Expensed Amount			180.77
101566	03/22/2011	AFFILIATED COMPUTER SERVICES	188.11
101567	03/22/2011	ALAN'S LAWNMOWER & GARDEN	496.58
101568	03/22/2011	ALLSTEEL INC.	988.68
101569	03/22/2011	AMANDA CARRADINE	350.00
101570	03/22/2011	AUCA LOS ANGELES	112.36
101571	03/22/2011	B2BPROFESSIONALTOOLS.COM	479.52
101572	03/22/2011	BEST BLANKS	1,595.00
Unpaid Sales Tax			139.56
Expensed Amount			1,734.56
101573	03/22/2011	BONE CLONES, INC.	169.25
101574	03/22/2011	BRAVO SIGN & DESIGN	5,672.06
101575	03/22/2011	CAL-LIFT, INC.	578.01
101576	03/22/2011	CALIFORNIA STAGE/LIGHTING, INC	96.71
101577	03/22/2011	CDW GOVERNMENT, INC.	1,130.00
101578	03/22/2011	CLARK SECURITY PRODUCTS INC.	631.85
101579	03/22/2011	COACH AMERICA	1,778.70
101580	03/22/2011	COLE-PARMER INSTRUMENT COMPANY	697.93
101581	03/22/2011	COLLEGE ART ASSOCIATION GENERAL POST OFFICE	375.00
101582	03/22/2011	CPP, INC. DAVIES-BLACK PUBLISHING	20.00
101583	03/22/2011	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE,	64.00
		CASHIERING	
101584	03/22/2011	EDUCATION 4 WORK SUSAN M. COLEMAN	1,006.69
101585	03/22/2011	HILTON HOTEL MIAMI DOWNTOWN	519.80
101586	03/22/2011	KATHARINE S. BROOKS	4,650.00
101587	03/22/2011	MIKE COLLINS	131.59
101588	03/22/2011	SHELL FLEET CARD SERVICES PROCESSING	2,984.15
		CENTER	
101589	03/22/2011	BCH WATERWORKS	135.00
101590	03/22/2011	ACADEMIC SENATE CA COMM COLL	325.00
101591	03/22/2011	ACADEMIC SENATE CA COMM COLL	325.00
101592	03/22/2011	ACADEMIC SENATE CA COMM COLL	325.00
101593	03/22/2011	ACADEMIC SENATE CA COMM COLL	325.00
101594	03/22/2011	ACADEMIC SENATE CA COMM COLL	190.00
101595	03/22/2011	ACADEMIC SENATE CA COMM COLL	325.00
101596	03/22/2011	ACADEMIC SENATE CA COMM COLL	325.00
101597	03/22/2011	COMMUNITY COLLEGE LEAGUE OF	55.00
		CALIFORNIA/CCCAA	
101598	03/22/2011	ERIC HILDEN	176.40
101599	03/22/2011	HEIDI M. OCHOA	4,550.00
101600	03/22/2011	JAYNE KLUNDER	75.00

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Check Number	Check Date	Pay to the Order of	Check Amount
101601	03/22/2011	JENNIFER FOROUZESH	104.21
101602	03/22/2011	JOHN LICITRA	15.00
101603	03/22/2011	MARCIA MILCHIKER	954.55
101604	03/22/2011	MARIA PANIAGUA	230.44
101605	03/22/2011	NCMPR NATIONAL OFFICE ATTN: BECKY OLSON	600.00
101606	03/22/2011	REGENTS - U.C. UCLA CONFERENCE CENTER	6,694.72
101607	03/22/2011	ROCKY CIFONE	339.35
101608	03/22/2011	TAMARA KING	1,826.00
101609	03/22/2011	TERESA CAMACHO	230.44
101610	03/22/2011	TONY LIPOLD	264.96
101611	03/22/2011	WESTIN HOTEL SAN FRANCISCO AIRPORT	270.92
101612	03/22/2011	WESTIN HOTEL SAN FRANCISCO AIRPORT	406.38
101613	03/22/2011	WESTIN HOTEL SAN FRANCISCO AIRPORT	406.38
101614	03/22/2011	WESTIN HOTEL SAN FRANCISCO AIRPORT	270.92
101615	03/22/2011	WESTIN HOTEL SAN FRANCISCO AIRPORT	406.38
101616	03/22/2011	WESTIN HOTEL SAN FRANCISCO AIRPORT	270.92
101617	03/22/2011	WESTIN HOTEL SAN FRANCISCO AIRPORT	541.84
101618	03/23/2011	BROOK FELLOWS OLIVER	91.80
101619	03/23/2011	CARMENMARA HERNANDEZ-BRAVO	91.86
101620	03/23/2011	CAROL DANNA	218.76
101621	03/23/2011	DIANE LEWIS	119.90
101622	03/23/2011	GALE SUPPLY COMPANY	3,227.16
101623	03/23/2011	GARY I. KUSUNOKI	150.00
101624	03/23/2011	GOODWILL INDUSTRIES OF ORANGE COUNTY	682.50
101625	03/23/2011	GRAYBAR ELECTRIC CO.	2,066.72
101626	03/23/2011	GREEN THUMB INTERNATIONAL	53.74
101627	03/23/2011	HAIR CALIFORNIA BEAUTY ACADEMY	8,725.50
101628	03/23/2011	HAITBRINK ASPHALT PAVING, INC.	12,160.00
101629	03/23/2011	HALO BRANDED SOLUTIONS	277.09
101630	03/23/2011	HALO/LEE WAYNE CORPORATION	938.75
101631	03/23/2011	HERFF JONES	4,032.30
101632	03/23/2011	HIGHER ONE INC.	2,092.80
101633	03/23/2011	HIRSCH PIPE & SUPPLY	67.51
101634	03/23/2011	HOEFER, INC.	804.23
Unpaid Sales Tax			69.58
Expensed Amount			873.81
101635	03/23/2011	HOIST SERVICE, INC.	4,850.00
101636	03/23/2011	ICARUS FILMS	401.00
Unpaid Sales Tax			34.13
Expensed Amount			435.13
101637	03/23/2011	IMAGE PRINTING SOLUTIONS CATHY ARONSON	3,229.88
101638	03/23/2011	JAMECO ELECTRONICS	362.49
101639	03/23/2011	KARA MAHOTKA-PATTERSON	553.95
101640	03/23/2011	KEN'S SPORTING GOODS	362.13
101641	03/23/2011	LAURA'S INT PLANTScape SERV	200.00
101642	03/23/2011	LILY HUNNEMEDER-BERGFELT	100.87
101643	03/23/2011	MAQUINSAL SEWING MACHINE CO.	396.82
101644	03/23/2011	MARCIVE, INC.	1,350.00
101645	03/23/2011	MC FADDEN-DALE INDUSTRIAL HARDWARE LLC	42.41
101646	03/23/2011	MC KESSON MEDICAL SURGICAL	341.47
101647	03/23/2011	MC PEEK'S DODGE OF ANAHEIM	28,590.38
101648	03/23/2011	MICRO CENTER A/R	228.30
101649	03/23/2011	MISSION AUTO EQUIP & LIFTS, INC	540.91
101650	03/23/2011	MWAVE.COM div of CLT COMPUTER	1,709.92
101651	03/23/2011	N-OADN NATIONAL OFFICE	400.00

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101652	03/23/2011	NASCO MODESTO	229.17
101653	03/23/2011	NIELSEN, MERKSAMER, PARRINELLOGROSS & LEONI, LLP	1,500.00
101654	03/23/2011	OCLC, INC. DEPT #34299	318.39
101655	03/23/2011	ORANGE CO. BUSINESS JOURNAL	69.00
101656	03/23/2011	OSHATOES.COM div of HOOKER HANDLING SYSTEMS	205.20
Unpaid Sales Tax			16.18
Expensed Amount			221.38
101657	03/23/2011	RJ COACHING AND CONSULTING RITA M. JONES	537.40
101658	03/23/2011	SISC III COBRA ADMINISTRATION	875.83
101659	03/23/2011	W. W. GRAINGER	546.36
101660	03/23/2011	CITY OF IRVINE	875.00
101661	03/23/2011	AT&T	56.07
101662	03/23/2011	SOUTHERN CALIFORNIA EDISON CO.	1,525.59
101663	03/23/2011	SOUTHERN CALIFORNIA EDISON CO.	7,188.53
101664	03/23/2011	SOUTHERN CALIFORNIA EDISON CO.	14,215.33
101665	03/23/2011	SOUTHERN CALIFORNIA GAS CO.	3,821.10
101666	03/23/2011	VERIZON	455.73
101667	03/23/2011	EDWIN TIONGSON	711.00
101668	03/23/2011	EDWIN TIONGSON	2,565.00
101669	03/23/2011	EDWIN TIONGSON	1,934.78
101670	03/23/2011	HYATT REGENCY GREENWICH	4,725.00
101671	03/23/2011	PHI RHO PI % WADE HESCHT	600.00
101672	03/24/2011	ATRIUM HOTEL AT ORANGE COUNTY AIRPORT	3,163.26
101673	03/24/2011	BLAKE STEPHENS	689.63
101674	03/24/2011	CELIA SLOA	100.00
101675	03/24/2011	CHARLES C. STILL SECURE LIVE SCAN	30.00
101676	03/24/2011	FARNOOSH SORAYA	480.00
101677	03/24/2011	FRANCISCO VASQUEZ	400.00
101678	03/24/2011	GUISELLE SCOTT	50.00
101679	03/24/2011	LAURIE M. VARTANIAN dba RELIABLE RESPONSE	700.00
101680	03/24/2011	LORI WOOD	362.81
101681	03/24/2011	NINA M. YAMASAKI	700.00
101682	03/24/2011	PACIFIC SOD	558.43
101683	03/24/2011	PARKWAY LAWNMOWER SHOP	57.71
101684	03/24/2011	PATRIC TAYLOR	137.45
101685	03/24/2011	PHOENIX GROUP	1,542.28
101686	03/24/2011	PSI-PAYPHONE STATIONS INNOVAT.	520.00
101687	03/24/2011	QUEST DIAGNOSTICS	1,449.83
101688	03/24/2011	REI	663.32
101689	03/24/2011	S & B FOODS CATERING DIVISION	172.91
101690	03/24/2011	S & B FOODS CATERING DIVISION	43.23
101691	03/24/2011	SADDLEBACK GOLF CARS, INC.	200.80
101692	03/24/2011	SARGENT-WELCH LLC VWR INTERNATIONAL	473.71
101693	03/24/2011	SCANTRON CORPORATION	114.47
101694	03/24/2011	SCIENTIFIC REFRIGERATION	313.00
101695	03/24/2011	SEHI PROCOMP COMPUTER PRODUCTS	5,423.58
101696	03/24/2011	SHRED-IT CAMPO ENTERPRISES, INC.	104.00
101697	03/24/2011	SIXTEN, INC. dba SIXTEN & ASSOC.	2,187.84
101698	03/24/2011	SMASH HIT DISPLAYS LLC	336.95
101699	03/24/2011	SO. ORANGE CO. COMM. COL.DIST	3,142.00
101700	03/24/2011	SONRISE ELECTRICAL	150.00
101701	03/24/2011	SOUTH COAST FAMILY MEDI-CENTER, INC.	215.00
101702	03/24/2011	THE RP GROUP	350.00

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Check Number	Check Date	Pay to the Order of	Check Amount
101703	03/24/2011	THOMAS L. SMITH	52.16
101704	03/24/2011	THOMPSON ENAMEL	43.76
		Unpaid Sales Tax	3.31
		Expensed Amount	47.07
101705	03/24/2011	TIME CLOCK SALES & SERVICE	21.66
101706	03/24/2011	TNR TECHNICAL, INC.	352.35
101707	03/24/2011	TRI-AD	739.00
101708	03/24/2011	TRIARCH INC.	180.64
101709	03/24/2011	TRICIA TINER	90.00
101710	03/24/2011	TURF TIRE DISTRIBUTORS	662.29
101711	03/24/2011	UC REGENTS UCSD	469.00
101712	03/24/2011	UNITED INTERIORS	990.00
101713	03/24/2011	UNITED SITE SERVICES OF CALIFORNIA, INC.	266.26
101714	03/24/2011	VENDINI, INC. CORPORATE HEADQUARTERS	236.63
101715	03/24/2011	VICTORIA ZACKHEIM	100.00
101716	03/24/2011	WALRUS MUSIC PUBLISHING	870.32
101717	03/24/2011	WALTERS WHOLESALE ELECTRIC	229.23
101718	03/24/2011	WARD'S NATURAL SCIENCE	683.58
101719	03/24/2011	WARE DISPOSAL CO., INC.	600.00
101720	03/24/2011	WOLTERS KLUWER HEALTH LIPPINCOTT WILLIAMS & WILKINS	119.99
101721	03/24/2011	ZAINO TENNIS COURTS, INC.	1,400.00
101722	03/24/2011	AK CONSTRUCTORS INC.	1,100.00
101723	03/24/2011	APPLE COMPUTER INC.	375.49
101724	03/24/2011	CATALYST CONSULTING	8,910.00
101725	03/24/2011	GOVERNMENT FINANCIAL STRATEGIES, INC.	825.00
101726	03/24/2011	HCTD, LLC c/o HUDSON CAPITAL, LLC	30,000.00
101727	03/24/2011	JACKSON, DE MARCO, TIDUS, & PE	61,335.00
101728	03/24/2011	JOYCE INSPECTION & TESTING	12,566.00
101729	03/24/2011	LPA, INC.	4,000.00
101730	03/24/2011	NEUDESIC, LLC	41,808.00
101731	03/24/2011	PB AMERICAS, INC.	4,186.82
101732	03/24/2011	RECRUITER SUPPORT SERVICES	5,600.00
101733	03/24/2011	RJM DESIGN GROUP, INC.	3,305.02
101734	03/24/2011	TROXELL COMMUNICATIONS, INC.	75,666.08
101735	03/24/2011	UNITED SITE SERVICES OF CALIFORNIA, INC.	722.65
101736	03/25/2011	DANIEL SMITH, INC.	1,800.00
		Unpaid Sales Tax	140.00
		Expensed Amount	1,940.00
101737	03/25/2011	EVAN STRAND	100.00
101738	03/25/2011	J.W. PEPPER & SON, INC.	1,005.53
101739	03/25/2011	JARED SCOTT	90.00
101740	03/25/2011	MELISSA SANDVIG	200.00
101741	03/25/2011	PETE'S ROAD SERVICE	170.99
101742	03/25/2011	POWERTRON BATTERY CO.	1,328.70
101743	03/25/2011	PROAIR CONSTRUCTION SVCS. INC.	37,750.00
101744	03/25/2011	PSI-PAYPHONE STATIONS INNOVAT.	1,170.00
101745	03/25/2011	REDLEAF PRESS	1,247.46
		Unpaid Sales Tax	99.23
		Expensed Amount	1,346.69
101746	03/25/2011	RIVERSIDE COMMUNITY COLLEGE	145.96
101747	03/25/2011	SHRED-IT CAMPO ENTERPRISES, INC.	60.00
101748	03/25/2011	SIMPLICITY PATTERN CO., INC.	41.00

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Check Number	Check Date	Pay to the Order of	Check Amount
		Unpaid Sales Tax	3.59
		Expensed Amount	44.59
101749	03/25/2011	SOUTHERN COUNTIES OIL DBA/SC FUELS	5,455.63
101750	03/25/2011	TECHNIC BUSINESS SOLUTIONS	297.06
101751	03/25/2011	TROXELL COMMUNICATIONS, INC.	1,626.90
101752	03/25/2011	ACADEMIC SENATE CA COMM COLL	325.00
101753	03/25/2011	ACADEMIC SENATE CA COMM COLL	325.00
101754	03/25/2011	CCLC/CCCAA CCCAA CONVENTION	150.00
101755	03/25/2011	COMMUNITY COLLEGE LEAGUE OF CA	580.00
101756	03/25/2011	DONNA RANE-SZOSTAK	168.66
101757	03/25/2011	DR. ROBERT BRAMUCCI	150.47
101758	03/25/2011	GEORGINA GUY	201.03
101759	03/25/2011	HYATT REGENCY GREENWICH	945.00
101760	03/25/2011	HYATT REGENCY GREENWICH	5,025.00
101761	03/25/2011	HYATT REGENCY GREENWICH	945.00
101762	03/25/2011	KF Events	795.00
101763	03/25/2011	PHI RHO PI C/O DUANE FISH	1,210.00
101764	03/25/2011	WESTIN HOTEL SAN FRANCISCO AIRPORT	244.06
101765	03/25/2011	WESTIN HOTEL SAN FRANCISCO AIRPORT	270.95
101766	03/25/2011	ACCREDITING COMMISSION FOR COMMUNITY & JUNIOR COLLEGES	20,072.00
101767	03/25/2011	BLICK ART MATERIALS	147.79
101768	03/25/2011	CARL DEKKER	657.59
101769	03/25/2011	CHELSEA FELLER	100.00
101770	03/25/2011	COASTLINE ROP	447.04
101771	03/25/2011	COOKING LIGHT	144.00
101772	03/25/2011	DELL MARKETING L.P. C/O DELL USA L.P.	1,790.91
101773	03/25/2011	DICK'S SPORTING GOODS	284.88
101774	03/25/2011	DISPENSING SOLUTIONS, INC.	551.29
101775	03/25/2011	EDUCATIONAL MAPS AND GLOBES	1,042.00
		Unpaid Sales Tax	84.61
		Expensed Amount	1,126.61
101776	03/25/2011	FEDERAL EXPRESS	541.23
101777	03/25/2011	FHEG - SADDLEBACK BOOKSTORE	847.56
101778	03/25/2011	FINGERPRINT AMERICA	347.00
		Unpaid Sales Tax	28.61
		Expensed Amount	375.61
101779	03/25/2011	FOSTER CARE AUXILIARY OF OC	120.00
101780	03/25/2011	FOUNDATION FOR CCC ATTN: STEVE TUCK, PURCHASING	2,000.00
101781	03/25/2011	FREEWAY AUTO SUPPLY	5.25
101782	03/25/2011	OFFICEMAX CONTRACT INC.	5,126.55
101783	03/25/2011	RICHARD DAHLIN	200.00
101784	03/25/2011	SPARKLETTS	68.89
101785	03/25/2011	THE DATA WAREHOUSING INSTITUTEATTN: MEMBERSHIP (TDWI)	1,200.00
101786	03/25/2011	W. MIKE DALE	28.25
101787	03/28/2011	XEROX CORP.	2,438.96
101788	03/28/2011	XEROX CORP.	205.45
101789	03/28/2011	AT&T	11.34
101790	03/28/2011	AT&T	31.69
101791	03/28/2011	AT&T	26.78
101792	03/28/2011	SOUTHERN CALIFORNIA GAS CO.	3,250.45
101793	03/28/2011	SOUTHERN CALIFORNIA GAS CO.	36.91

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101794	03/28/2011	VERIZON	66.43
101795	03/29/2011	ANITA MC DONALD	37.92
101796	03/29/2011	BAY VIEW FUNDING FOR INDUSTRIAL TECH. SVC.	330.00
101797	03/29/2011	CATHERINE BERES	124.63
101798	03/29/2011	GALLS INC. %GALLS RETAIL CA LOCK BOX	204.88
101799	03/29/2011	GRANICUS, INC.	1,075.00
101800	03/29/2011	HOIST SERVICE, INC.	2,499.78
101801	03/29/2011	INGARDIA BROTHERS PRODUCE, INC.	1,154.12
101802	03/29/2011	IRVINE RANCH WATER DIST.	6,859.41
101803	03/29/2011	JACQUELINE ZIMBALIST	24.77
101804	03/29/2011	JENNIFER GLEIZER	45.59
101805	03/29/2011	KATERCRAFTS BOOKBINDERS	695.21
101806	03/29/2011	KELLY GRIMES	720.00
101807	03/29/2011	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.	474.48
101808	03/29/2011	LISA KAPCHINSKE	110.41
101809	03/29/2011	MALIA HILL	891.06
101810	03/29/2011	MARLYS GRODT & ASSOCIATES	500.00
101811	03/29/2011	NAT'L INSTRUMENTS	1,630.16
101812	03/29/2011	NEUDESIC, LLC	28,462.50
101813	03/29/2011	NEWPORT COMPUTER SOLUTIONS	943.41
101814	03/29/2011	OCE-IMAGISTICS	73.29
101815	03/29/2011	ORKIN EXTERMINATING	1,702.75
101816	03/29/2011	RAUL B. GUTIERREZ	13.26
101817	03/29/2011	ROGER OWENS DEAN OF FINE ARTS	71.34
101818	03/29/2011	TERESA CAMACHO	13.10
101819	03/29/2011	XPEDX	1,133.79
101820	03/29/2011	ORKIN EXTERMINATING	93.60
101821	03/29/2011	ADCLUB ADVERTISING SERVICE	6,090.00
101822	03/29/2011	AFFILIATED COMPUTER SERVICES	175.65
101823	03/29/2011	AILEEN J. ANDERSON	100.00
101824	03/29/2011	AMTECH ELEVATOR SERVICES	1,800.55
101825	03/29/2011	APPLE COMPUTER INC.	75.04
101826	03/29/2011	ARROWHEAD DRINKING WATER	13.42
101827	03/29/2011	AUCA LOS ANGELES	45.57
101828	03/29/2011	AUTOMOTIVE SERVICE COUNCILS OF CA/ORANGE	25.00
		COAST CHAPTER 50	
101829	03/29/2011	B & H PHOTO	675.00
		Unpaid Sales Tax	59.06
		Expensed Amount	734.06
101830	03/29/2011	BAKER & TAYLOR	9,328.64
		Unpaid Sales Tax	151.29
		Expensed Amount	9,479.93
101831	03/29/2011	BP ENERGY COMPANY BANK OF AMERICA, %	32,767.93
		REMITTANCE	
101832	03/29/2011	BRAND ATHLETICS	1,005.66
101833	03/29/2011	CA ASSN OF ALCOHOLISM & DRUG	200.00
101834	03/29/2011	CALIFORNIA HAZARDOUS SERVICE	1,450.00
101835	03/29/2011	CALIFORNIA STAGE/LIGHTING, INC	68.41
101836	03/29/2011	CAMPUS CONCERTS ATTN: PAT MAKI	3,440.00
101837	03/29/2011	CAPISTRANO-LAGUNA BEACH ROP	550.00
101838	03/29/2011	CATHERINE BERES	19.07
101839	03/29/2011	CINTAS DOCUMENT MANAGEMENT	28.12
101840	03/29/2011	CINTAS DOCUMENT MANAGEMENT	28.12
101841	03/29/2011	CLARK SECURITY PRODUCTS INC.	28.93
101842	03/29/2011	COMPUTERLAND	164.91

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Check Number	Check Date	Pay to the Order of	Check Amount
101843	03/29/2011	CONSOLIDATED ELECTRICAL DIST.	504.60
101844	03/29/2011	CONSUMERS PIPE - FONTANA	136.85
101845	03/29/2011	COX COMMUNICATIONS	4,106.48
101846	03/29/2011	JANE L. COLLIER	180.00
101847	03/29/2011	MIKE COLLINS	122.91
101848	03/29/2011	PAUL BUNCH	35.00
101849	03/29/2011	W.A. CHARNSTROM CO.	348.27
Unpaid Sales Tax			29.35
Expensed Amount			377.62
101850	03/29/2011	HOME DEPOT CREDIT SERVICES	3,231.97
101851	03/29/2011	HOME DEPOT CREDIT SERVICES	187.93
101852	03/29/2011	PRO TECHNOLOGY AUTOMATION, INC	3,248.63
101853	03/29/2011	PROCESS SOFTWARE CORPORATION	1,075.00
101854	03/29/2011	RICOH AMERICAS CORPORATION RICOH CUSTOMER FINANCE CORP.	69.29
101855	03/29/2011	SODEXHO %FULLERTON COLL. CATERING SVCS	276.64
101856	03/29/2011	SOLARWINDS.NET, INC.	395.00
101857	03/30/2011	AT&T	546.01
101858	03/30/2011	AT&T	444.32
101859	03/30/2011	AT&T	1,658.03
101860	03/30/2011	GREENLEIGH & WONG TECHNICAL SERVICE LLC	3,660.00
101861	03/30/2011	HAITBRINK ASPHALT PAVING, INC.	3,450.00
101862	03/30/2011	HERTZ EQUIPMENT RENTAL	15,341.31
101863	03/30/2011	HIROMI PAPER INTERNATIONAL	767.17
101864	03/30/2011	HITT MARKING DEVICES, INC.	42.96
101865	03/30/2011	KATE ALDER	22.49
101866	03/30/2011	LAGUNA BEACH UNIF. SCHOOL DIST	519.32
101867	03/30/2011	LIEBERT CASSIDY WHITMORE	4,881.20
101868	03/30/2011	LOGMEIN, INC.	4,995.00
101869	03/30/2011	LOVING GUIDANCE	3,200.51
101870	03/30/2011	NU AGE DEVELOPMENT, INC.	10,583.80
101871	03/30/2011	ON TRACK	559.30
101872	03/30/2011	ORCHARD SUPPLY HARDWARE	327.74
101873	03/30/2011	BROOKE CHILDERS	13.40
101874	03/30/2011	ARNETTE EDWARDS	180.00
101875	03/30/2011	ART.COM	745.21
101876	03/30/2011	BAKER & TAYLOR	8,717.23
Unpaid Sales Tax			151.29
Expensed Amount			8,868.52
101877	03/30/2011	BLICK ART MATERIALS	586.23
101878	03/30/2011	D & E PIPE SUPPLY, INC	2,491.07
101879	03/30/2011	DA CAPO MUSIC	19.52
101880	03/30/2011	DELL MARKETING L.P. C/O DELL USA L.P.	40,092.28
101881	03/30/2011	DENOYER-GEPPERT SCIENCE CO.	1,286.29
Unpaid Sales Tax			311.26
Expensed Amount			1,597.55
101882	03/30/2011	DIGI-KEY CORP. 610887	219.78
101883	03/30/2011	DISCOUNT DANCE SUPPLY CO.	225.03
101884	03/30/2011	DLG REST. EQUIP. & CLOSEOUTS	429.55
101885	03/30/2011	DUNN-EDWARDS CORPORATION	108.74
101886	03/30/2011	E-Z UP DIRECT	1,645.11
101887	03/30/2011	EAGLE COMMUNICATIONS	296.13
101888	03/30/2011	EBERHARD EQUIPMENT	1,013.51

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Check Number	Check Date	Pay to the Order of	Check Amount
101889	03/30/2011	ECONOMIC ALTERNATIVES, INC.	347.91
101890	03/30/2011	EDMONDS COMMUNITY COLLEGE	5,715.51
101891	03/30/2011	EWING IRRIGATION PRODUCTS	541.89
101892	03/30/2011	FIVE STAR TROPHIES JEFFREY H. SEAL	396.94
101893	03/30/2011	FREESTYLE	337.79
101894	03/30/2011	FREEWAY AUTO SUPPLY	419.30
101895	03/30/2011	JOHN DEERE LANDSCAPES, INC.	390.18
101896	03/30/2011	JOHN W. EDWARDS	151.10
101897	03/30/2011	MARIE DE LA PALME	265.45
101898	03/30/2011	OFFICEMAX CONTRACT INC.	12,916.68
101899	03/30/2011	SIMON DAVIES	89.99
101900	03/30/2011	SUSANNE C. DUARTE	363.82
101901	03/30/2011	THE EXPENDABLES RECYCLER	751.37
101902	03/30/2011	DAIRY DEPOT	50.78
101903	03/30/2011	OFFICEMAX CONTRACT INC.	929.66
101904	03/30/2011	BERNADETTE DAVIS	240.23
101905	03/30/2011	BRENDA BORRON	650.00
101906	03/30/2011	CHRIS HOGSTEDT	638.62
101907	03/30/2011	COMMUNITY COLLEGE LEAGUE OF CA	580.00
101908	03/30/2011	DAVID E. ANDERSON, JR.	401.86
101909	03/30/2011	HEIDI M. OCHOA	1,120.00
101910	03/30/2011	IRENE RENAULT	1,000.00
101911	03/30/2011	JENNIFER MC CUE	212.72
101912	03/30/2011	KAREN KOBZEFF	375.84
101913	03/30/2011	LARRY RADDEN	3,500.00
101914	03/30/2011	LAS VEGAS HILTON	261.96
101915	03/30/2011	LISA CAVALLARO	750.00
101916	03/30/2011	MIKI MIKOLAJCZAK	55.00
101917	03/30/2011	ROCKY CIFONE	31.37
101918	03/30/2011	RUSSELL HAMILTON	109.10
101919	03/30/2011	TERESA FLUEGEMAN	1,809.75
101920	03/30/2011	TOD A. BURNETT	20.50
101921	03/30/2011	LESLIE HUMPHREY	189.74
101922	03/31/2011	DANIEL SMITH, INC.	876.37
Unpaid Sales Tax			76.68
Expensed Amount			953.05
101923	03/31/2011	DIEMMY TRAN	360.00
101924	03/31/2011	EVAN ODELL SWENSON	200.00
101925	03/31/2011	FHEG - SADDLEBACK BOOKSTORE STORE NO 296 M.A 2964320	565.79
101926	03/31/2011	FRED PRYOR SEMINARS	3,300.00
101927	03/31/2011	PALEO BOND DIVISION UNCOMMON CONGLOMERATES, INC.	109.63
Unpaid Sales Tax			8.27
Expensed Amount			117.90
101928	03/31/2011	PAYAM-E-ASHENA	250.00
101929	03/31/2011	PITNEY BOWES INC.	791.00
101930	03/31/2011	PRAXAIR	95.41
101931	03/31/2011	PROAIR CONSTRUCTION SVCS. INC.	21,895.00
101932	03/31/2011	PROFESSIONAL PLASTICS	530.81
101933	03/31/2011	PROMODEALER PROMODEALER.COM	3,480.54
101934	03/31/2011	PROSERV PLUMBING & DRAIN	5,912.93
101935	03/31/2011	QUARTERMASTER	21.75
101936	03/31/2011	QUEZADA PRO LANDSCAPE, INC.	2,425.00
101937	03/31/2011	REPRO XPRESS	160.70

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Check Number	Check Date	Pay to the Order of	Check Amount
101938	03/31/2011	RIO GRANDE ALBUQUERQUE THE BELL GROUP	507.99
		Unpaid Sales Tax 43.31	
		Expensed Amount 551.30	
101939	03/31/2011	ROYAL TRUCK BODY	467.82
101940	03/31/2011	SADDLEBACK GOLF CARS, INC.	98.79
101941	03/31/2011	SAFEWAY INC/PAVILIONS	335.71
101942	03/31/2011	SECURITAS SECURITY SVCS, USA	4,017.04
101943	03/31/2011	SHOPWARE FILMS INFOBASE PUBLISHING	104.12
101944	03/31/2011	SHRED-IT CAMPO ENTERPRISES, INC.	60.00
101945	03/31/2011	SILVER STATE COACH, INC.	2,403.75
101946	03/31/2011	SIMS-ORANGE WELDING SUPPLY	118.01
101947	03/31/2011	SLUGGERS BASEBALL	261.00
101948	03/31/2011	SMART & FINAL IRIS CO.	509.96
101949	03/31/2011	SO. COAST FIRE PROTECTION	240.88
101950	03/31/2011	SOUTHLAND INSTRUMENTS, INC.	3,583.50
101951	03/31/2011	TAMERA RICE	529.99
101952	03/31/2011	THE SCHOOL COMPANY	94.49
		Unpaid Sales Tax 7.52	
		Expensed Amount 102.01	
101953	03/31/2011	TOMARK SPORTS, INC.	3,680.00
101954	03/31/2011	ULINE ATTN: ACCOUNTS RECEIVABLE	163.49
101955	03/31/2011	VITAL LINK EDUCATION AND BUSINESS CONSORTIUM	2,899.36
101956	03/31/2011	WARD'S NATURAL SCIENCE	430.28
101957	03/31/2011	WESTMINSTER PRESS, INC.	1,459.43
101958	03/31/2011	SAFEWAY INC/PAVILIONS	521.99
101959	03/31/2011	SMART & FINAL IRIS CO.	411.43
101960	03/31/2011	ADVANCE TEK	8,000.00
101961	03/31/2011	C.E.M. LAB CORP. CIVIL ENGINEERING MATERIAL LAB	9,052.50
101962	03/31/2011	DB MECHANICAL, INC.	12,875.00
101963	03/31/2011	DOUGHERTY + DOUGHERTY ARCHITECTS LLP	18,905.43
101964	03/31/2011	gkkworks	14,250.74
101965	03/31/2011	NIMBLE CONSULTING	10,000.00
101966	03/31/2011	PJHM ARCHITECTS	11,134.96
101967	03/31/2011	R.M. SYSTEMS, INC.	1,966.00
101968	03/31/2011	R2A ARCHITECTURE	15,181.78
101969	03/31/2011	RGP PLANNING & DEVELOPMENT SERVICES	17,588.76
101970	03/31/2011	SOUTHERN CALIFORNIA SANITATION	10,326.80
101971	04/04/2011	AT & T MOBILITY	14.74
101972	04/04/2011	AT&T	41.94
101973	04/04/2011	AT&T	326.54
101974	04/04/2011	AT&T	54.50
101975	04/04/2011	AT&T	54.50
101976	04/04/2011	AT&T	54.50
101977	04/04/2011	RICOH AMERICAS CORPORATION	12.51
101978	04/04/2011	ABC ICE HOUSE	117.45
101979	04/04/2011	ADCLUB ADVERTISING SERVICE	945.00
101980	04/04/2011	ADVANTA ENERGY	800.00
101981	04/04/2011	ALLDATA LLC	889.69
101982	04/04/2011	ALSA CORPORATION	343.78
101983	04/04/2011	AMERICAN RED CROSS ORANGE COUNTY CHAPTER	160.00
101984	04/04/2011	AMSTERDAM PRINTING & LITHO	195.50
101985	04/04/2011	ASSESSMENT TECHNOLOGIES INSTITUTE, LLC	3,950.00

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

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Checks Dated 03/02/2011 through 04/05/2011

Check Number	Check Date	Pay to the Order of	Check Amount
101986	04/04/2011	ASSN FOR INSTIT. RESEARCH	125.00
101987	04/04/2011	ASSOCIATION OF PERFORMING ARTS PRESENTERS	300.00
101988	04/04/2011	ATKINSON, ANDELSON, LOYA, RUUD	15,385.66
101989	04/04/2011	AUTOMIC DESIGNS, INC.	507.24
101990	04/04/2011	BAKER & TAYLOR	24,505.74
		Unpaid Sales Tax	1.05
		Expensed Amount	24,506.79
101991	04/04/2011	BNPOSTV, LLC % RHONDA SCIORTINO	1,500.00
101992	04/04/2011	C.T.I./VALUELINE	261.54
101993	04/04/2011	CACCRAO CHRISTOPHER WILLIAMSON	200.00
101994	04/04/2011	CAMBRIDGE EDUCATIONAL A FILMS MEDIA GROUP	486.38
101995	04/04/2011	COMPANY	
		CAPT BUSINESS OFFICE	335.34
		Unpaid Sales Tax	26.78
		Expensed Amount	362.12
101996	04/04/2011	CARIE CRUZ	70.00
101997	04/04/2011	CAROLINA BIOLOGICAL SUPPLY	419.51
101998	04/04/2011	CATHERINE BERES	92.90
101999	04/04/2011	COACH AMERICA	2,396.97
102000	04/04/2011	COAST FITNESS REPAIR SHOP	500.00
102001	04/04/2011	COLLEGE MEDIA NETWORK	1,995.00
102002	04/04/2011	COLLINS COMPANY	414.75
102003	04/04/2011	COMPUTERLAND	1,007.32
102004	04/04/2011	CORPORATE BUSINESS INTERIORS	268.55
102005	04/04/2011	CREATION ENGINE	573.27
102006	04/04/2011	CRUCIAL TECHNOLOGY	522.16
102007	04/04/2011	CSI ELECTRICAL CONTRACTORS, INC	67,670.00
102008	04/04/2011	DESTINATION CALIFORNIA	1,000.00
102009	04/04/2011	EmbroidMe Irvine	207.76
102010	04/04/2011	GARY BARNAK	7,280.00
102011	04/04/2011	MIKE BROWN GRANDSTANDS, INC. BRAND SERVICES, INC.	500.00
102012	04/04/2011	MIKE COLLINS	488.06
102013	04/04/2011	RALPH ANDERSEN & ASSOCIATES	4,730.00
102014	04/04/2011	ROSALBA CERVANTES	210.00
102015	04/04/2011	THECOMPETITIVEEDGE.COM	249.04
102016	04/04/2011	UNIVERSITY OF CALIFORNIA BERKELEY WELLNESS LETTER	39.00
102017	04/04/2011	WARREN ANSALDO	76.10
102018	04/04/2011	ALBERTSONS PURCHASE ADVANTAGE CARD	214.23
102019	04/04/2011	DEPARTMENT OF SOCIAL SERVICES MS 3-67	880.00
102020	04/05/2011	WELLS FARGO #4198	6,290.46
		Unpaid Sales Tax	6.72
		Expensed Amount	6,297.18
102021	04/05/2011	WELLS FARGO BANK #1598	779.72
102022	04/05/2011	WELLS FARGO BANK #3317	1,735.26
		Unpaid Sales Tax	65.09
		Expensed Amount	1,800.35
		Total	1,054
			6,711,115.45

Includes checks for only Bank Account COUNTY

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

ESCAPE ONLINE

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Checks Dated 03/02/2011 through 04/05/2011

Check Number	Check Date	Pay to the Order of	Check Amount
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Fund Summary			
Fund	Description	Check Count	Expensed Amount
01	General Fund	950	3,515,042.06
12	Child Development Fund	18	7,022.57
40	Capital Outlay Fund	72	2,750,412.55
68	Self-Insurance Fund	10	176,006.85
71	Retiree Benefit Fund	4	266,707.51
	Total	1,054	6,715,191.54
	Less Unpaid Sales Tax Liability		4,076.09-
	Net (Check Amount)		6,711,115.45

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

ESCAPE ONLINE

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Checks Dated 03/02/2011 through 04/05/2011

Check Number	Check Date	Pay to the Order of	Check Amount
010067	03/10/2011	BOB PARRETT CONSTRUCTION	24,727.50
010068	03/10/2011	EDUCATION TO GO	8,190.50
010069	03/10/2011	FSC SECURITIES DAVID BROWN	523.00
010070	03/10/2011	GREGORY J. ATWOOD THE GLASS SPECTRUM	660.00
010071	03/10/2011	HOME DEPOT CREDIT SERVICES	324.08
010072	03/10/2011	INSIGHT SYSTEMS GROUP, INC.	1,153.38
010073	03/10/2011	JENNIFER JENSEN EXQUISITE CAKES BY JENNIFER	249.83
010074	03/10/2011	KAYLAA FOX	81.00
010075	03/10/2011	LINDA WOOD	50.00
010076	03/10/2011	OFFICEMAX CONTRACT INC.	199.50
010077	03/10/2011	THERESA HOEFNAGELS	171.66
010078	03/10/2011	XEROX CORP.	1,044.58
010079	03/10/2011	ACCE	50.00
010080	03/17/2011	CALIFORNIA MIND INSTITUTE % BALAJI NETTIMI	2,171.50
010081	03/17/2011	COHEN-NAGLESTAD ENTERPRISES LLC	688.00
010082	03/17/2011	DAN MIKELS MEMORY SCHOOL	1,227.00
010083	03/17/2011	FARLA BINDER	142.80
010084	03/17/2011	FRANCES WENDY GREENSPAN ILLUSTRATING BY FRANCES W.	610.00
010085	03/17/2011	GREGORY J. ATWOOD THE GLASS SPECTRUM	180.00
010086	03/17/2011	NEW SCHOOL OF AMERICAN MUSIC ROBERT LAUGHLIN	589.16
010087	03/17/2011	RANDELEIGH HARRIS	52.50
010088	03/17/2011	REGINA ROCHA TOURS	2,376.00
010089	03/25/2011	INSIGHT SYSTEMS GROUP, INC.	1,123.38
010090	03/28/2011	POSTMASTER	17,156.62
		Total	24 63,741.99

Includes checks for only Bank Account SC-CMED

Fund Summary			
Fund	Description	Check Count	Expensed Amount
09	SC Community Education Func	24	63,741.99
	Total		
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		63,741.99

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

ESCAPE ONLINE

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Checks Dated 03/02/2011 through 04/05/2011

Check Number	Check Date	Pay to the Order of	Check Amount
008837	03/04/2011	EDUCATION TO GO	360.00
008838	03/04/2011	EDUCATION TO GO GATLIN EDUCATION SERVICES	1,395.00
008839	03/04/2011	MARK SEVI	487.50
008840	03/04/2011	NCTA MEMBERSHIP % SUSAN NICKEL	40.00
008841	03/04/2011	NR COMPUTER LEARNING CENTER	708.60
008842	03/04/2011	ROUNDS, MILLER AND ASSOCIATES	97.50
008843	03/04/2011	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	88,348.62
008844	03/04/2011	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	17,919.35
008845	03/04/2011	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	13,672.85
008846	03/10/2011	HOLLYWOOD FILM INSTITUTE	389.00
008847	03/10/2011	KAMPS INC.	615.00
008848	03/10/2011	NR COMPUTER LEARNING CENTER	154.80
008849	03/25/2011	MILLENNIUM BUSINESS SERVICES Marty Cohn	150.08
008850	04/01/2011	DIANA QUACH	25.00
008851	04/01/2011	EDUCATION TO GO	480.00
008852	04/01/2011	IRVINE VALLEY COLLEGE	18.64
008853	04/01/2011	IRVINE VALLEY COLLEGE	6.00
008854	04/01/2011	ROUNDS, MILLER AND ASSOC NANCY MILLER	58.50
008855	04/01/2011	IVC CAMPUS SAFETY	330.00
008856	04/01/2011	SHARON LOUIE	44.58
		Total	20 125,301.02

Includes checks for only Bank Account IVC-CMED

Fund Summary			
Fund	Description	Check Count	Expensed Amount
07	IVC Community Education Fun	20	125,301.02
	Total		
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		125,301.02

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

ESCAPE ONLINE

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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
BR11-00506	95-4600-D-M34-1-057-000-0000	NON-INSTR SUPPLIES & MATERIALS	46,000.00	.00
	95-5163-E-M42-1-057-006-0000	GAME WORKER	.00	46,000.00
			46,000.00	46,000.00
BR11-00507	95-4600-D-M34-1-057-000-0000	NON-INSTR SUPPLIES & MATERIALS	16,000.00	.00
	95-5821-E-M42-1-057-006-0000	GEN FEE/ALLOWANCE	.00	16,000.00
			16,000.00	16,000.00
BR11-00508	95-4600-D-M34-1-057-000-0000	NON-INSTR SUPPLIES & MATERIALS	7,500.00	.00
	95-5163-D-M01-1-057-006-0000	GAME WORKER	.00	7,500.00
			7,500.00	7,500.00
BR11-00509	95-4600-D-M34-1-057-000-0000	NON-INSTR SUPPLIES & MATERIALS	5,080.00	.00
	95-5270-E-M60-1-057-006-0000	CONFERENCE	.00	5,080.00
			5,080.00	5,080.00
BR11-00511	95-4600-D-M34-1-057-000-0000	NON-INSTR SUPPLIES & MATERIALS	91,000.00	.00
	95-5270-E-M42-1-057-006-0000	CONFERENCE	.00	91,000.00
			91,000.00	91,000.00
BR11-00514	01-1313-1-090-1-054-033-1205	HR CLSSRM FAC PT	15,000.00	.00
	01-6410-1-090-1-054-033-1205	NEW EQUIPMENT	.00	15,000.00
			15,000.00	15,000.00
BR11-00523	01-6411-0-000-1-040-061-0799	NEW EQUIP TECHNOLOGY	21,000.00	.00
	01-5812-0-000-1-040-061-0799	CONTRACT SVCS SOFTWARE LICENS	.00	21,000.00
			21,000.00	21,000.00
BR11-00524	40-6120-1-645-6-013-081-7100	SITE (CNTRCT SRV)	133,957.00	.00
	40-5271-1-645-6-013-081-7100	DISTRICT EVENTS	.00	89.00
	40-6226-1-645-7-013-081-7100	BLDG (ARCHITECT)	.00	54,868.00
	40-6226-1-645-6-013-092-7100	BLDG (ARCHITECT)	.00	79,000.00
			133,957.00	133,957.00
BR11-00529	01-5814-0-000-1-055-084-6891	CONTR SVCS(FEE)	56,900.00	.00
	01-4580-0-000-1-055-084-6891	DUPL CHBACKS	.00	600.00
	01-4600-0-000-1-055-084-6891	NON-INSTR SUPPLIES & MATERIALS	.00	14,500.00
	01-5810-0-000-1-055-084-6891	CONTRACT PRINTING	.00	3,800.00
	01-5811-0-000-1-055-084-6891	CONTRACT SERVICES	.00	30,000.00
	01-5830-0-000-1-055-084-6891	ADVERTISING	.00	8,000.00
			56,900.00	56,900.00
BR11-00530	01-4300-0-000-1-058-000-4900	INSTR SUPPLIES & MATERIALS	15,000.00	.00
	01-6410-0-000-1-058-000-4900	NEW EQUIPMENT	.00	15,000.00
			15,000.00	15,000.00

Journal #	Account	Description	From	To
BR11-00531	01-6411-0-000-1-052-000-6011	NEW EQUIP TECHNOLOGY	3,169.00	.00
	01-6411-0-000-1-052-000-6011	NEW EQUIP TECHNOLOGY	6,831.00	.00
	01-4300-0-000-1-052-000-4930	INSTR SUPPLIES & MATERIALS	.00	6,831.00
	01-6410-0-000-1-052-007-0948	NEW EQUIPMENT	.00	3,169.00
			10,000.00	10,000.00
BR11-00535	01-3999-0-000-4-025-000-6720	BENEFITS HOLDING	7,500.00	.00
	01-5811-0-000-4-070-046-1099	CONTRACT SERVICES	.00	7,500.00
			7,500.00	7,500.00
BR11-00548	01-4300-0-000-1-052-000-4930	INSTR SUPPLIES & MATERIALS	15,653.00	.00
	01-5270-0-000-1-052-000-6011	CONFERENCE	1,500.00	.00
	01-5650-0-000-1-052-000-6011	EQUIPMENT REPAIR	1,560.00	.00
	01-5811-0-000-1-052-000-6011	CONTRACT SERVICES	1,700.00	.00
	01-6411-0-000-1-052-000-6011	NEW EQUIP TECHNOLOGY	1,600.00	.00
	01-6410-0-000-1-052-000-6011	NEW EQUIPMENT	.00	15,653.00
	01-6410-0-000-1-052-000-6011	NEW EQUIPMENT	.00	1,600.00
	01-6410-0-000-1-052-000-6011	NEW EQUIPMENT	.00	1,700.00
	01-6410-0-000-1-052-000-6011	NEW EQUIPMENT	.00	1,560.00
	01-6410-0-000-1-052-000-6011	NEW EQUIPMENT	.00	1,500.00
			22,013.00	22,013.00
BR11-00549	01-5811-0-100-1-025-000-4900	CONTRACT SERVICES	19,590.00	.00
	01-6410-0-100-1-025-000-4900	NEW EQUIPMENT	.00	11,715.00
	01-6411-0-100-1-025-000-4900	NEW EQUIP TECHNOLOGY	.00	4,778.00
	01-6412-0-100-1-025-000-4900	SOFTWARE	.00	3,097.00
			19,590.00	19,590.00
BR11-00550	01-4999-0-000-4-025-000-6720	SUPP & MAT HOLDING	6,200.00	.00
	01-5811-0-000-4-037-087-6120	CONTRACT SERVICES	.00	6,200.00
			6,200.00	6,200.00
BR11-00556	01-5999-1-021-4-026-083-6460	OPR EXP SRVS HOLDING	12,170.00	.00
	01-4600-1-021-4-026-083-6460	NON-INSTR SUPPLIES & MATERIALS	.00	5,000.00
	01-5270-1-021-4-026-083-6460	CONFERENCE	.00	1,915.00
	01-5651-1-021-4-026-083-6460	MAINT AGREEMNT	.00	412.00
	01-5811-1-021-4-026-083-6460	CONTRACT SERVICES	.00	4,843.00
			12,170.00	12,170.00
BR11-00557	01-2483-1-207-4-037-085-6110	HR INSTR STRM SAL	2,525.00	.00
	01-3310-1-207-4-037-085-6110	OASDI INSTR CLSSF	10,475.00	.00
	01-1413-1-207-4-073-074-6310	HR NCLSRM FAC PT	.00	13,000.00
			13,000.00	13,000.00
BR11-00560	01-4300-0-000-1-056-008-0401	INSTR SUPPLIES & MATERIALS	6,890.00	.00
	01-6410-0-000-1-056-008-0401	NEW EQUIPMENT	.00	6,890.00
			6,890.00	6,890.00
BR11-00561	01-3420-1-235-1-054-033-1223	BENS NINST CLSSF	8,000.00	.00
	01-5153-1-235-1-054-033-1223	CONSULTANT	.00	8,000.00
			8,000.00	8,000.00

Journal #	Account	Description	From	To
BR11-00562	01-6411-1-235-1-054-033-1223	NEW EQUIP TECHNOLOGY	9,000.00	.00
	01-1415-1-235-1-054-033-1223	HR NCLSRM FAC STI	.00	9,000.00
			9,000.00	9,000.00
BR11-00565	01-4600-0-000-1-040-061-0799	NON-INSTR SUPPLIES & MATERIALS	8,800.00	.00
	01-6411-0-000-1-040-061-0799	NEW EQUIP TECHNOLOGY	.00	8,800.00
			8,800.00	8,800.00
BR11-00568	01-5270-1-246-1-052-017-1303	CONFERENCE	1,000.00	.00
	01-5810-1-246-1-052-017-1303	CONTRACT PRINTING	400.00	.00
	01-5811-1-246-1-052-017-1303	CONTRACT SERVICES	2,000.00	.00
	01-5900-1-246-1-024-000-6499	GRANTS/ALLOCATION	1,284.00	.00
	01-5900-1-246-1-052-017-1303	GRANTS/ALLOCATION	3,316.00	.00
	01-1415-1-246-1-052-017-1303	HR NCLSRM FAC STI	.00	2,100.00
	01-3220-1-246-1-052-017-1303	PERS NON-INSTR STAFF	.00	400.00
	01-3320-1-246-1-052-017-1303	OASDI NINST CLSSF	.00	500.00
	01-3360-1-246-1-052-017-1303	MEDIC NINST EMPLY	.00	200.00
	01-3520-1-246-1-052-017-1303	UNEMP NINST STAFF	.00	200.00
	01-3620-1-246-1-052-017-1303	WCOMP NON-INSTRUCTIONAL	.00	200.00
	01-4600-1-246-1-052-017-1303	NON-INSTR SUPPLIES & MATERIALS	.00	3,000.00
	01-5173-1-246-1-052-017-1303	LECTURER/GUEST SPEAKER	.00	1,400.00
			8,000.00	8,000.00
BR11-00575	40-5811-1-692-6-013-081-7100	CONTRACT SERVICES	29,101.00	.00
	40-6120-1-644-6-013-092-7100	SITE (CNTRCT SRV)	1,000,000.00	.00
	40-6120-1-645-6-013-081-7100	SITE (CNTRCT SRV)	484,117.00	.00
	40-6120-1-647-6-013-000-7100	SITE (CNTRCT SRV)	291,264.00	.00
	40-6120-1-692-6-013-081-7100	SITE (CNTRCT SRV)	2,079,176.00	.00
	40-6122-1-647-6-013-000-7100	SITE (BIDS/ADS)	500.00	.00
	40-6126-1-692-6-013-081-7100	SITE (ARCHITECT FEES)	49,565.00	.00
	40-6220-1-692-6-013-081-7100	BLDG (CNTRCT SRV)	1,294,741.00	.00
	40-6221-1-647-6-013-000-7100	BLDG (PLAN CHECK)	1,776.00	.00
	40-6221-1-692-6-013-081-7100	BLDG (PLAN CHECK)	24,392.00	.00
	40-6222-1-647-6-013-000-7100	BLDG (BIDS/ADS)	6,000.00	.00
	40-6224-1-647-6-013-000-7100	BLDG (INSPECTION)	13,980.00	.00
	40-6224-1-692-6-013-081-7100	BLDG (INSPECTION)	24,873.00	.00
	40-6225-1-692-6-013-081-7100	BLDG (ENGINEERING)	6,183.00	.00
	40-6226-1-647-6-013-000-7100	BLDG (ARCHITECT)	30,000.00	.00
	40-6226-1-692-6-013-081-7100	BLDG (ARCHITECT)	4,214.00	.00
	40-6227-1-692-6-013-081-7100	BLDG (MATRL TEST)	2,158.00	.00
	40-6299-1-647-6-013-000-7100	BLDG (CONTINGNCY)	430,066.00	.00
	40-6299-1-692-6-013-081-7100	BLDG (CONTINGNCY)	3,500,000.00	.00
	40-6410-1-692-6-013-081-7100	NEW EQUIPMENT	55,982.00	.00
	40-6411-2-671-8-016-061-6780	NEW EQUIP TECHNOLOGY	63,523.00	.00
	40-6220-0-648-6-013-081-7100	BLDG (CNTRCT SRV)	.00	9,391,611.00
			9,391,611.00	9,391,611.00

Journal #	Account	Description	From	To
BR11-00576	01-1415-0-608-8-016-000-6625	HR NCLSRM FAC STI	500,000.00	.00
	01-2342-0-608-8-016-060-6625	NON-INSTR CLASS, OT	19.00	.00
	01-2383-0-608-8-016-060-6625	HR SHORTERM SAL	1,036.00	.00
	01-3320-0-608-8-016-060-6625	OASDI NINST CLSSF	65.00	.00
	01-3360-0-608-8-016-060-6625	MEDIC NINST EMPLY	15.00	.00
	01-3520-0-608-8-016-060-6625	UNEMP NINST STAFF	3.00	.00
	01-3620-0-608-8-016-060-6625	WCOMP NON-INSTRUCTIONAL	19.00	.00
	01-5153-0-608-8-016-000-6625	CONSULTANT	959,050.00	.00
	01-5810-0-608-8-016-060-6625	CONTRACT PRINTING	29.00	.00
	01-5811-0-608-8-016-060-6625	CONTRACT SERVICES	8,694.00	.00
	01-6410-0-608-8-016-000-6625	NEW EQUIPMENT	1,674,917.00	.00
	01-6411-0-608-8-016-000-6625	NEW EQUIP TECHNOLOGY	.00	35,458.00
	01-7390-0-608-8-016-000-7310	INTERFUND TRANSFERS OUT	.00	3,108,389.00
			3,143,847.00	3,143,847.00
BR11-00579	01-4344-0-000-1-025-000-6570	INSTR FEE-BASED SUPPLIES	21,333.00	.00
	01-4344-0-000-1-055-013-1011	INSTR FEE-BASED SUPPLIES	220.00	.00
	01-4580-0-000-1-025-000-6630	DUPL CHBACKS	3,238.00	.00
	01-5811-0-000-1-025-000-4900	CONTRACT SERVICES	39,800.00	.00
	01-4344-0-000-1-055-005-1002	INSTR FEE-BASED SUPPLIES	.00	16,393.00
	01-4344-0-000-1-055-011-0601	INSTR FEE-BASED SUPPLIES	.00	1,950.00
	01-4344-0-000-1-055-046-1004	INSTR FEE-BASED SUPPLIES	.00	3,010.00
	01-4584-0-000-1-055-000-6011	DUPL FEE-BASED	.00	3,238.00
	01-5174-0-000-1-055-084-6892	LECTURER/GUEST SPEAKER FEE-BAS	.00	40,000.00
			64,591.00	64,591.00
BR11-00580	01-4344-0-000-1-054-033-1230	INSTR FEE-BASED SUPPLIES	6,154.00	.00
	01-5814-0-000-1-054-033-1230	CONTR SVCS(FEE)	2,906.00	.00
	01-4344-0-000-1-025-000-6570	INSTR FEE-BASED SUPPLIES	.00	1,522.00
	01-4344-0-000-1-054-000-6011	INSTR FEE-BASED SUPPLIES	.00	950.00
	01-4344-0-000-1-054-033-1208	INSTR FEE-BASED SUPPLIES	.00	876.00
	01-4344-0-000-1-054-033-1230	INSTR FEE-BASED SUPPLIES	.00	1,025.00
	01-4344-0-000-1-054-033-1250	INSTR FEE-BASED SUPPLIES	.00	3,125.00
	01-4344-0-000-1-054-033-1251	INSTR FEE-BASED SUPPLIES	.00	1,562.00
			9,060.00	9,060.00
BR11-00581	01-4300-0-000-1-053-000-6011	INSTR SUPPLIES & MATERIALS	2,743.00	.00
	01-4300-0-000-1-053-087-6120	INSTR SUPPLIES & MATERIALS	3,500.00	.00
	01-5814-0-000-1-053-041-0602	CONTR SVCS(FEE)	250.00	.00
	01-5840-0-000-1-053-000-6011	POSTAGE	1,000.00	.00
	01-2383-0-000-1-053-087-6120	HR SHORTERM SAL	.00	3,000.00
	01-4584-0-000-1-053-087-6120	DUPL FEE-BASED	.00	54.00
	01-4600-0-000-1-053-000-6011	NON-INSTR SUPPLIES & MATERIALS	.00	1,748.00
	01-4600-0-000-1-053-041-0602	NON-INSTR SUPPLIES & MATERIALS	.00	250.00
	01-5812-0-000-1-053-041-0602	CONTRACT SVCS SOFTWARE LICENSI	.00	1,995.00
	01-5840-0-000-1-053-087-6120	POSTAGE	.00	246.00
	01-6410-0-000-1-053-041-0602	NEW EQUIPMENT	.00	200.00
			7,493.00	7,493.00
BR11-00582	01-4300-0-000-1-025-000-6630	INSTR SUPPLIES & MATERIALS	180,000.00	.00
	01-5591-0-000-1-025-000-6570	ELECTRICITY	.00	180,000.00
			180,000.00	180,000.00

Journal #	Account	Description	From	To
BR11-00584	96-5999-D-M01-4-036-000-0000	OPR EXP SRVS HOLDING	57,850.00	.00
	96-4600-D-M01-4-036-000-0000	NON-INSTR SUPPLIES & MATERIALS	.00	3,000.00
	96-5810-D-M01-4-036-000-0000	CONTRACT PRINTING	.00	10,000.00
	96-5811-D-M01-4-036-000-0000	CONTRACT SERVICES	.00	5,000.00
	96-5811-D-M11-4-036-000-0000	CONTRACT SERVICES	.00	550.00
	96-7600-D-M01-4-036-000-0000	OTHER PAYMENTS TO STUDENTS	.00	39,300.00
			57,850.00	57,850.00
BR11-00587	01-2141-1-024-4-035-075-6420	RG CLERIC SAL	2,000.00	.00
	01-3420-1-024-4-035-075-6420	BENS NINST CLSSF	5,978.00	.00
	01-3620-1-024-4-035-075-6420	WCOMP NON-INSTRUCTIONAL	149.00	.00
	01-4300-1-024-4-035-075-6420	INSTR SUPPLIES & MATERIALS	200.00	.00
	01-2383-1-024-4-035-075-6420	HR SHORTERM SAL	.00	1,560.00
	01-3210-1-024-4-035-075-6420	PERS INSTR STAFF	.00	1,781.00
	01-3310-1-024-4-035-075-6420	OASDI INSTR CLSSF	.00	1,177.00
	01-3320-1-024-4-035-075-6420	OASDI NINST CLSSF	.00	500.00
	01-3350-1-024-4-035-075-6420	MEDIC INSTR EMPLOY	.00	375.00
	01-3510-1-024-4-035-075-6420	UNEMP INSTR STAFF	.00	185.00
	01-3610-1-024-4-035-075-6420	WCOMP INSTRUCTIONAL	.00	400.00
	01-4580-1-024-4-035-075-6420	DUPL CHBACKS	.00	349.00
	01-5811-1-024-4-035-075-6420	CONTRACT SERVICES	.00	2,000.00
			8,327.00	8,327.00
BR11-00601	01-5811-0-000-4-070-046-1099	CONTRACT SERVICES	6,500.00	.00
	01-4300-0-000-4-070-084-1099	INSTR SUPPLIES & MATERIALS	.00	3,500.00
	01-5811-0-000-4-070-084-1004	CONTRACT SERVICES	.00	3,000.00
			6,500.00	6,500.00
BR11-00609	01-4300-0-000-1-057-006-6960	INSTR SUPPLIES & MATERIALS	6,200.00	.00
	01-6410-0-000-1-057-006-6960	NEW EQUIPMENT	.00	6,200.00
			6,200.00	6,200.00
BR11-00614	01-5814-0-000-1-030-000-6210	CONTR SVCS(FEE)	3,000.00	.00
	01-6410-0-000-1-030-000-6210	NEW EQUIPMENT	18,250.00	.00
	01-6410-0-000-1-030-072-6499	NEW EQUIPMENT	.00	21,250.00
			21,250.00	21,250.00
BR11-00626	01-4600-0-000-7-013-064-6720	NON-INSTR SUPPLIES & MATERIALS	1,000.00	.00
	01-5270-0-000-7-013-064-6720	CONFERENCE	1,500.00	.00
	01-5271-0-000-7-013-064-6720	DISTRICT EVENTS	250.00	.00
	01-5650-0-000-7-013-064-6720	EQUIPMENT REPAIR	500.00	.00
	01-5722-0-000-7-013-064-6720	MANDATORY ASSESSMENTS	30.00	.00
	01-5810-0-000-7-013-064-6720	CONTRACT PRINTING	647.00	.00
	01-5840-0-000-7-013-064-6720	POSTAGE	1,500.00	.00
	01-4200-0-000-7-013-064-6720	BOOKS/MAGAZINE & PERIODICALS	.00	58.00
	01-5811-0-000-7-013-064-6720	CONTRACT SERVICES	.00	5,000.00
	01-6411-0-000-7-013-064-6720	NEW EQUIP TECHNOLOGY	.00	369.00
			5,427.00	5,427.00
BR11-00629	01-4200-0-000-1-050-000-6011	BOOKS/MAGAZINE & PERIODICALS	850.00	.00
	01-4300-0-000-1-050-000-6011	INSTR SUPPLIES & MATERIALS	9,551.00	.00
	01-6410-0-000-1-050-012-0799	NEW EQUIPMENT	1,000.00	.00
	01-6411-0-000-1-050-000-6011	NEW EQUIP TECHNOLOGY	.00	8,901.00
	01-6412-0-000-1-050-012-0799	SOFTWARE	.00	2,500.00
			11,401.00	11,401.00

Journal #	Account	Description	From	To
BR11-00644	01-4200-0-000-7-015-000-6780	BOOKS/MAGAZINE & PERIODICALS	700.00	.00
	01-4212-0-000-7-015-000-6780	SOFTWARE (UNDER \$200)	600.00	.00
	01-4600-0-000-7-015-000-6780	NON-INSTR SUPPLIES & MATERIALS	2,500.00	.00
	01-5269-0-000-7-015-000-6780	MILEAGE	500.00	.00
	01-5270-0-000-7-015-000-6780	CONFERENCE	18,350.00	.00
	01-5374-0-000-7-015-000-6780	MEMBERSHIPS	400.00	.00
	01-5812-0-000-7-015-000-6780	CONTRACT SVCS SOFTWARE LICENSI	2,000.00	.00
	01-6412-0-000-7-015-000-6780	SOFTWARE	14,069.00	.00
	01-5811-0-000-7-015-000-6780	CONTRACT SERVICES	.00	30,000.00
	01-6410-0-000-7-015-000-6780	NEW EQUIPMENT	.00	9,119.00
			39,119.00	39,119.00
BR11-00646	01-5153-0-000-7-015-000-6780	CONSULTANT	9,568.00	.00
	01-6410-0-000-7-015-000-6780	NEW EQUIPMENT	.00	9,568.00
			9,568.00	9,568.00
BR11-00647	40-6229-0-000-7-013-099-7100	Reserve for Basic Aid Project	320,000.00	.00
	40-5811-0-000-7-013-000-7100	CONTRACT SERVICES	.00	320,000.00
			320,000.00	320,000.00
BR11-00663	01-2383-1-223-4-080-093-6340	HR SHORTTERM SAL	394.00	.00
	01-3220-1-223-4-080-093-6630	PERS NON-INSTR STAFF	4,743.00	.00
	01-3320-1-223-4-080-093-6630	OASDI NINST CLSSF	2,747.00	.00
	01-3360-1-223-4-080-093-6630	MEDIC NINST EMPLY	642.00	.00
	01-3520-1-223-4-080-093-6630	UNEMP NINST STAFF	319.00	.00
	01-3620-1-223-4-080-093-6630	WCOMP NON-INSTRUCTIONAL	333.00	.00
	01-3620-1-223-4-080-093-6630	WCOMP NON-INSTRUCTIONAL	433.00	.00
	01-4300-1-223-4-080-093-6630	INSTR SUPPLIES & MATERIALS	16.00	.00
	01-5810-1-223-4-080-093-6310	CONTRACT PRINTING	433.00	.00
	01-5900-1-223-4-080-093-6340	GRANTS/ALLOCATION	1,538.00	.00
	01-1414-1-223-4-080-093-6310	HR NCLSRM FAC SUM	.00	1,335.00
	01-1415-1-223-4-080-093-6310	HR NCLSRM FAC STI	.00	5,900.00
	01-1415-1-223-4-080-093-6340	HR NCLSRM FAC STI	.00	2,100.00
	01-3120-1-223-4-080-093-6310	STRS NON-INSTR STAFF	.00	719.00
	01-3120-1-223-4-080-093-6340	STRS NON-INSTR STAFF	.00	206.00
	01-3320-1-223-4-080-093-6340	OASDI NINST CLSSF	.00	720.00
	01-3360-1-223-4-080-093-6340	MEDIC NINST EMPLY	.00	205.00
	01-3520-1-223-4-080-093-6340	UNEMP NINST STAFF	.00	117.00
	01-3620-1-223-4-080-093-6340	WCOMP NON-INSTRUCTIONAL	.00	280.00
	01-4580-1-223-4-080-093-6310	DUPL CHBACKS	.00	16.00
			11,598.00	11,598.00
BR11-00665	01-2141-0-000-7-014-090-6730	RG CLERIC SAL	61,000.00	.00
	01-5374-0-000-7-014-090-6730	MEMBERSHIPS	500.00	.00
	01-5269-0-000-7-014-090-6730	MILEAGE	1,000.00	.00
	01-5270-0-000-7-014-090-6730	CONFERENCE	1,000.00	.00
	01-6999-0-000-7-013-099-6610	CAPITAL OUTLAY HOLDING	2,700.00	.00
	01-2342-0-000-7-014-090-6730	NON-INSTR CLASS, OT	.00	5,000.00
	01-2346-0-000-7-014-090-6730	NON-INSTR CL SUB	.00	50,000.00
	01-2383-0-000-7-014-090-6730	HR SHORTTERM SAL	.00	6,000.00
	01-6410-0-000-7-014-090-6730	NEW EQUIPMENT	.00	5,200.00
			66,200.00	66,200.00

Journal #	Account	Description	From	To
BR11-00671	01-2141-1-291-1-054-033-1230	RG CLERIC SAL	18,860.00	.00
	01-2151-1-291-1-054-033-1230	RG TECH SAL	12,000.00	.00
	01-3610-1-291-1-054-033-1230	WCOMP INSTRUCTIONAL	504.00	.00
	01-1313-1-291-1-054-033-1230	HR CLSSRM FAC PT	.00	10,001.00
	01-2342-1-291-1-054-033-1230	NON-INSTR CLASS, OT	.00	4,693.00
	01-2453-1-291-1-054-033-1230	INSTR CL HOURLY	.00	4,166.00
	01-3320-1-291-1-054-033-1230	OASDI NINST CLSSF	.00	324.00
	01-3360-1-291-1-054-033-1230	MEDIC NINST EMPLOY	.00	60.00
	01-3520-1-291-1-054-033-1230	UNEMP NINST STAFF	.00	50.00
	01-3620-1-291-1-054-033-1230	WCOMP NON-INSTRUCTIONAL	.00	70.00
	01-6410-1-291-1-054-033-1230	NEW EQUIPMENT	.00	12,000.00
			31,364.00	31,364.00
BR11-00673	01-2141-1-021-1-026-000-6460	RG CLERIC SAL	9,894.00	.00
	01-1414-1-021-1-026-000-6460	HR NCLSRM FAC SUM	.00	9,894.00
			9,894.00	9,894.00
BR11-00674	01-4344-0-000-1-051-065-6499	INSTR FEE-BASED SUPPLIES	1,453.00	.00
	01-4344-0-000-1-051-066-6470	INSTR FEE-BASED SUPPLIES	4,899.00	.00
	01-4600-0-000-1-051-065-6499	NON-INSTR SUPPLIES & MATERIALS	2,300.00	.00
	01-5811-0-000-1-051-065-6499	CONTRACT SERVICES	786.00	.00
	01-5811-0-000-1-051-066-6470	CONTRACT SERVICES	499.00	.00
	01-5812-0-000-1-051-066-6470	CONTRACT SVCS SOFTWARE LICENSI	665.00	.00
	01-4200-0-000-1-051-065-6499	BOOKS/MAGAZINE & PERIODICALS	.00	2,900.00
	01-5830-0-000-1-051-065-6499	ADVERTISING	.00	3,298.00
	01-6411-0-000-1-051-065-6499	NEW EQUIP TECHNOLOGY	.00	4,404.00
			10,602.00	10,602.00
BR11-00693	01-5270-0-000-1-020-000-6620	CONFERENCE	5,350.00	.00
	01-4200-0-000-1-023-000-6750	BOOKS/MAGAZINE & PERIODICALS	.00	2,100.00
	01-5812-0-000-1-023-000-6750	CONTRACT SVCS SOFTWARE LICENSI	.00	3,250.00
			5,350.00	5,350.00
BR11-00701	96-5271-D-M15-4-036-000-0000	DISTRICT EVENTS	1,000.00	.00
	96-5999-D-M01-4-036-000-0000	OPR EXP SRVS HOLDING	18,811.00	.00
	96-4600-D-M15-4-036-000-0000	NON-INSTR SUPPLIES & MATERIALS	.00	350.00
	96-5173-D-M01-4-036-000-0000	LECTURER/GUEST SPEAKER	.00	500.00
	96-5811-D-M15-4-036-000-0000	CONTRACT SERVICES	.00	650.00
	96-5811-D-M22-4-036-000-0000	CONTRACT SERVICES	.00	13,295.00
	96-6300-D-M01-4-036-000-0000	LIBRARY BOOKS	.00	5,016.00
			19,811.00	19,811.00
BR11-00709	01-5999-1-050-4-034-089-6950	OPR EXP SRVS HOLDING	2,979.00	.00
	01-5999-2-050-4-034-089-6950	OPR EXP SRVS HOLDING	14,393.00	.00
	01-6410-2-050-4-034-089-6950	NEW EQUIPMENT	3,317.00	.00
	01-5811-2-050-4-034-089-6950	CONTRACT SERVICES	.00	17,710.00
	01-6411-1-050-4-034-089-6950	NEW EQUIP TECHNOLOGY	.00	2,979.00
			20,689.00	20,689.00
			13,996,352.00	13,996,352.00

Recommended for Ratification

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

Saddleback College

Journal Number

BR11-00510	BR11-00551	BR11-00596	BR11-00636	BR11-00680
BR11-00515	BR11-00552	BR11-00597	BR11-00637	BR11-00681
BR11-00516	BR11-00553	BR11-00598	BR11-00638	BR11-00682
BR11-00517	BR11-00554	BR11-00599	BR11-00639	BR11-00683
BR11-00518	BR11-00563	BR11-00600	BR11-00651	BR11-00684
BR11-00519	BR11-00564	BR11-00605	BR11-00652	BR11-00685
BR11-00520	BR11-00566	BR11-00606	BR11-00653	BR11-00686
BR11-00521	BR11-00567	BR11-00607	BR11-00654	BR11-00687
BR11-00522	BR11-00569	BR11-00608	BR11-00655	BR11-00688
BR11-00526	BR11-00570	BR11-00610	BR11-00656	BR11-00689
BR11-00527	BR11-00571	BR11-00611	BR11-00657	BR11-00690
BR11-00528	BR11-00572	BR11-00612	BR11-00658	BR11-00691
BR11-00532	BR11-00573	BR11-00613	BR11-00659	BR11-00692
BR11-00533	BR11-00574	BR11-00615	BR11-00660	BR11-00694
BR11-00534	BR11-00577	BR11-00616	BR11-00661	BR11-00695
BR11-00536	BR11-00578	BR11-00617	BR11-00664	BR11-00696
BR11-00539	BR11-00585	BR11-00618	BR11-00666	BR11-00698
BR11-00540	BR11-00586	BR11-00619	BR11-00667	BR11-00699
BR11-00541	BR11-00588	BR11-00620	BR11-00668	BR11-00700
BR11-00542	BR11-00589	BR11-00627	BR11-00670	BR11-00702
BR11-00543	BR11-00592	BR11-00628	BR11-00672	BR11-00703
BR11-00544	BR11-00593	BR11-00633	BR11-00675	BR11-00704
BR11-00545	BR11-00594	BR11-00634	BR11-00678	BR11-00705
BR11-00547	BR11-00595	BR11-00635	BR11-00679	BR11-00706

Irvine Valley College

Journal Number

BR11-00512	BR11-00583	BR11-00623	BR11-00641	BR11-00676
BR11-00525	BR11-00590	BR11-00624	BR11-00643	BR11-00677
BR11-00537	BR11-00591	BR11-00625	BR11-00645	BR11-00697
BR11-00538	BR11-00602	BR11-00630	BR11-00648	BR11-00708
BR11-00555	BR11-00603	BR11-00631	BR11-00649	BR11-00710
BR11-00558	BR11-00621	BR11-00632	BR11-00650	BR11-00711
BR11-00559	BR11-00622	BR11-00640	BR11-00662	BR11-00712

District

Journal Number

BR11-00513	BR11-00546	BR11-00604	BR11-00642	BR11-00707
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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**ITEM: 5.13**
DATE: 4/25/11

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 11-08 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:

College Work Study Allocation for Irvine Valley College	-\$30,924
C.A.C.T Workforce Development Allocation for Irvine Valley College at ATEP	\$52,589
Matriculation - Credit Program at Saddleback College	\$4,105
Matriculation - Credit Program at Irvine Valley College	\$2,444
Matriculation - Noncredit Program at Saddleback College	\$221
Matriculation - Noncredit Program at Irvine Valley College	\$221
Financial Aid Administrative Allowance at Irvine Valley College	\$19,277
Foster & Kinship Care Education Allocation at Saddleback College	\$3,500

Total Increase to the General Fund	<u>\$51,433</u>
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Total Budget Amendment	<u>\$51,433</u>
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RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 11-08 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 11-08

April 25, 2011

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$48,433 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	8120	FEDERAL REVENUE	-\$30,924
01	8150	FEDERAL REVENUE	\$19,277
01	8629	STATE REVENUE	\$6,991
01	8690	STATE REVENUE	\$3,500
01	8890	LOCAL REVENUE	\$52,589
			<hr/>
			\$51,433

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	\$0
01	2000	CLASSIFIED SALARIES	-\$26,819
01	3000	FRINGE BENEFITS	\$0
01	4000	BOOKS AND SUPPLIES	\$1,686
01	5000	OTHER OPERATING EXPENSES & SERVICES	\$76,566
01	6000	CAPITAL OUTLAY	\$0
01	7000	OTHER OUTGO	\$0
			<hr/>
			\$51,433

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 11-08

April 25, 2011

BUDGET AMENDMENT EXPENDITURE DETAIL

College Work Study Allocation for Irvine Valley College

INCOME

01-	8120-	2-004-4-026-083-6460	CWS ALLOCATION AT Irvine Valley	<u>-\$30,924</u>
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EXPENDITURE

01-	2383-	2-004-4-026-083-6460	HR SHORT-TERM (NON-INSTR)	<u>-\$30,924</u>
				<u>-\$30,924</u>

C.A.C.T Workforce Development Allocation for Irvine Valley College at ATEP

INCOME

01-	8890-	1-010-4-080-093-6820	CACT ALLOCATION AT IRVINE VALLEY AT ATEP	\$31,746
01-	8890-	1-010-4-080-093-6840	CACT ALLOCATION AT IRVINE VALLEY AT ATEP	<u>\$20,843</u>
				<u>\$52,589</u>

EXPENDITURE

01-	5999-	1-010-4-080-093-6820	ALLOCATED BUT NOT DISTRIBUTED	<u>\$52,589</u>
				<u>\$52,589</u>

Matriculation - Credit Program at Saddleback College

INCOME

01-	8629-	1-030-1-051-096-6320	MATRICULATION-CREDIT AT SADDLEBACK	<u>\$4,105</u>
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EXPENDITURE

01-	2346-	1-030-1-051-096-6320	NON-INSTR CL, SUB	<u>\$4,105</u>
				<u>\$4,105</u>

Matriculation - Credit Program at Irvine Valley College

INCOME

01-	8629-	1-030-4-024-000-6320	MATRICULATION-CREDIT AT IRVINE VALLEY	<u>\$2,444</u>
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EXPENDITURE

01-	4600-	1-030-4-024-000-6320	NON-INSTR SUPPLIES & MATERIALS	\$1,244
01-	5821-	1-030-4-024-000-6320	GENERAL FEE/FEE ALLOWANCES	<u>\$1,200</u>
				<u>\$2,444</u>

Matriculation - Noncredit Program at Saddleback College

INCOME

01-	8629-	1-031-1-051-000-6320	MATRICULATION-NONCREDIT AT SADDLEBACK	<u>\$221</u>
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EXPENDITURE

01-	4600-	1-031-1-051-000-6320	GENERAL FEE/FEE ALLOWANCES	<u>\$221</u>
				<u>\$221</u>

Matriculation - Noncredit Program at Irvine Valley College

INCOME

01-	8629-	1-031-4-024-000-6320	MATRICULATION-NONCREDIT AT IRVINE VALLEY	<u>\$221</u>
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EXPENDITURE

01-	4600-	1-031-4-073-074-6320	GENERAL FEE/FEE ALLOWANCES	<u>\$221</u>
				<u>\$221</u>

Financial Aid Administrative Allowance at Irvine Valley College

INCOME

01-	8150-	1-040-4-026-083-6460	FINANCIAL ADMIN ALLOWANCE AT IRVINE VALLEY	<u>\$19,277</u>
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EXPENDITURE

01-	5825-	1-040-4-026-083-6460	OTHER OPERATING EXPENSES & SVC	<u>\$19,277</u>
				<u>\$19,277</u>

Foster & Kinship Care Education Allocation at Saddleback College

INCOME

01-	8690-	1-069-1-058-036-1305	FKCE ALLOCATION AT SADDLEBACK	<u>\$3,500</u>
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EXPENDITURE

01-	5153-	1-069-1-058-036-1305	CONSULTANT	\$3,627
01-	5891-	1-069-1-058-036-1305	INDIRECT CHARGES	<u>-\$127</u>
				<u>\$3,500</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 11-08

April 25, 2011

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, Gary L. Poertner, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on April 25, 2011.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of April, 2011.

Gary L. Poertner
Secretary to the Board of Trustees

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Gifts to the District and Foundations
ACTION: Approval

BACKGROUND

Pursuant to the California Education Code Section 72241 and Board Policy 3300, the Board of Trustees "receives and administers gifts to the District." The division/school or office within the college receiving the donated item reviews all gifts.

STATUS

The gifts listed on EXHIBIT A have been reviewed by the appropriate district and college officials and have been determined to be of benefit to the receiving location.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the donation(s) to the District and/or the Foundations listed on EXHIBIT A and further direct that its appreciation be appropriately conveyed to the donor(s).

DONATIONS
April 25, 2011**SADDLEBACK COLLEGE**

Gift	Donated By:
Camera Equipment	Doug Nash 32906 Descanso San Juan Capistrano, California 92675
Wood Samples, Color Chip and Plumbing Catalog	Casaverde Corp./Transformations 34450 Via Verde Capistrano Beach, California 92624
Fabric	Magda Richer 3435 Calle La Veda San Clemente, California
110 Drawing and Printmaking Books	William Riley 26757 Calle Maria Capistrano Beach, California 92624
2011 Kia Sorento	Kia Motors America, Inc. 111 Peters Canyon Road Irvine, California 92606
2003 Ford-Modular Ambulance	Orange County Fire Authority 1 Fire Authority Road Irvine, California

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: March/April 2011 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: Subaward agreements, for contracts involving bid limits the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$78,900 for equipment, supplies and maintenance projects. During March/April 2011, 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**

gkkworks Consultant Services Agreement - Planning services for the Five Year Plan priority list and assist the District in resubmitting an Initial Project Proposal for Irvine Valley College and prepare a new Initial Project Proposal for Saddleback College to the State Chancellor's office.	\$96,700.00
Education To Go Online Enrollment and Payment Services Agreement – Online class vendor to serve as payment processor for Irvine Valley College.	\$50,000 to \$60,000
Southern California Edison Savings By Design Program Agreement - Provide design assistance in energy efficient equipment or systems and financial incentive, by way of incentive rates and/or incentive caps, for energy efficiency.	\$41,168.00
Accuvant Information Security Police Development Agreement- Address PCI compliance and satisfy ISO 27002 security standards.	\$30,600.00
College Brain Trust Contract - Develop a District Strategic Plan.	\$29,700.00

Six Ten and Associates
Agreement - Mandate Reimbursement claim preparation services.

West, A Thomson Reuter Business
Order Notification Agreement - Provide Westlaw Paralegal Primary Law and Analytical Library on Westlaw. \$13,681.90

Technology Integration Group
KACE Implementation and Configuration Agreement - Provide one week of onsite implementation and configuration services including establishing best practices and planning around deploying and utilizing the KACE 1000. \$13,500.00

QuickStart Intelligence
Quote - 3 day training course for IT staff at the colleges and district. \$9,664.50

Daniel J. Pothen
Consultant Agreement - Participate in H.I.T. program and course development at Saddleback College. \$6,000.00

Kathryn McMiller
Consultant Agreement - Participate in H.I.T. program and course development at Saddleback College. \$6,000.00

Periwinkle Entertainment Productions
Letter of Agreement - Performance at McKinney Theatre. \$5,500.00

PeopleAdmin
Statement of Work Agreement - Upgrade of software for Applicant Tracking Systems, Position Description Module and Performance Management Module for District Human Resources Department. \$5,000.00

Periwinkle Entertainment Productions
Letter of Agreement - Performance at McKinney Theatre at Saddleback College. \$4,500.00

MTI Production
Production Contract - Performance at McKinney Theatre at Saddleback College. \$4,350.00

Donovan Entertainment, Inc.
Performance Agreement - Event at McKinney Theatre, Saddleback College. \$4,000.00

McCallum Group, Inc.
Legislative Advocacy Agreement - Perform consulting and advocacy services.

\$2,800.00

Cindra J. Smith
Consultant Agreement – Facilitator for Board Self-Evaluation and Development.

\$1,679.63

Kogi Restaurant Group, LLC
Confirmation Agreement - Catering services at Saddleback College event.

\$1,210.00

Tams-Witmark Music Library
License Agreement - Musical show at McKinney Theatre at Saddleback College.

\$787.50

Authorized Repair Specialists
Preventative Maintenance Agreement – Maintenance services for equipment at Saddleback College.

\$479.20

Wohlers Associates
Consultant Agreement Amendment - Include travel expense allowance.

\$250.00

AND Productions Musical Contract
Contract - Multi-cultural event at Saddleback College.

\$0.00

East Los Angeles Doctors Hospital
Affiliation Agreement - Provide clinical-internship experiences for the students at Saddleback College.

\$0.00

AT&T
Authorization to Order Under State Contract through CALNET for telecommunication services.

\$0.00

County of Orange
Off-Campus Student Training Agreement - Provide training experience, devise methods for their implementation and evaluate the effectiveness of the training experience.

\$0.00

Camino Health Center
Affiliation Agreement to provide clinical-internship experiences for the students at Saddleback College.

\$0.00

ADCAMP, Inc.
Permit to Use Agreement – Renewal for advertising kiosks at Saddleback College.

Chapman Medical Center
Affiliation Agreement to provide clinical-internship
experiences for the students at Saddleback College.

\$0.00

Orange County Fire Authority
Agreement to Convey a Surplus Vehicle-Surplus vehicle
donated to Saddleback College.

\$0.00

North Orange County Community College District
Subgrantee Agreement Amendment #1-Extend deadline for
completion of work.

\$0.00

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: Irvine Valley College: WIA ITA Training Provider Agreement with the Santa Ana Workforce Investment Board

ACTION: Approval

BACKGROUND

Congress has enacted the "Workforce Investment Act of 1998" to provide workforce investment activities through a One-Stop Service Delivery System, increase employment retention and earnings, empower individuals through information and access to training resources through Individual Training Accounts (ITAs), reduce welfare dependency and increase accountability thereby improving the quality of the workforce and enhancing the productivity and competitiveness of the Nation. The Santa Ana Workforce Investment Board (SAWIB), as one of its many functions, serves the community and local industry through the administration of local funding disbursements made available through the Workforce Investment Act (WIA) of 1998.

STATUS

Irvine Valley College (IVC) seeks approval of the WIA ITA Training Provider Agreement between IVC and the SAWIB, as presented in Exhibit A. This Agreement will establish IVC's eligibility to receive WIA funding and the SAWIB will be authorized to disburse WIA ITA vouchers to IVC to pay for the tuition, fees, and books related to approved certificates and/or degrees.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the WIA ITA Training Provider Agreement between Irvine Valley College and the Santa Ana Workforce Investment Board.

**SANTA ANA WORKFORCE INVESTMENT BOARD
ELIGIBLE TRAINING PROVIDERS LIST
APPLICANT'S AGREEMENT**

THIS AGREEMENT, made and entered into with all APPLICANTS who apply for inclusion on the State of California's Eligible Training Providers List (ETPL) through the Santa Ana Workforce Investment Board (SAWIB), specifies the requirements of the APPLICANTS regarding **initial** and **subsequent eligibility** under the Workforce Investment Act, 1998 (WIA). This Agreement remains valid until such time as the APPLICANT is no longer on the ETPL. In order for the APPLICANT to receive referrals for the vocational training courses they offer, they must be approved and in good standing on the State's ETPL. APPLICANTS must provide competency based training conducted in an institutional setting which is designed to provide the WIA client with the technical information required to be hired and to perform a specific job or group of jobs.

SOCCCD/Irvine Valley College 's responsibilities:
(Name of Training Provider Organization)

- A. APPLICANT must submit one completed ETPL Training Provider Application Form and separate Program Application Forms for each program they are submitting for **initial** approval.
- B. APPLICANT must reapply to be considered for **subsequent** approval on the ETPL and agrees to provide the required performance and cost information data and to annually meet performance levels on specified performance measures as demonstrated using quarterly wage records. Minimum performance levels are to be determined by the Governor however the SAWIB may set higher levels.
- C. APPLICANT must be willing to provide Seed Data to the SAWIB, for **subsequent** ETPL eligibility determination. The SAWIB will supply Seed Data to the state for WIA clients who were enrolled in programs on the ETPL however, the APPLICANT must provide the SAWIB certain data elements on non-WIA clients enrolled in the same programs in order to determine if the programs meet the **subsequent** eligibility performance levels requirements. These data elements include social security numbers, age, ethnicity, etc. and whether the individual received a license, certificate, degree, etc. The State EDD office will use Seed Data to access the quarterly wage records and will calculate all of the performance measures required for **subsequent** eligibility. If a WIA client's employment is not reflected in the quarterly wage records, verifiable supplemental data may be presented. Supplemental data must be available for audit purposes.
- D. APPLICANT must provide a written explanation of how they will collect and report the data necessary for **subsequent** eligibility determination.
- E. APPLICANT understands that all performance data and data submitted on the ETPL application forms must be made available for data verification by the SAWIB or the State EDD office.
- F. APPLICANT must maintain all the relevant records utilized to support the data submitted on their ETPL application for audit or monitoring purposes by the SAWIB or the State EDD office.

- G. APPLICANT understands that to have their programs listed with only BPPVE registration, the SAWIB may make a site visit to verify the data that was submitted to BPPVE.
- H. APPLICANT shall have current course catalogs on file with the SAWIB and its designated One-Stop Service Center operator.
- I. APPLICANT agrees to immediately notify (within 10 working days) the SAWIB, in writing, of any changes in the information submitted above in item "A".
- J. APPLICANT agrees to accept WIA eligible referrals from the One-Stop Service Center on an individual referral basis.
- K. APPLICANT shall not accept nor enroll WIA participants who do not meet the APPLICANT's entrance requirements, which are to be the same general entrance requirements required of public students, and agrees to submit a written notification to the One-Stop Service Center's case manager stating the reason(s) for non-acceptance.
- L. APPLICANT agrees to assist the WIA client in applying for PELL Grants and any other funds that might be available to offset the cost to WIA and to work together with the WIA client's case manager to ensure all other funding sources are investigated and those funds obtained before submitting the Vendor Voucher to the One-Stop Service Center for payment.
- M. APPLICANT agrees to cross out sections of the student enrollment agreement that would hold WIA participant financially responsible for any training related expenses.
- N. Once accepted, APPLICANT agrees to enroll the WIA participant in the course stipulated on the Vendor Voucher and no other.
- O. APPLICANT agrees to invoice One-Stop Service Center, on a cost reimbursement basis, for third party testing (Microsoft, Novell, A+, etc.) and will provide a copy of the Pass/Fail results at that time.
- P. APPLICANT agrees to allow SAWIB, One-Stop Service Center, the State of California, the Department of Labor, the Controller General of the U.S., the WIA client and any of their duly authorized representatives access to all the records regarding the WIA client for monitoring purposes. The records include any books, documents, papers, files and computer data directly pertinent to the records of the participant. The right to records includes the right to make excerpts, transcripts and photocopies. The right also includes the right have reasonable and timely access to personnel for the purpose of interviews and discussions related to the records of the participant.
- Q. APPLICANT agrees to provide progress reports which indicate grades and test scores, as well as attendance reports, to the WIA client's case manager on a monthly basis.
- R. APPLICANT agrees to notify the WIA client's case manager **immediately** (within 5 working days) if the WIA client is absent for more than 3 days in a row, has sporadic attendance or drops out of school.
- S. APPLICANT agrees to provide a copy of the "reimbursement form" and issue a refund check to the "City of Santa Ana" for the number of unused training hours and any non-issued training/testing vouchers, books, tools, etc. due within 30 calendar days after the last day the WIA client attended school or the day the school was notified that the WIA client dropped. Said check to be mailed to the attention of the WIA Case Manager, 1000 E. Santa Ana Blvd., #200, Santa Ana, CA 92701.
- T. APPLICANT agrees to provide the WIA case manager a copy of the WIA client's Certificate of Completion or Diploma within 10 working days of the date of completion or graduation.
- U. APPLICANT agrees to provide the WIA client with the same level of job search/placement assistance as provided to the public students and to provide the WIA case manager with all the pertinent information regarding the placement of the WIA client within 5 working days of the WIA client's first day of employment. A WIA client has 90 days after completing training to get a job for the APPLICANT to get credit in the MIS system.

- V. APPLICANT agrees, for the term of this agreement, to obtain, at its sole cost, a policy of liability insurance or its equivalent to cover all enrolled students. Insurance must name the "City of Santa Ana" as insured or additional insured which provides coverage for both bodily injury and property damage for not less than \$1,000,000 combined single limit.
- W. APPLICANT agrees, for the term of this agreement, to obtain, at its sole cost, a policy of Workers Compensation to cover all of its employees. Insurance must name the "City of Santa Ana" as insured or additional insured which provides coverage for both bodily injury and property damage for not less than \$1,000,000 combined single limit.
- X. APPLICANT agrees to comply fully with the "nondiscrimination and equal opportunity provisions" of WIA and acknowledge the government's right to seek judicial enforcement of the nondiscrimination assurances.

Applicant Signature, Title

SAWIB Representative Signature, Title

Date

Date

Note: Data elements collection plan must be returned with this agreement (item D).



July 1, 2010

To: All Vocational Training Providers

From: Julie Castro-Cardenas, WIB Administration Office

RE: Policy Updates, Clarifications and Reminders

The purpose of this memo is to provide the Eligible Training Providers with policy updates and remind you of the existing ones:

a) **Private Post Secondary Training Institutions**

Tuition for eligible participants will be paid on the following performance based payment system by action taken by the Workforce Investment Board Executive Committee on June 29, 2010:

- 75% paid after proof of enrollment is received;
- 25% paid after proof of placement is received.

In order for training providers to receive the placement payment, trainees must be employed within **180 days** after completing the training course and provide certificate of completion.

The Vocational Training Institution Agreement (Vendor Voucher), item M states "Vendor agrees to provide the case manager a copy of the WIA participant's Certificate of Completion or Diploma within 10 working days of the date of completion or graduation."

Note: Payment for placement will not be made without Certificate of completion or diploma unless proof of student's withdrawal due to employment.

b) **Public Education Institutions**

Waiver-100% paid upon enrollment. This waiver to the payment policy was approved by the SAWIB at the March 12, 2010 board meeting and is valid 3/12/2010 through 6/30/2011.

- c) **New Performance Date Range Update** - The date range for determining placement performance now begins on July 1, 2010. Private post secondary training vendors are expected to maintain a 73% placement rate for each training program each fiscal year.

Santa Ana Workforce Investment Board

1000 E. Santa Ana Blvd., Suite 200, Santa Ana, CA 92701 (714) 565-2643 Fax (714) 565-2602



Placement is defined as entry into unsubsidized employment. If the placement rate for a training program is below 73% in a fiscal year, that training program will be placed on probation for the first quarter of the following fiscal year. During a probation, period the vendor will not receive Santa Ana WORK Center Individual Training Account (ITA) referrals (see Policy Bulletin SA25).

- d) **Third Party Testing Reimbursement (Policy Clarification)** - Under the Vocational Training Institution Agreement (located on reverse side of Vendor Voucher), item H states that, "Vendor agrees to invoice WORK Center, on a cost reimbursement basis, for third party testing and will provide copy of the pass/fail results within 30 days of taking the test."

To further clarify:

1. Schools will be reimbursed only after providing copy of test pass/fail results to the WORK Center case manager; and
2. ONLY THREE vouchers will be allowed per client for the same test/exam; and
3. Vouchers are only good for computer related programs testing (i.e. Microsoft/A+); and
4. All vouchers shall be pre-approved during ETPL application process.

- e) **Crossing Out of Sections (Policy Reminder)** - The Vocational Training Institution Agreement (Vendor Voucher), item F, states that "Vendor agrees to cross out sections of the student enrollment agreement that would hold WIA participant financially responsible for any training related expenses." The training provider needs to be cognizant of this policy when enrolling students from the Santa Ana WORK Center.

ACTION REQUIRED: Each school is required to sign and return a copy of this memo which will be put in their ETPL file. This memo should be shared with all staff at the vocational training provider's facility who work with students from the Santa Ana WORK Center.

Please return signed copies of this letter to: Julie Castro-Cardenas, Santa Ana WIB, 1000 E. Santa Ana Blvd. #200, Santa Ana, CA 92701

I have received this memo and am aware of the policies and requirements implemented by the Santa Ana Workforce Investment Board/Santa Ana WORK Center.

Vocational Training School Name: SOCCCD/Irvine Valley

Name (please print): Glenn Roquemore Title: President

Signature: _____ Date: _____

IVC
IRVINE VALLEY COLLEGE
ADVANCED TECHNOLOGY & EDUCATION PARK
CAREER TECHNICAL EDUCATION & WORKFORCE DEVELOPMENT
15445 Lansdowne Road • Tustin, CA 92782-0223
www.ivc.edu/CareerEd • 949/451-5224

March 31, 2011

Ms. Julie Castro-Cardenas
Santa Ana Workforce Investment Board
1000 E. Santa Ana Blvd.
Suite 200
Santa Ana, CA 92701

RE: ETPL Applicant's Agreement, Item D

Dear Ms. Castro-Cardenas

As a public education institution we collect and maintain data on all students enrolled in our programs. In addition to basic demographics (e.g. ethnicity, age) we also maintain completion data on our students.

Under the federal Family Educational Rights and Privacy Act (FERPA), public education institutions are restricted in the types of data that can be collected or shared. To maintain FERPA compliance we do not dispense any personally identifiable information including social security or student identification numbers.

Please feel free to contact me if you have any questions or concerns.

Sincerely

David Gatewood, PhD
Dean, Career Technical Education & Workforce Development

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment, and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 - 19211).

(Before completing certification, read instructions which are an integral part of the certification)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

David Bugay

Name of Authorized Representative

Acting Vice Chancellor,
Business Services

Title

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but it is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

05/24/00



**AMERICANS WITH DISABILITY ACT (ADA)
AND
EQUAL OPPORTUNITY (EO) LAW**

- I. Is there a minimum of 2 designated disabled parking slots?
Per Dept. of Rehab Sect. 504 YES ☐ NO ☐
- II. Are parking slot occupants able to reach the building's entrance for the disabled without having to go behind any other cars, or any other barriers (curb, sidewalks, etc.)?
Per Dept. of Rehab. Sect. 504 YES ☐ NO ☐
- III. Is there a front door labeled with the international wheelchair access sign?
Per Dept. of Rehab. Sect. 504 YES ☐ NO ☐
- IV. Is the labeled entrance's threshold not higher than ½ inch to allow for wheelchair access? *Per Dept. of Rehab. Sect. 504* YES ☐ NO ☐
- V. Is the door-handle to the labeled wheelchair entrance door, a lever handle (not a round doorknob)?
Per Dept. of Rehab. Sect. 504 YES ☐ NO ☐
- VI. If any services are available on second floor, does the building have an elevator?
Per Dept. of Rehab. Section 504 YES ☐ NO ☐ NA ☐
- VII. Does the classroom, working area, and break-room have enough room to maneuver a wheelchair and/or crutches?
Per Dept. of Rehab. Sect. 504 YES ☐ NO ☐
- VIII. Does the *school catalog / employee manual*, contain the organization's Grievance Policy? *Per CFR Title 20, 29, 41* YES ☐ NO ☐
- IX. Is Grievance Procedure and contact person made available in writing to the participant on first day of attendance?
Per CFR Title 20,29,41 YES ☐ NO ☐

- X. If serving any Limited English individuals is the grievance procedure and procedures available in their language?
Per CFR Title 20,29,41 YES ☐ NO ☐ NA ☐
- XI. Is assessment used in a non-discriminatory way? (used to determine suitability for training and/or employment based on industry recognized required skills)?
Per CFR Title 20,29,41 YES ☐ NO ☐
- XII. Is there at least one internationally labeled accessible restroom for the disabled?
Per Dept. of Rehab. Sect. 504 YES ☐ NO ☐
- XIII. Does toilet stall for the disabled have bars on each side of wall?
Per Dept. of Rehab. Sect. 504 YES ☐ NO ☐
- XIV. Is there a telephone reasonably accessible to handicap individuals?
Per Dept. of Rehab. Sect. 504 YES ☐ NO ☐
- XV. Is there a water fountain reasonably accessible to disabled individuals?
Per Dept. of Rehab. Sect. 504 YES ☐ NO ☐
- XVI. Are auxiliary (supplementary) aides available when requested by the individual?
Per CFR Title 20,29,41 YES ☐ NO ☐
- XVII. Do all contracts and agreements signed by the individual contain *Employer Equal opportunity employer* language?
CFR Title 20,29,41 YES ☐ NO ☐

I certify that I have validated all responses:

W/O/R/K Center Staff

Date

Service Provider Information:

Gwen
First Name

Plano
Last Name

Service Provider Signature

Date

5500 Irvine Center Dr. Irvine, CA 92604
Business Address

(949) 451-5214
Business Phone Number

Certification Regarding
the
Americans with Disabilities Act

This certification is required by the regulation 101-336 (42 U.S.C. §12101) enforced through the Department of Rehabilitation and mandated by the Governor of California. ADA has been in effect since 1990, with the mission to provide equal protection to individuals with disabilities in the public and private sector services, transportation, communications and employment.

I hereby certify that the following statement is correct and honestly states that our program facility is in compliance with the Americans Act with Disabilities (ADA). I understand that Title I – V of the Act also applies to Workforce Investment Act (WIA) participants entering training under the Workforce Investment Board / Youth Council funding.

Service Provider Signature

Date

Glenn

Print First Name

Roquemore

Print Last Name

Irvine Valley College

Organization Name

5500 Irvine Center Dr. Irvine, CA 92604

Organization Address

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
South Orange County Community College District (SOCCCD)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☒ Other (see instructions) ▶ **Public School (Community College)**

Address (number, street, and apt. or suite no.)
28000 Marquerite Parkway

City, state, and ZIP code
Mission Viejo, CA 92692

Requester's name and address (optional)

List account number(s) here (optional)

☒ Exempt payee

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

Employer identification number

9	5	-	2	4	7	9	8	7	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Irvine Valley College
5500 Irvine Center Drive, Irvine, CA 92618
(949) 451-5100

State Provider ID #: 2536

Provider Contact: David Gatewood

Insurance due dates: Workers Comp: 3/15/2011 General Liability:

The Santa Ana W/O/R/K Center and you, the training provider, agree to the following Program Price Sheet for the programs approved for the Glendale & Santa Ana site.

Program Name	O-Net Code	Program ETPL Code	Prgm. Hours	Reg Fee	Tuition	Books	Tools/Supplies	Uniform	Testing Voucher Fee	Job Dev. Fee	Total
Accounting Certificates											
Accounting, CoA	43-3031.00	52030112300000	357	141.00	559.00	833.00					1533.00
Computerized Accounting, CoP	43-3031.00	52030212300000	117	141.00	195.00	312.00					648.00
Financial Accounting, CoP	43-3031.00	52030412300000	133	141.00	208.00	283.00					632.00
Financial/Mgrl Accounting, CoP	43-3051.00	52030412300100	200	141.00	312.00	293.00					746.00
Income Tax CoP	13-2082.00	52039912300100	100	141.00	156.00	340.00					637.00
Payroll CoP	43-3051.00	52039912300000	183	141.00	286.00	179.00					606.00
Administration of Justice											
Law Enforcement, CoA	33-3051.00 33-3021.01 33-3012.00 33-9032.00	43010712300000	449	141.00	702.00	1265.00					2108.00
Supervision, CoA	33-3051.00 33-3021.01 33-3012.00 33-9032.00	43010712300100		141.00	702.00	1247.00					2090.00
Computer Information Mgmt											
2D Animation	27-1014.00	10030412300100	175	141.00	273.00	97.00					511.00
Admin. Asst./Word Processing, CoA	43-9021.00 43-6011.00	52040812300000		141.00	468.00	434.00					1043.00
Desktop Publishing, CoA	43-9031.00	10030312300100	374	141.00	585.00	664.00					1390.00
Digital Graphic Applications, CoP	27-1014.00	10030412300000	249	141.00	299.00	311.00					751.00
Digital Media Technologies, CoA	43-9031.00	10030312300000	449	141.00	702.00	665.00					1508.00
Digital Phtography, CoP	27-4021.00	50060512300000	166	141.00	260.00	218.00					619.00
Digital Publishing, CoP	43-9031.00	10030312300200	192	141.00	299.00	336.00					776.00
Local Area Networks/Cisco, CoA	15-1071.00 15-1081.00	11100212300000	424	141.00	754.00	766.00					1661.00

Irvine Valley College
5500 Irvine Center Drive, Irvine, CA 92618
(949) 451-5100

State Provider ID #: 2536

Provider Contact: David Gatewood

Insurance due dates: Workers Comp: 3/15/2011 General Liability:

The Santa Ana W/O/R/K Center and you, the training provider, agree to the following Program Price Sheet for the programs approved for the Glendale & Santa Ana site.

Microcomputer Application, CoA	43-6011.00 43-9021.00	52040812300100	357	141.00	559.00	671.00					1371.00
Multimedia Design, CoP	27-1014.00	11080112300200	266	141.00	416.00	177.00					734.00
Spreadsheets, CoP	43-3031.00 43-3051.00	52040812300200	283	141.00	429.00	656.00					1226.00
Web Authoring, CoA	15-1099.00	11080112300000	366	141.00	572.00	509.00					1222.00
Web Page Authoring, CoP	15-1099.00 27-1024.00	11080112300100	208	141.00	325.00	369.00					835.00
Computer Science											
Computer Languages, CoA	15-1020.00 15-1061.00	11020112300000	465	141.00	728.00	1086.00					1955.00
Dance											
Commercial Dance, CoA	27-2031.00 27-2032.00	50030112300100	481	141.00	754.00	367.00					1262.00
Dance Technique, CoP	27-2031.00 27-2032.00	50030112300000	282	141.00	442.00	299.00					882.00
Design Model Making											
Design Model Making & Rapid Proto, CoA	27-1021.00	15130212300000	407	141.00	637.00	214.00					992.00
Digital Media Art											
Digital Media Art, CoA	27-1024.00	50040912300000	399	141.00	624.00	601.00					1366.00
Drafting											
Drafting Technology, CoA	17-3011.00 17-3013.00	15130212300100	399	141.00	624.00	482.00					1247.00
Electronics											
Electronic Technology, CoA	17-3023.00 49-2093.00 49-9062.00	47010112300000	465	188.00	728.00	1008.00					1924.00
Electronics Aide, CoP	17-3023.00 49-2093.00 49-9062.00	47010112300100	266	188.00	416.00	586.00					1190.00

Grade Grievance Policy and Procedure

By law, the instructor is solely responsible for the grades assigned; no instructor may be directed to change a grade except in certain narrow circumstances authorized by the California Education Code, Section 76224 (a).

When grades are given for any course of instruction taught in a community college district, the grade given to each student shall be the grade determined by the instructor of the course and the determination of the student's grade by the instructor, in the absence of mistake, fraud, bad faith, or incompetency, shall be final.

The District's grade grievance policy (Board Policy 5505) outlines the procedures for challenging grades given in any course of instruction offered in the District.

CONTACT INFORMATION

Board policies are accessible online at the South Orange County Community College District website: www.socccd.edu/board/boardpolicies.asp

Grievance forms are available online at www.ivc.edu/policies/pages/grade grievance.aspx

For further information about the Grade Grievance Policy and the appeal process, students should first contact the dean of the instructional area for the class. If students wish further assistance, they may contact the following individuals:

Elizabeth L. Cipres, EdD
Dean of Counseling Services
Room SC 210 I • (949) 451-5410

Gwendolyn M. Plano, EdD
Vice President of Student Services
Room SC 220D • (949) 451-5214

Craig Justice, PhD
Vice President of Instruction
Room A 119 • (949) 451-5212

DEFINITION OF TERMS

Mistake: An unintentional act, omission or error by the instructor or the college.

Fraud: A deception deliberately practiced in order to secure unfair or unlawful gain.

Bad Faith: An intent to deceive or to act in a manner contrary to law and/or a grade assigned in violation of the protections described in California Education Code and Title 5, California Code of Regulations, guaranteeing students' rights to participate in college programs free from discrimination and harassment. If it is determined that a grade was the result of discrimination or harassment, the grade may be changed as a remedy for the discrimination or harassment.

Incompetence: A lack of ability, legal qualification, or fitness to discharge a required duty.

INFORMAL RESOLUTION

Any student who believes he or she has a grade grievance should make a reasonable effort to resolve the matter on an informal basis with the faculty member who assigned the grade or that person's dean or designee prior to requesting a grievance hearing. If informal resolution of the problem is not possible, the student may elect to pursue a formal grievance.

Formal Grievance Process

A. Filing the Statement of Grievance Form

The first stage of the formal grievance process is completing and filing a written, signed Statement of Grievance form stating the basis for the grade grievance. The student must file the form with the appropriate dean or designee no later than 45 business days after the student knew or should have known of the grade in the course. The form must be filed whether or not the student has initiated efforts at informal resolution, if the student wishes the grievance to become official.

Students may obtain the Statement of Grievance form online at www.ivc.edu/policies/pages/grade grievance.aspx

B. Requesting a Grievance Hearing

The second stage of the formal grievance process is requesting and filing a Request for Grievance Hearing form. The student must file the request form with the appropriate dean or designee within 30 business days after filing the Statement of Grievance.

Students may obtain the Request for Grievance Hearing form online at www.ivc.edu/policies/pages/grade grievance.aspx.

The student may withdraw the written Statement of Grievance and/or Request for a Grievance Hearing at any time. The notice of withdrawal must be in writing and filed with the appropriate dean or designee.

C. The Grievance Hearing Panel

Within 15 business days following receipt of the Request for Grievance Hearing, the Grievance Hearing Panel meets to select a chair and determine on the basis of the Statement of Grievance whether there are sufficient grounds for a hearing. The panel consists of the appropriate dean or designee, a representative appointed by the Associated Student Government and a faculty member appointed by the Academic Senate. The panel's determination is regulated by specific requirements set forth in Board Policy 5505. These include but are not limited to whether the grievance is frivolous, without foundation, or filed for purposes of harassment, and whether it was filed by a duly enrolled student in a timely manner.

If the panel determines that the written Statement of Grievance does not meet the requirements as set forth in Board Policy 5505, the chair will notify the student

in writing within five days of the Hearing Panel decision that the Request for a Grievance Hearing has been rejected. The notice will include the specific reasons for the rejection of a hearing and the procedures for appeal.

If the panel determines that the written Statement of Grievance does meet each of the requirements, the chair will schedule a grievance hearing no later than 45 business days from the decision of the Hearing Panel. All parties to the grievance will be notified in writing by the chair of the date, time and location of the grievance hearing 10 business days prior to the grievance hearing

D. Hearing Procedures

The hearing will be closed and confidential. It will include the presentation of oral and written testimony relevant to the issues alleged in the grievance by each party. The burden shall be on the grievant to prove by a preponderance of the evidence that the facts alleged are true. Further details concerning the conduct of the hearing are described in Board Policy 5505.

E. Hearing Panel Decision

Within 15 business days following the close of the hearing, the Grievance Hearing Panel will prepare a written decision that includes specific factual findings regarding the grievance and the specific conclusions regarding whether a legal basis for a grievance has been established.

The Hearing Panel decision will also include a specific statement regarding the relief to be afforded the grievant, if any. The Hearing Panel decision will be based only on the record of the hearing, and not on matters outside the record. The record consists of the written Statement of Grievance, any written response by the respondent and the oral and written evidence produced at the hearing.

Appeal Process

Written Statement of Appeal

Within 10 business days following the Grievance Hearing Panel decision regarding the merits of the grievance, any party to the grievance may file a written Statement of Appeal with the college president stating the specific basis for the appeal. This statement will be sent to all parties.

The college president will review the record of the hearing and the documents submitted in connection with the appeal, but will not consider any matters outside the formal record. The college president may decide to sustain, reverse or modify the decision of the Grievance Hearing Panel. The president's decision will be in writing and will include a statement of reasons for the decision. The college president's decision shall be final.

The decision on appeal will be reached within 20 business days after receipt of the appeal documents, and copies of the decision will be sent to all parties.

Students may obtain the Statement of Appeal form online at www.ivc.edu/policies/pages/grade grievance.aspx.

Exhibit A Page 15 of 15

Liability Notice

Throughout the academic year, many classes will meet at off-campus locations. The college will not provide transportation to these sites, and students enrolled in these classes are responsible for making their own transportation arrangements. College personnel may assist in coordinating this transportation and/or may recommend travel time, routes, carpooling, etc.; however, the student does not have to follow these recommendations. The South Orange County Community College District is in no way responsible, nor does it assume liability, for any injuries or losses resulting from this non-sponsored transportation. If you ride with another student, that student is not an agent of, nor driving on behalf of the District.

Throughout the school year, the District may sponsor voluntary field trips and excursions in which you may want to participate. Under the California Code of Regulations, if you participate in a voluntary field trip or excursion, you hold the District, its officers, agents, and employees harmless from all liability or claims that may arise out of or in connection with your participation in this activity.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Irvine Valley College: WIA ITA Training Provider Agreement with the City of Anaheim

ACTION: Approval

BACKGROUND

Congress has enacted the "Workforce Investment Act of 1998" to provide workforce investment activities through a One-Stop Service Delivery System, increase employment retention and earnings, empower individuals through information and access to training resources through Individual Training Accounts (ITAs), reduce welfare dependency and increase accountability thereby improving the quality of the workforce and enhancing the productivity and competitiveness of the Nation. The City of Anaheim, as one of its many functions, serves the community and local industry through the administration of local funding disbursements made available through the Workforce Investment Act (WIA) of 1998.

STATUS

Irvine Valley College (IVC) seeks approval of the WIA ITA Training Provider Agreement between IVC and the City of Anaheim, as presented in Exhibit A. This Agreement will establish IVC's eligibility to receive WIA funding and the City of Anaheim will be authorized to disburse WIA ITA vouchers to IVC to pay for the tuition, fees, and books related to approved certificates and/or degrees.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the WIA ITA Training Provider Agreement between Irvine Valley College and the City of Anaheim.

**WORKFORCE INVESTMENT ACT
VENDOR AGREEMENT**
(Occupational Training)

By and Between the

City of Anaheim

and

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EXHIBITS

Exhibit A
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Work Plan Summary
Covenants Re: Use of Federal Funds

WORKFORCE INVESTMENT ACT VENDOR AGREEMENT

(Occupational Training)

This **WORKFORCE INVESTMENT ACT VENDOR AGREEMENT** (this “Agreement”), dated for purposes of identification only as of September 1, 2010 (the “Date of Agreement”), is made and entered into by and between the

City of Anaheim, a municipal corporation and charter city, (the “City,”)

A
N
D

, a California corporation, (the “Vendor”).

RECITALS

- A.** Among other things, the Workforce Investment Act of 1998 (hereinafter defined as the “Act”) supercedes the Job Training Partnership Act and establishes a workforce investment system which provides the framework for the delivery of workforce investment activities at the State and local levels.
- B.** The purpose of Title 1 of the Act is to provide workforce investment activities that increase the employment, retention and earnings of participants in the workforce investment system (each hereinafter defined as a “Qualified Participant”), and increase occupational skill attainment by Qualified Participants, which will improve the quality of the workforce, reduce welfare dependency and enhance the productivity and competitiveness of the Nation’s economy through the workforce investment system.
- C.** At the local level, the workforce investment system includes Local Workforce Investment Areas; the Governor of the State of California has designated the City of Anaheim a Local Workforce Investment Area under the Act.
- D.** Title I of the Act permits certain workforce investment activities within Local Investment Areas, including employment and training activities for adults and dislocated workers, and youth activities.
- E.** Through the California Employment Development Department (“EDD”), the Department of Labor of the United States (the “Department of Labor”) has awarded the City a grant (the “WIA Grant”) to fund and operate various workforce development activities

(collectively, the “City’s WIA Programs”) consistent with the purposes of the Title 1 of the Act.

- F. The City desires to contract with public and private organizations, including employers, who are qualified to participate in the City’s WIA Programs by providing services to Qualified Participants (each, a “Qualified Vendor”).
- G. Vendor is a Qualified Vendor.
- H. The City and Vendor (each, a “Party” and jointly, the “Parties”) desire to enter into this Agreement so that Vendor may receive a subgrant of the proceeds of the WIA Grant (hereinafter defined as the “Subgrant”) in consideration for Vendor’s participation in the City’s WIA Programs and provision of services to Qualified Participants upon the request of the City.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE CITY AND THE VENDOR AGREE AS FOLLOWS:

Section 1. Definitions.

The following capitalized terms used in this Agreement shall have the following meanings:

“**Act**” means the Workforce Investment Act (29 U.S.C.A. 2801 *et seq.*), as amended from time to time.

“**Agreement**” means this Workforce Investment Act Vendor Agreement by and between the City and the Vendor.

“**City**” is defined in the initial paragraph of this Agreement and includes any assignee of or successor to the rights, powers and responsibilities of the City. The Workforce Development Manager of the Workforce Development Division of the City of Anaheim, or his designee, (hereinafter defined as the “City’s Representative”) shall represent the City in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by the City, the City’s Representative is authorized to act on behalf of the City unless this Agreement specifically provides otherwise or the context should otherwise require.

“**City’s Representative**” means the Workforce Development Manager of the City’s Community Development Department.

“**City’s WIA Programs**” is defined in Recital E hereof.

“Conditions to Disbursement” is defined in Section 2.3 hereof.

“Covenants Re: Use of Federal Funds” means those additional covenants of Vendor required due to the federal source of the Subgrant Proceeds which are attached hereto as Exhibit B and incorporated herein by this reference.

“Date of Agreement” is defined in the initial paragraph of this Agreement.

“Default” is defined in Section 7.1 hereof.

“Department of Labor” is defined in Recital E hereof.

“EDD” is defined in Recital E hereof.

“Effective Date” is defined in Section 10.15 hereof.

“Maximum Amount of Subgrant” means Twenty-Five Thousand Dollars (\$25,000).

“Notice to Proceed” means a written notice from the City which (i) approves the Curriculum for Participants, if required by City, (ii) establishes the maximum number of Qualified Participants for which the Vendor may receive Subgrant Proceeds and (iii) notifies the Vendor that the Vendor may proceed to provide Vendor’s Services to a particular Qualified Participant.

“Parties” is defined in Recital H hereof.

“Qualified Participants” means generally persons participating in the City’s WIA Programs.

“Qualified Vendor” is defined in Recital F hereof.

“Schedule of Compensation” means the description of the terms of compensation which is set forth in the Work Plan Summary.

“Scope of Work” means the description of the Vendor’s Services which is set forth in the Work Plan Summary.

“Subgrant” is defined in Section 2.1 hereof.

“Subgrant Proceeds” means the proceeds of the Subgrant.

“Term” is defined in Section 4 hereof.

“Term Expiration Date” means June 30, 2011.

“Vendor” is defined in the initial paragraph of this Agreement. The Vendor’s

Representative shall represent Vendor in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by Vendor, the Vendor's Representative is authorized to act on behalf of Vendor unless this Agreement specifically provides otherwise or the context should otherwise require.

"Vendor's Representative" means

"Vendor's Services" means the services provided by Vendor to Qualified Participants in connection with Vendor's participation in the City's WIA Programs pursuant to this Agreement and includes, but is not limited to, the provision of the services set forth in the Scope of Work.

"WIA Grant" is defined in Recital E hereof.

"Work Plan Summary" means the summary attached hereto as Exhibit A and incorporated herein by this reference.

"Workplace" means the place where the Vendor provides Vendor's Services to Qualified Participants.

Section 2. Subgrant.

2.1 Amount of Subgrant. Upon satisfaction of the Conditions to Disbursement, the City agrees to grant to Vendor proceeds of the WIA Grant in the amounts set forth in the Schedule of Compensation (collectively, the "Subgrant"), subject to all of the terms, covenants and conditions of this Agreement.

2.2 Maximum Amount of Subgrant. In no event shall the aggregate amount of the Subgrant Proceeds distributed to Vendor over the Term of this Agreement exceed the Maximum Amount of Subgrant.

2.3 Disbursement of Subgrant Proceeds. Upon satisfaction of the Conditions to Disbursement or written waiver thereof by the City, the City shall distribute the Subgrant Proceeds in monthly or quarterly installments, as requested by Vendor, in arrears, in order to compensate Vendor for the provision of Vendor's Services under this Agreement. Requests for disbursements by Vendor shall be made by Vendor sending to the City, not more frequently than monthly nor less frequently than quarterly, a detailed invoice in a form specified and approved by the City.

2.4 Conditions Precedent to Disbursement. Vendor agrees further that the City shall not be obligated to make any disbursement of the Subgrant Proceeds unless and until Vendor has fulfilled all of the City's customary conditions for disbursement of Subgrant Proceeds under the City's WIA Programs (the "Conditions to Disbursement"). Such conditions include, for purposes of guidance and illustration, but are not limited to, the following:

- A. The City shall have received all insurance certificates required by it pursuant to and in accordance with Section 6.1 of this Agreement.
- B. The City shall have received evidence that (i) Vendor has the power to enter into this Agreement, (ii) all documents executed by Vendor pertaining to this Agreement are valid and binding obligations of Vendor, enforceable according to their terms and (iii) the officers and agents executing such documents are duly empowered and authorized to execute them on behalf of Vendor.
- C. The City shall have received copies of any and all licenses, permits, notices, and certificates required by the City pursuant to and in accordance with Section 3.6 of this Agreement.
- D. The City shall have issued Notices to Proceed for each Qualified Participant.

The City's Representative may waive or modify in writing any of the Conditions to Disbursement of the Subgrant Proceeds.

2.5 Fiscal Limitations. The United States of America, through the Department of Labor, may in the future place programmatic or fiscal limitations on WIA Grants not presently anticipated. Accordingly, the City reserves the right to revise this Agreement in order to take account of such actions. In the event of funding reduction, the City may reduce the budget for this Agreement as a whole or may limit the rate by which Vendor receives the Subgrant for providing Vendor's Services to Qualified Participants. If the Department of Labor directs the City to implement a reduction in funding, the City's Representative may act for the City in implementing and effecting such a reduction and in revising the Agreement for such purpose. Where the City's Representative has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Agreement of Vendor, the City's Representative may act for the City in suspending the operation of this Agreement for up to sixty (60) days upon three (3) days notice to Vendor of the City's intention to so act, pending an audit or other resolution of such questions.

2.6 Programs Utilizing Multiple Funding Sources. For programs in which there are sources of funds in addition to WIA Grant funds, Vendor shall provide proof of such funding. The City shall not pay for any services provided by Vendor which are funded by other sources. All restrictions and/or requirements provided for in this Agreement relative to accounting, budgeting and reporting apply to the total program regardless of funding sources.

2.7 Use of Federal Funds. Vendor acknowledges and agrees that the Subgrant is funded from WIA Grant funds allocated to the City by the United States of America through the Department of Labor. Accordingly, Vendor hereby provides to the City those covenants set forth in the Covenants Re: Use of Federal Funds.

Section 3. Vendor's Services.

3.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Vendor shall provide the Vendor's Services, as authorized by the City's Representative. Vendor represents and warrants that Vendor's Services to be provided hereunder shall be performed in a competent, professional and satisfactory manner in accordance with the City's WIA Programs.

3.2 Notices to Proceed. Vendor acknowledges and agrees that City shall request that Vendor provide the Vendor's Services on an "as requested" basis and that City does not guaranty a minimum number of Qualified Participants for whom Vendor's Services shall be requested and required under this Agreement. Vendor acknowledges and agrees that Vendor shall not commence to provide Vendor's Services to a particular Qualified Participant hereunder unless and until Vendor receives a Notice to Proceed from the City authorizing the provision of Vendor's Services to that particular Qualified Participant. Vendor further acknowledges and agrees that this Agreement and any request for the provision of services hereunder is nonexclusive and that the City may enter into similar agreements with other entities for the provision of similar services.

3.3 Time for Performance. Time is of the essence in the performance of this Agreement. Vendor shall perform and complete all of Vendor's Services in a timely and expeditious manner.

Vendor shall not be responsible for delays caused by circumstances beyond its reasonable control, provided that Vendor has delivered to the City written notice of the cause of any such delay within ten (10) days of the occurrence of such cause.

3.4 Vendor's Proposal. The Scope of Services shall include the Vendor's proposal or bid, if any, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

3.5 Compliance with Law. Vendor's Services shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any Federal, State or local governmental agency of competent jurisdiction.

3.6 Licenses, Permits, Fees and Assessments. Vendor shall obtain, at Vendor's sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of Vendor's Services. Vendor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the services required by this Agreement.

3.7 Nondiscrimination. Vendor agrees not to discriminate against any person or

class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry or national origin in its provision of Vendor's Services. To the extent this Agreement provides that Vendor offer accommodations or services to the public, such accommodations or services shall be offered by Vendor to the public on fair and reasonable terms.

3.8 Familiarity with Work. By executing this Agreement, Vendor represents and warrants that Vendor (i) has thoroughly investigated and considered Vendor's Services to be performed, (ii) has carefully considered how Vendor's Services should be provided and (iii) fully understands the facilities, difficulties and restrictions attending the provision of Vendor's Services under this Agreement. Should the Vendor discover any latent or unknown conditions materially differing from those inherent in the provision of Vendor's Services or as represented by the City, Vendor shall immediately inform the City of such fact and shall not proceed except at Vendor's risk until written instructions are received from the City.

3.9 Inspection. The City, EDD and the Department of Labor and their agents and representatives shall have the right at any reasonable time to observe the provision of Vendor's Services. The City is under no duty to supervise the provision of Vendor's Services. Any inspection or examination by the City is for the sole purpose of protecting and preserving the City's rights under this Agreement. No default of Vendor shall be waived by any inspection by the City. In no event shall any inspection by the City be a representation that there has been or will be compliance with this Agreement or that Vendor is in compliance with any federal, state and local laws, ordinances, regulations and directives applicable to the performance of this Agreement or the provision of Vendor's Services. Vendor shall make or cause to be made such other independent inspections as Vendor may desire for Vendor's own protection.

Section 4. Term.

This Agreement shall be for a term (the "Term") commencing on the Effective Date and terminating on the Term Expiration Date, subject to earlier termination as provided in Subsection 6.1.4 or Section 7 hereof.

Section 5. Coordination of Services.

5.1 City's Representative. The City's Representative shall represent the City in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by the City, the City's Representative is authorized to act unless this Agreement specifically provides otherwise or the context should otherwise require.

5.2 Vendor's Representative. Vendor's Representative shall represent the Vendor in all matters pertaining to this Agreement. Vendor's Representative is authorized to act on

Vendor's behalf with respect to the services and work to be provided hereunder and make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal are a substantial inducement for the City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the Term of this Agreement for directing all activities of Vendor and devoting sufficient time to personally supervise the provision of Vendor's Services hereunder. The foregoing principal may not be changed by Vendor and no other personnel may be assigned to supervise the Vendor's Services to be provided hereunder without the express written consent of the City.

5.3 Prohibition Against Subcontracting and Assignments. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assignable or transferable or encumbered in any way without the prior written consent of City. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to City. This is a personal services contract and the Vendor was chosen on the basis of characteristics unique to the Vendor. City shall have the right to unreasonably or arbitrarily withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

5.4 Independent Contractor. Vendor and any agent or employee of Vendor shall act in an independent capacity and not as officers or employees of City. City assumes no liability for Vendor's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for Vendor. Vendor shall not have authority to act as an agent on behalf of City unless specifically authorized to do so in writing. Vendor acknowledges that it is aware that because it is an independent contractor, City is making no deduction from any amount paid to Vendor and is not contributing to any fund on its behalf. Vendor disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

As respects all acts or omissions of Vendor relating to Vendor's responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for Vendor, the Vendor agrees to indemnify, defend (at the City's option), and hold harmless the City, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with the Vendor's performance or failure to perform under this Section.

Section 6. Insurance and Indemnification.

6.1 Insurance. Without limiting City's right to indemnification, it is agreed that Vendor shall secure prior to commencing any activities under this Agreement, and maintain during the Term of this Agreement, insurance coverage as set forth in this Section 6.1.

6.1.1 Required Insurance Coverage. Vendor shall secure and maintain the following insurance coverage:

- (a) Workers' Compensation Insurance as required by California statutes;
- (b) Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent Contractor's Liability and Fire Damage Legal Liability, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form; and
- (c) Comprehensive Automobile Liability coverage, including - as applicable - owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

The City's Representative, with the consent of the City's Risk Manager, is hereby authorized to reduce the requirements set forth above in the event he determines that such reduction is in City's best interest.

6.1.2 Required Clauses in Policies. Each insurance policy required by this Agreement shall contain the following clauses:

"This insurance shall not be canceled, limited in scope or coverage, or nonrenewed until after thirty (30) days' prior written notice has been given to the City Clerk of the City of Anaheim, 200 S. Anaheim Boulevard, Anaheim, CA 92805."

"It is agreed that any insurance maintained by the City of Anaheim shall apply in excess of and not contribute with insurance provided by this policy."

Each insurance policy required by this Agreement, excepting the policy for workers' compensation, shall contain the following clause:

"The City of Anaheim, its officials, agents, employees, representative, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Anaheim."

6.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, the Vendor shall deliver to City (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by City, it shall be the Vendor's responsibility to see that City receives documentation, acceptable to City, which sustains that the individual signing such endorsements is indeed authorized to do so by the insurance company. Also, City has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

6.1.4 Remedies for Defaults Re: Insurance. In addition to any other remedies City may have if the Vendor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- (a) Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under this Agreement;
- (b) Order the Vendor to stop work under this Agreement and/or withhold any payment(s) which become due to the Vendor hereunder until the Vendor demonstrates compliance with the requirements hereof;
- (c) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for the Vendor's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which the Vendor may be held responsible for payment of damages to persons or property resulting from the Vendor's or its subcontractor's performance of Vendor's Services under this Agreement.

6.2 Indemnification. As respects acts, errors or omissions in the performance of Vendor's Services under this Agreement, the Vendor agrees to indemnify and hold harmless the City, its officers, agents, employees, representatives and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of the Vendor's acts, errors or omissions in the performance of Vendor's Services under the terms of this Agreement.

Section 7. Enforcement of Agreement.

7.1 Events of Default. For purposes of this Section 7, the word “Default” shall mean the failure of Vendor to perform any of Vendor’s duties or obligations or the breach by Vendor of any of the terms and conditions set forth in this Agreement. In addition, Vendor shall be deemed to be in Default upon Vendor’s (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing) or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Vendor’s assets or of Vendor’s interests hereunder.

City shall not be deemed to be in Default in the performance of any obligation required to be performed by City hereunder unless and until City has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from Vendor specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of City’s obligation is such that more than thirty (30) days are required for its performance, then City shall not be deemed to be in Default if City shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

7.2 Immediate Termination for Vendor’s Default. In the event of any Default by Vendor, City may immediately terminate this Agreement. Such termination shall be effective immediately upon receipt by Vendor of written notice from City. In such event, Vendor shall have no further rights hereunder; City shall have all other rights and remedies as provided by law.

7.3 Termination Without Cause. Either City or Vendor may terminate this Agreement at any time without the necessity of cause or Default by the other Party by giving thirty (30) days notice in writing to the other Party. In such event, the Parties shall have no further rights hereunder, except that Vendor shall be paid for Vendor’s Services rendered and completed prior to such termination.

7.4 Attorneys’ Fees. City and Vendor agree that in the event of litigation to enforce this Agreement or terms, provisions and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys’ fees, incurred in connection with such litigation.

Section 8. Use and Ownership of Documents and Data.

8.1 Data to be Furnished by City. City shall furnish to Vendor such documents and

materials as may be relevant and pertinent to the provision of services hereunder as City may possess or acquire.

8.2 Ownership of Documents. All documents and materials furnished by the City to Vendor pursuant to Section 8.1 hereof shall remain the property of the City and shall be returned to the City upon termination of this Agreement. All documents and materials prepared by Vendor hereunder shall become the property of the City at the time of payment to Vendor of all fees and expenses for their preparation, and shall be delivered to the City by Vendor at the request of the City. The documents and materials prepared by Vendor hereunder shall not be used by the City or others, except for the purpose for which they were intended. The City agrees not to associate Vendor's name with any documents or materials not prepared by Vendor.

Section 9. Records, Reports and Audits.

9.1 Records and Reports; Retention of Records. Vendor shall prepare and submit financial, program progress, monitoring, evaluation, personnel, property and financial records and other reports as required by the City and in the format acceptable to the City to assure proper accounting of all WIA Grant funds. Vendor shall furnish such information which, in the judgment of the City's Representative, may be relevant to questions of compliance with contractual conditions hereunder or granting agency directives, or with the effectiveness, legality and goals of the City's WIA Programs. Vendor shall retain all records and reports required under this Section for a period of three (3) years after the termination of this Agreement.

9.2 Monitoring. The City may conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of the City, EDD and the Department of Labor shall have the right of access to all activities and facilities operated by Vendor in connection with this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at all pertinent staff, board of directors, advisory committee, and advisory board meetings and inspection by the City, EDD and the Department of Labor. Vendor shall ensure that its employees and board members furnish such information as, in the judgment of the City, EDD and the Department of Labor, may be relevant to the question of compliance with contractual conditions and Department of Labor directives, or the effectiveness, legality, and achievements of the City's WIA Programs.

Section 10. Miscellaneous Provisions.

10.1 Waiver. Inaction by City or Vendor with respect to a Default hereunder shall not be deemed to be a waiver of such Default. The waiver by either City or Vendor of any Default hereunder shall not be deemed to be a waiver of any subsequent Default.

10.2 Notices. All notices, demands or other writings to be made, given or sent hereunder, or which may be so given or made or sent by either City or Vendor to the other shall be deemed to have been given when in writing and personally delivered or if mailed on the third (3rd) day after being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at the following addresses:

If to City: City Clerk
 City of Anaheim
 200 S. Anaheim Boulevard, 2nd Floor
 Anaheim, California 92805
 FAX No. (714) 765-4105

With copies to: Ruben Aceves,
 Workforce Development Manager, Community Development
 Department
 City of Anaheim
 50 S. Anaheim Boulevard, Suite 200
 Anaheim, California 92805
 FAX No. (714) 765-4363

 John E. Woodhead, Assistant City Attorney
 City of Anaheim
 200 S. Anaheim Boulevard, 3rd Floor
 Anaheim, California 92805
 FAX No. (714) 765-4630

To Vendor:

 FAX No.

10.3 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that Vendor is and will be at all times an independent contractor pursuant to this Agreement and shall not, in any way, be considered to be an officer, agent or employee of the City.

10.4 No Third Party Rights. The Parties intend that no rights nor remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation or undertaking established herein.

10.5 Non-Liability of Members, Officials and Employees of the City. No member, official or employee of the City shall be personally liable to Vendor, or any successor in interest, in the event of any Default or breach by the City or for any amount which may

become due to Vendor or Vendor's successors, or on any obligation under the terms of this Agreement. Vendor hereby waives and releases any claim Vendor may have against the members, officials or employees of the City with respect to any Default or breach by City or for any amount which may become due to Vendor or Vendor's successors, or any obligations under the terms of this Agreement. Vendor makes such release with the full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

10.6 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.7 Time of the Essence. Time is hereby expressly declared to be the essence of this Agreement and of each and every term, covenant and condition hereof which relates to a date or a period of time.

10.8 Remedies Cumulative. The remedies given to City and Vendor herein shall be cumulative and are given without impairing any other rights given City or Vendor by statute or law now existing or hereafter enacted and the exercise on any one (1) remedy by City or Vendor shall not exclude the exercise of any other remedy.

10.9 Effect of Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.10 Successors and Assigns. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the successors and assigns of City and to the permitted successors and assigns of Vendor, and all references to “City” or “Vendor” shall be deemed to refer to and include all permitted successors and assigns of such Party.

10.11 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of the City and the Vendor with respect to the matters covered hereby, and no agreement, statement or promise made by either City or Vendor which is not contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified or added except by an agreement in writing signed by City and Vendor.

10.12 Authority. Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. Vendor shall, at City's request, deliver a certified copy of its governing board's resolution or certificate authorizing or evidencing such execution.

10.13 Conflicts of Interest. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

10.14 Time for Acceptance of Agreement by City. This Agreement, when executed by Vendor and delivered to City, must be authorized, executed and delivered by the City on or before forty-five (45) days after the execution and delivery by Vendor of this Agreement. This Agreement shall be void, except to the extent that Vendor and City shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

10.15 Effective Date. This Agreement shall be effective on

IN WITNESS WHEREOF, THE CITY AND THE VENDOR HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

“CITY”

City of Anaheim,
a municipal corporation and charter city

Dated: _____

By: _____
Thomas J. Wood, City Manager

ATTEST:

CITY CLERK

By: _____

APPROVED AS TO FORM:

CRISTINA TALLEY, CITY ATTORNEY

By: _____
John E. Woodhead IV
Assistant City Attorney

“VENDOR”

~~a California corporation~~

Dated: _____

By: _____

79843.1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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.

Place Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Anaheim WIA Vendor Agreement with Irvine Valley College

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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**Exhibit A - Work Plan Summary
Irvine Valley College**

Exhibit A
Page 22 of 30

Program Name	O-Net Code	Program ETPL Code	Prgm. Hours	Reg Fee	Tuition	Books	Total
Accounting Certificates							
Accounting, CoA	43-3031.00	52030112300000	357	141.00	559.00	833.00	1533.00
Computerized Accounting, CoP	43-3031.00	52030212300000	117	141.00	195.00	312.00	648.00
Financial Accounting, CoP	43-3031.00	52030412300000	133	141.00	208.00	283.00	632.00
Financial/Mgrl Accounting, CoP	43-3051.00	52030412300100	200	141.00	312.00	293.00	746.00
Income Tax CoP	13-2082.00	52039912300100	100	141.00	156.00	340.00	637.00
Payroll CoP	43-3051.00	52039912300000	183	141.00	286.00	179.00	606.00
Administration of Justice							
Law Enforcement, CoA	33-3051.00 33-3021.01 33-3012.00 33-9032.00	43010712300000	449	141.00	702.00	1265.00	2108.00
Supervision, CoA	33-3051.00 33-3021.01 33-3012.00 33-9032.00	43010712300100		141.00	702.00	1247.00	2090.00
Computer Information Mgmt							
2D Animation	27-1014.00	10030412300100	175	141.00	273.00	97.00	511.00
Admin. Asst./Word Processing, CoA	43-9021.00 43-6011.00	52040812300000		141.00	468.00	434.00	1043.00
Desktop Publishing, CoA	43-9031.00	10030312300100	374	141.00	585.00	664.00	1390.00
Digital Graphic Applications, CoP	27-1014.00	10030412300000	249	141.00	299.00	311.00	751.00
Digital Media Technologies, CoA	43-9031.00	10030312300000	449	141.00	702.00	665.00	1508.00
Digital Phtoography, CoP	27-4021.00	50060512300000	166	141.00	260.00	218.00	619.00
Digital Publishing, CoP	43-9031.00	10030312300200	192	141.00	299.00	336.00	776.00
Local Area Networks/Cisco, CoA	15-1071.00 15-1081.00	11100212300000	424	141.00	754.00	766.00	1661.00
Microcomputer Application, CoA	43-6011.00 43-9021.00	52040812300100	357	141.00	559.00	671.00	1371.00
Multimedia Design, CoP	27-1014.00	11080112300200	266	141.00	416.00	177.00	734.00
Spreadsheets, CoP	43-3031.00 43-3051.00	52040812300200	283	141.00	429.00	656.00	1226.00
Web Authoring, CoA	15-1099.00	11080112300000	366	141.00	572.00	509.00	1222.00
Web Page Authoring, CoP	15-1099.00 27-1024.00	11080112300100	208	141.00	325.00	369.00	835.00
Computer Science							
Computer Languages, CoA	15-1020.00 15-1061.00	11020112300000	465	141.00	728.00	1086.00	1955.00
Dance							
Commercial Dance, CoA	27-2031.00 27-2032.00	50030112300100	481	141.00	754.00	367.00	1262.00
Dance Technique, CoP	27-2031.00 27-2032.00	50030112300000	282	141.00	442.00	299.00	882.00
Design Model Making							
Design Model Making &Rapid Proto, CoA	27-1021.00	15130212300000	407	141.00	637.00	214.00	992.00
Digital Media Art							
Digital Media Art, CoA	27-1024.00	50040912300000	399	141.00	624.00	601.00	1366.00
Drafting							
Drafting Technology, CoA	17-3011.00 17-3013.00	15130212300100	399	141.00	624.00	482.00	1247.00
Electronics							
Electronic Technology, CoA	17-3023.00 49-2093.00 49-9062.00	47010112300000	465	188.00	728.00	1008.00	1924.00
Electronics Aide, CoP	17-3023.00 49-2093.00 49-9062.00	47010112300100	266	188.00	416.00	586.00	1190.00

EXHIBIT B

COVENANTS RE: USE OF FEDERAL FUNDS

Vendor acknowledges and agrees that the Subgrant is funded from WIA Grant funds allocated to the City by the Department of Labor of the United States of America. Accordingly, Vendor covenants and agrees as follows:

Section 1. Compliance With Law. Vendor hereby covenants and agrees that it has complied and will continue to comply with those provisions of the Workforce Investment Act of 1998 establishing the WIA Grant program (codified at 29 U.S.C.A. 2801 *et seq.*) (the “Act”), and all applicable Federal, state and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this federally-assisted program. This Agreement is subject to all such laws, ordinances, regulations, policies, and guidelines, including, without limitation, the Act; 20 CFR Part 645; and applicable U.S. Office of Management and Budget Circulars, including, without limitation, A-102 and A-133.

Section 2. Non-Discrimination and Equal Opportunity. Vendor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, or ancestry. Vendor shall comply with the following:

- A. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), as amended, and all regulations applicable thereto, and the provisions of WIA Section 188 and compliance with Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 C.F.R. Part 60.
- B. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 C.F.R. Part 146.
- C. The prohibitions against discrimination against otherwise qualified individuals with disabilities under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 C.F.R. Part 8.
- D. The prohibitions against discrimination against handicapped persons under the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) and implementing regulations (28 C.F.R. Parts 35-36).
- E. The prohibitions against discrimination set forth in the regulations codified at 29 CFR Parts 31, 32 and 34.

Section 3. Uniform Fiscal and Administrative Requirements. Vendor shall comply with the fiscal and administrative requirements set forth at 29 CFR Parts 95 and 97, O.M.B. Circular A-110 and Section 645.230(a) of 20 CFR Part 645.

Section 4. Audit Requirements. Vendor shall comply with the audit requirements set forth at 29 CFR Parts 95 and 97.

Section 5. Allowable Costs/Cost Principles. Vendor shall comply with the allowable cost requirements set forth (i) at 29 CFR Parts 95 and 97, (ii) in O.M.B Circulars A-21, A-87, A-110, A-122 and A-133 and (ii) in the Federal Acquisition Regulations at 45 CFR Part 74 and 48 CFR Part 31.

Section 6. Government-wide Debarment and Suspension, and Government-wide Drug-free Workplace Requirements. Vendor shall comply with the government-wide requirements for debarment and suspension and drug-free workplaces set forth at 29 CFR Part 98.

Section 7. Restrictions on Lobbying. Vendor shall comply with the restrictions on lobbying set forth at 29 CFR Part 93.

Section 8. Nepotism. In addition to the conflict of interest requirements in OMB Circular A-110 and to the requirements at 29 CFR 95.42 and 29 CFR 97.36(b)(3) which address codes of conduct and conflict of interest issues related to employees, no person may be placed in an employment activity if a member of that person's immediate family is engaged in an administrative capacity for the employing agency.

Section 9. Religious and Political Activities. Vendor agrees that Subgrant Proceeds shall be used exclusively for the Services required under this Agreement, and that no funds made available under this Agreement shall be used to promote religious or political activities. Further, Vendor agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.

Section 10. No Disability. Vendor certifies and agrees that it is under no contractual or other disability which would prevent it from complying with all pertinent laws and regulations.

Section 11. Privacy. Vendor agrees and shall ensure that no information about or obtained from any person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

Section 12. Patent Rights. Vendor shall comply with the notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement as set forth at 29 CFR 97.36 (i) (8).

Section 13. Clean Air Act; EPA Regulations. Vendor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act set forth at 42 U.S.C. 1857 (h), Section 508 of the Clean Air Act set forth at 33 U.S.C. 1968, Executive Order 11738 and the Environmental Protection Agency regulations set forth at 40 CFR Part 15.

Section 14. Energy Efficiency. Vendor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan

issued in compliance with the Energy Policy and Conservation Act set forth at Public Law 94-163, 89 Statutes 871.

Section 15 Intellectual Property. Vendor acknowledges and agrees that pursuant to 29 CFR Section 97.34, the Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- (A) the copyright in any work developed under the Subgrant or this Agreement;
- (B) any rights of copyright to which Vendor purchases ownership with Subgrant Proceeds;
- (C) the patent for any invention developed under the Subgrant or this Agreement; and
- (D) any rights in any patent to which Vendor purchases ownership with Subgrant Proceeds.

**CITY OF ANAHEIM
AUTHORIZED SIGNATURE FORM**

The following person(s) are authorized to sign invoices on behalf of my organization:

_____	_____	_____
Print Name	Title	Signature

_____	_____	_____
Print Name	Title	Signature

_____	_____	_____
Print Name	Title	Signature

Training Institution Name: South Orange County CCD/Irvine Valley College

Approved by: <u>David Bugay</u>	<u>Acting VC, Bus Svcs</u>	_____
Print Name	Title	Signature

Date: _____

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

David Bugay, Acting Vice Chancellor Business Services

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntary excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Instructions for Certification (Continued)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Legal Name: South Orange County Community College District (SOCCCD)/
Irvine Valley College

Type of Entity: Public Higher Education Institution
(i.e., a California corporation, **OR** an individual doing business as X Company)

Representative: David Gatewood (i.e. contact person)

Authorized Signator Name: David Bugay
(individual with authority to bind the corporation/company who will sign the contract)

Authorized Signator Title: Acting Vice Chancellor, Business Services

Street Address: 28000 Marguerite Parkway

City, State & Zip: Mission Viejo, CA 92692

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Irvine Valley College: Grant Acceptance, Career Development Work-Based Learning Linkages to Professional Organizations, Year Three

ACTION: Approval

BACKGROUND

This statewide leadership grant offered by California Community Colleges Chancellor's Office (CCCCO) is for a third year of funding. Known as "Career Development Work-Based Learning Linkages to Professional Organizations," this grant requires a college-based home where the host understands the value of serving a statewide need for developing relationships between national, state, and regional professional associations and career technical education faculty, students, and programs. Intended outcomes include increased engagement of association members in developing academic programs, internships, and placement opportunities for community colleges. Irvine Valley College was offered this grant because of its growing reputation in providing career technical education leadership in Southern California, and specifically the Orange County/Los Angeles region.

STATUS

We are currently hosting this grant in its second year of funding and will continue with the fiduciary responsibilities by serving as fiscal agent in this third year project. Irvine Valley College has completed the necessary paperwork required by the CCCCCO. The Grant Application Abstract is presented in Exhibit A. The multi-year granting period is from December 1, 2010 through February 28, 2013.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept this third-year award of \$666,667.00 from the CCCCCO for the "Career Development Work-Based Learning Linkages to Professional Organizations" grant, RFA No. 10-034-001.

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

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

GRANT APPLICATION ABSTRACT

1. **PROJECT TITLE:** Career Development Work-Based Learning Linkages to Professional Organizations (Funding Year 3)
2. **PROJECT DIRECTOR:** Susan Coleman (Principal) & David D. Gatewood (Associate)
3. **PROJECT ADMINISTRATOR:** David D. Gatewood
4. **GRANTOR AGENCY:** State Chancellor's Office
5. **FUNDING SOURCE:** SB70
6. **STARTING AND ENDING DATES OF THE PROJECT:** December 1, 2010 – February 28, 2013
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**

Professional Associations are an untapped resource for Career Technical Education students and faculty statewide for connecting with business and industry related to work-based learning experiences, scholarships, and ultimately student employment. As this a third award, the grant will build on the work of the first two awards.

Grant objectives:

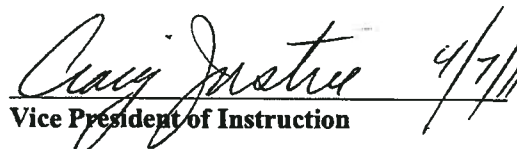
- Create a professional association resources database
- Develop opportunities for faculty and students to increase industry knowledge and experience through professional associations
- Implement *CACareerCafe.com* website's work-based learning activities, tools, and resources supporting educational, career, and personal development goals
- Continue to establish and train a network of intermediaries in each region of the State to deliver career development and work-based learning activities, tools, and resources to community colleges

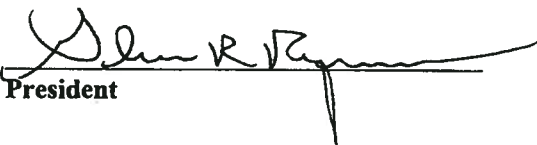
8. SUMMARY BUDGET

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$641,026.00	\$ N/A	\$25,641.00	\$666,667.00

9. APPROVALS


Division/School Dean

 4/7/11
Vice President of Instruction


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>15,000.00</u>	\$ _____	_____
2000 Classified Salaries	\$ <u>120,000.00</u>	\$ _____	_____
3000 Benefits	\$ <u>38,400.00</u>	\$ _____	_____
4000 Supplies	\$ <u>12,000.00</u>	\$ _____	_____
5000 Contracted Services and Other Expenses	\$ <u>443,626.00</u>	\$ _____	_____
6000 Capital Outlay	\$ <u>12,000.00</u>	\$ _____	_____
7000 Other Charges (e.g.: Indirect Costs)	\$ <u>25,641.00</u>	\$ _____	_____
TOTALS	\$ <u>666,667.00</u>	\$ _____	_____

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

PROJECT PERSONNEL (reflects the Expenditure Detail above)

<u>Positions</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>New</u>	<u>Existing</u>
1. Student Help/Work Study	[]	[X]	[]	[X]
2. Administrator	[]	[X]	[]	[X]
3. Classified Manager	[X]	[]	[X]	[]

PARTNERSHIPS (if applicable)

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

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

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Irvine Valley College: Award of Bid: Cafeteria Operation Agreement

ACTION: Approval

BACKGROUND

The current five year agreement for the Cafeteria Operations contractor at Irvine Valley College expires on June 30, 2011.

STATUS

On January 24, 2011, twelve vendors attended a mandatory pre-proposal meeting for Bid No. 301, to obtain a one year Cafeteria Operations agreement with four one-year extensions. Six vendors provided proposals that were opened on February 17, 2011. Irvine Valley College Cafeteria Task Force evaluated the proposal and recommends awarding the bid to S&B Foods based on the superior quality of their service and products and their partnership value to the college. The President supports the recommendation.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve a one year agreement, EXHIBIT A with four one-year extensions with S&B Foods for Cafeteria Operations at Irvine Valley College campus.

CAFETERIA OPERATION AGREEMENT IRVINE VALLEY COLLEGE INCLUDING ATTACHMENTS A-D

This Agreement is made this 1st day of July, 2011, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter called the "DISTRICT," and S&B FOODS, 6282 Riviera Circle, Long Beach, CA 90815, 323-708-4878, hereinafter called the "*VENDOR*"

WHEREAS, the DISTRICT fosters sustainable food service that economically supports environmentally sustainable food systems as a way of contributing to the quality of life in the region;

WHEREAS, the DISTRICT and Irvine Valley College chose this *VENDOR* as one who can deliver a variety of high quality, sustainably produced and procured, foods on a daily basis;

WHEREAS, *VENDOR* is specially experienced and competent to provide to the DISTRICT the scope of services identified herein and has indicated its willingness and commitment to provide such services on the terms hereafter set forth in this AGREEMENT; and

WHEREAS, in accordance with Education Code Section 88004.5, a community college district may enter into a contract for management consulting services relating to food service for a term not to exceed one year, renewable on a year-to-year basis, so long as such contract does not cause or result in the elimination of any food service classified personnel or position or cause or result in any adverse effect upon any food service classified personnel or position with respect to wages, benefits, or other terms and conditions of employment.

NOW, THEREFORE, the PARTIES hereto agree as follows:

I. **SCOPE**

A. The *VENDOR* hereby agrees to provide:

1. Food services at Irvine Valley College during the term of this Agreement. *VENDOR* will have the right to the use of the cafeteria, kitchens, service rooms, auxiliary storage rooms, and the dining room and its serving facilities and equipment, hereinafter all referred to as "Facilities". *VENDOR* agrees to operate said Facilities under the direction and control of the DISTRICT as hereinafter set forth for the benefit of Irvine Valley College students and to procure, prepare, and serve, at *VENDOR*'s own expense, food items for Irvine Valley College during the term of this Agreement.
2. The *VENDOR* hereby agrees to install and operate a coffee cart at a location next to the southwest corner of the AGS building at Irvine Valley College, during the duration of this Agreement. Operation of this coffee cart service shall be under the direction and control of the DISTRICT as hereinafter set forth for the benefit of Irvine Valley College students.
3. The *VENDOR* hereby agrees to install and operate food vending machines at various locations at the Campus during the duration of this Agreement. Operation of this food vending service shall be under the direction and control of the DISTRICT as hereinafter set forth for the benefit of Irvine Valley College students.

B. The terms of this Agreement shall be controlling in the event any of the terms hereof conflict with any of the terms in the Request for Proposal or in the *VENDOR*'s Proposal.

C. The PARTIES understand that Education Code Section 88004.5 applies to this Agreement and requires that the performance of this Agreement shall not cause or result in the elimination of any food

service classified personnel or position or cause or result in any adverse effect upon any food service classified personnel or position with respect to wages, benefits, or other terms and conditions of employment. Accordingly, the DISTRICT, as determined in its sole discretion, has the right to require changes to this Agreement and/or the scope of services to be performed by *VENDOR* in order to ensure compliance with Education Code Section 88004.5.

II. **TERM**

The term of this Agreement shall commence on July 1, 2011, and shall terminate on June 30, 2012. At the end of this period, there will be an option for renewal, under the same terms and conditions, for four additional one-year periods with the first three years offered at the *VENDOR*'s option and each successive year offered at the DISTRICT's option.

III. **VENDOR'S RESPONSIBILITIES**

A. *VENDOR* shall be responsible for providing food services at the cafeteria including the following:

1. Operate the Irvine Valley College cafeteria and provide catering services for College and Associated Students of Irvine Valley College-sponsored functions, except as otherwise specified in this Agreement (See Exhibit C for Sample menus).
2. Provide marketing services including signage as approved through the Cafeteria Task Force and advertisements in the school newspaper, the Lariat and on the college website.
3. Maintenance of the food service premises which shall include but not be limited to cleaning of all filter screens, service and maintenance of overhead sprinkler system, and cleaning of the entire hood exhaust system. Sprinkler system and hood exhaust system shall be serviced no less than twice annually, and *VENDOR* shall provide proof of maintenance to the DISTRICT.
3. Maintain in safe and proper working condition and repair, at *VENDOR*'s expense, all food service furniture, fixtures and equipment used by *VENDOR* in the food preparation and service areas.
4. The cafeteria, kitchens, service rooms, auxiliary storage rooms, dining room and serving facilities shall be used and occupied by *VENDOR* for the supplying of meals aforesaid to the DISTRICT and for no other purpose, except as hereinafter provided
5. The *VENDOR* will complete an inventory of DISTRICT-owned supplies and equipment each year on or by July 1 of the year for which the inventory is effective with DISTRICT confirmation. In connection therewith, *VENDOR* shall permit DISTRICT to enter the Facilities to complete this task
6. *VENDOR* shall be responsible for installing *VENDOR*'s own equipment, supplies, etc. as required to fulfill this Agreement
7. With the exception of items that may need replacement due to ordinary wear and tear, or damage resulting from the negligence of the DISTRICT, its agents or employees, or acts of God, *VENDOR* shall replace, at its expense, all lost or broken furniture, fixtures, and equipment with new items of equal or greater quality and value. At the termination of the Agreement, *VENDOR* shall surrender these items to the DISTRICT. In particular, *VENDOR* shall be responsible for the replacement of the loss and breakage to the initial

inventory of china, glassware, silverware, and all other movable kitchen and serving supplies originally furnished by the DISTRICT.

8. Cleaning and maintaining proper sanitation in the food preparation, service, and dining areas, including the staff dining room and the outside dining areas. This shall include but not be limited to bussing of dishes and cleaning of tables; cleaning spills from floors; and mopping, waxing, and shampooing floors as applicable and as needed. Failure to comply with this paragraph shall be cause for termination of this Agreement.
9. Personal hygiene must be maintained at a high standard meeting or exceeding the requirements of the Orange County Health Department. Uniforms must be clean and pressed at all times.
9. *VENDOR* shall coordinate the usage of the Facilities with the designated Irvine Valley College staff member Furnishing and maintaining two commercial microwave ovens, one located in B100 at the food vending area and the second located in the staff dining area.
10. Removal of all trash and garbage to waste receptacles (DISTRICT-provided). *VENDOR* shall keep trash and garbage receptacle areas clean at all times.
11. Extermination and pest control services in the Facilities.
12. All linens, towels, uniforms, table linens, and laundry service costs.
13. All paper supplies including disposable plates, cups, napkins and utensils, Styrofoam excluded.
14. If necessary as determined by the DISTRICT, permanent serving trays shall be provided by *VENDOR*.
15. All office supplies and telephone expenses.
16. All kitchen supplies not originally furnished by DISTRICT.
16. *VENDOR* agrees that food services under this Agreement shall remain in operation during the three (3) instructional terms of the year. The regular days of operation for the 2011-2012 academic year shall be as shown on Exhibit A. *VENDOR* shall post days and hours of operation information at designated locations. Proposed changes to hours of operation must be made to the Cafeteria Task Force at the monthly meeting. A recommendation will then be taken to the College with a determination provided to the *VENDOR* within 10 business days of the original proposal received at the monthly meeting.
17. Menus will be provided to the Cafeteria Task Force members monthly for review. *VENDOR* agrees to meet the Committee's requests regarding menu content unless *VENDOR* can demonstrate that compliance would impose a financial hardship upon the food services operation to an extent greater than the quality demonstrated in sample menus provided during the RFP process (See Exhibit B). Menus shall be posted and distributed daily/weekly by the *VENDOR*.
18. *VENDOR* shall augment current ethnic food choices with greater hot entrée diversity than exists at the time of executing this contract including such things as falafels, curry dishes, hummus and pita sandwiches. Additional selections to be determined in discussions held at the monthly Cafeteria Task Force meetings.

19. *VENDOR* will offer monthly outdoor theme barbeques that coincide with on campus holidays and activities.
20. *VENDOR* will offer health conscious selections including low-carb style sandwiches, healthy burritos, low fat selections such as alfalfa sprouts, fresh vegetables, whole wheat breads, low fat cheese, low fat meat items and vegetarian soy items, fresh whole fruit and fresh cut seasonal fruit.
21. *VENDOR* shall provide, at no cost to the DISTRICT, a hot breakfast or lunch for approximately 300 guests two times a year, generally prior to the start of each semester, during in-service activities for an estimated cost of \$2,500 per event or an estimated total of \$5,000. Menu will be mutually acceptable. Breakfast/or lunch shall be served in an adequate banquet setting, including linens, flowers, plastic flatware, etc.
22. *VENDOR* shall offer at the cafeteria fountain drinks 100% from the designated exclusive beverage vendor and have the right to 25% of the shelf space allocated to bottle and can Beverage Products sold in the Cafeteria.
23. *VENDOR* shall provide Five Hundred Dollars (\$1,500) of upfront catering credit to be used at the discretion of the office of the Irvine Valley College President.
24. *VENDOR* shall provide \$2,000 annually to ASIVC for catering credit to use at their discretion.
25. *VENDOR* is aware of the College and DISTRICT'S position of fostering sustainable and environmentally sound practices. *VENDOR* shall practice sustainability with an approach of continuous improvement. The current practices shall serve to define a baseline expectation including the following:
 - a. Use of non-trans fat oil in all cooking
 - b. Use of brown rather than bleached coffee filters
 - c. Coffee grounds saved for composting performed by the Horticulture Department.
 - d. Use "green" cleaning supplies for which staff is properly trained.
 - e. 100% styro-foam free in all packaging and serving ware.

B. *VENDOR* shall provide and operate at their expense a satellite coffee cart:

1. Provide a Coffee Cart of equal or greater quality than that which is most recently located on campus. (See Exhibit D)
2. All food/product costs as well as the cost of paper supplies, plates, cups, napkins, and utensils.
3. Signs, marketing and promotion. *VENDOR* shall add one sign to the coffee cart location with their logo clearly visible from 75 yards. Proposed design shall be reviewed and approved by the Cafeteria Task Force. *VENDOR* shall clearly post hours of operation at each location.

4. *VENDOR* shall operate the Coffee Cart service and provide compliance with the Health Department.
5. Equipment maintenance shall be the responsibility of the *VENDOR*. *VENDOR* equipment list is attached as Exhibit D.
6. Maintain the satellite carts and surrounding areas in proper sanitary conditions. Clean spills from floors and maintain them free from food and debris.
7. *VENDOR* agrees to sell at these locations coffee, tea, milk, and may also sell donuts, and pastries, fruits, sandwiches, salads, and pre-packaged snacks and food items. *VENDOR* shall not sell at this location any products in direct competition with the products of the designated beverage supplier.
8. No cooked meals shall be sold at the satellite cart locations
9. Any ice necessary for service is *VENDOR*'s responsibility.
10. Transportation between locations is *VENDOR*'s responsibility.
11. *VENDOR* agrees to develop drink incentives throughout the year at various times.
12. *VENDOR* shall have the exclusive rights to operate a satellite coffee cart on the Irvine Valley College campus.

C. *VENDOR* shall provide and operate at their expense food vending services:

1. Without cost to the DISTRICT provide a sufficient number of new or used automated food, and miscellaneous vending machines (in excellent appearance and operating condition) in locations approved by Irvine Valley College,
2. *VENDOR* shall be responsible for keeping these machines in operation 24 hours per day, 7 days per week, with debit or credit card readers supplied as required to provide under normal conditions, students, faculty, and staff with sufficient amounts of food, and other miscellaneous products of good quality, dispensed in conformity with all applicable federal, state and local laws, and health and sanitation standards, including marked expiration dates on those food items requiring expiration identification, and;
3. *VENDOR* shall provide a minimum of one debit/credit card per bank or location of vending machines. If this machine is determined repeatedly empty, another debit/credit card shall be provided at the bank where this situation occurs. The number of debit/credit card readers shall be determined by need.
4. *VENDOR* has sole responsibility for security of vending machines and for cleanliness of the machines.
5. *VENDOR* service vehicles are not permitted in most areas of the Campus. Routing must be pre-approved by College Facilities Director prior to first site visit. Some locations may require alternate delivery, i.e. handcarts. Any truck caught violating the approved routing will be fined \$100/occasion.
6. Additional machines under same or better conditions shall be installed as may be required by DISTRICT to permit prompt and convenient serving of food and beverages.

VENDOR agrees to install and maintain in operation these machines even if not all locations are profitable, as long as the number of non-profitable machines does not exceed 25% of all machines.

7. The vending machines to be installed shall remain the sole responsibility of the *VENDOR* who shall have the right at any reasonable time to ask for removal and/or replacement of any of the machines as mutually agreed upon in writing with the DISTRICT.
 8. *VENDOR*'s service of the Equipment will be provided during normal college hours, and *VENDOR* will not be obligated to provide service during periods in which it is prevented from doing so due to strikes, civil disturbances, or other causes beyond the control of *VENDOR*. *VENDOR* shall be responsible for the repair and replacement of Equipment to the extent necessary as a result of theft and vandalism
 9. *VENDOR*, under the direction and inspection of the College Facilities Department, shall provide any additional electrical outlets or water supply as may be necessary to provide services.
 10. *VENDOR* shall be responsible to provide the latest technology for food vending during the course of the contract.
 11. *VENDOR* shall be responsible for the payment of all refunds for funds lost in food vending machines. Signs shall be installed at each and every vending machine notifying customer that refunds will be provided at the cafeteria.
 12. *VENDOR* agrees not to sell any products in direct competition with the products of the designated beverage supplier. Drinks such as hot coffee, milk, hot cocoa, etc., shall be allowed.
 13. *VENDOR* shall be responsible for Product quality control. The DISTRICT shall have the right to have replaced any and all Product in which a consumer may reject due to inferior Product quality or freshness. Under no circumstance will DISTRICT allow product which is passed its expiration date to be filled in Vending Machines. All expired Product will be replaced at no cost to the DISTRICT.
 14. *VENDOR* shall provide a quarterly business report which includes at a minimum: 1) information specific to the sale of Product through the Vending Machines including: volume, total sales, and a comparison with the previous quarter, 2) results of the independent audit performed quarterly and for the period leading up to the report.
- D. *VENDOR* shall give preference to Irvine Valley College students for employment as needed. Students are available through the Irvine Valley College Office of Career Placement and shall be employed to work as waiters, waitresses, cleaning personnel, or other help in accordance with State of California and federal labor laws.
- E. *VENDOR* shall assume responsibility for ensuring that food service employees obtain health examinations as required by law.
- F. *VENDOR* shall consult with the DISTRICT with regard to the appointment, service, transfer, or dismissal of all *VENDOR* personnel working at the college.

- G. *VENDOR* shall provide DISTRICT a list of all *VENDOR*'s personnel scheduled to work at the college. All *VENDOR*'s personnel shall be subject to DISTRICT and Irvine Valley College regulations regarding personal behavior and use of Facilities, and shall be subject to exclusion from the Facilities if requested in writing by the DISTRICT for violations thereof. DISTRICT reserves the right to exclude any of *VENDOR*'s personnel with or without reason from the Facilities providing that such request does not violate any applicable federal, state, or local employment laws, and is administered in accordance with *VENDOR*'s personnel policies.
- H. Upon request, *VENDOR* shall attend and participate in monthly Cafeteria Task Force meetings.
- I. *VENDOR* shall be responsible for the following items:
1. All food costs.
 2. All labor costs, Social Security taxes, and unemployment insurance.
 3. All salaries, wages, and employee benefits payable to or on behalf of the *VENDOR*'s employees. All employees (including students) shall be employed by the *VENDOR* in his/her own name, and the *VENDOR* shall hold the DISTRICT harmless from any and all claims, demands or liability on account thereof.
 4. All transportation and vehicle costs required for *VENDOR*'s operation.
 5. All taxes including real estate taxes, applicable and insurance costs incurred by *VENDOR*.
 6. To collect and remit to the State Board of Equalization all sales taxes, where required, generated by the food services program at the College. A copy of the remittance and all gross sales shall be submitted to the DISTRICT at the time of each payment and no less than quarterly. Failure to pay any taxes owed to any governmental body shall be cause for termination of this Agreement.
- J. *VENDOR* agrees that no intoxicating beverages shall be kept, sold, or served upon the premises of the DISTRICT (except amounts required for food preparation, i.e., cooking wine).
- K. On termination of the Agreement, *VENDOR* shall vacate all parts of DISTRICT'S Facilities occupied by it or assignees and shall restore the same to the DISTRICT in the same condition as when originally made available to *VENDOR*, reasonable wear and tear expected. *VENDOR* and DISTRICT shall jointly conduct a closing inventory and inspection, and *VENDOR* shall replace or repair all lost, damaged or destroyed DISTRICT-supplied equipment, supplies or other property.
- L. The following minimum food specifications shall be adhered to:
- | | |
|------------------------------|----------------------------|
| Meats | USDA Choice |
| Poultry and Eggs | USDA Inspected |
| Milk and Dairy Products | USDA Grade A |
| Fresh Fruits and Vegetables | US Fancy or No. 1 |
| Canned Fruits and Vegetables | US Grade A Choice or Fancy |
| Frozen Foods | US Grade A Fancy |

Beverages

National Brands

- M. *VENDOR* shall provide the College with a phone number where they can be reached 24 hours a day, seven days a week, in case of emergencies. *VENDOR* shall also provide an e-mail address for emergency notifications.
- N. *VENDOR* shall provide a \$1,500 scholarship annually through the College's foundation to be used at their discretion for scholarship.

IV. **DISTRICT'S RESPONSIBILITIES**

- A. DISTRICT shall provide an academic calendar for the guidance of the *VENDOR* prior to the beginning of each fiscal year (July 1). DISTRICT and *VENDOR* shall thereafter determine the regular days of operation for each year.
- B. DISTRICT shall make available to the *VENDOR*, for the duration of this Agreement, the existing food services facilities, food vending machine locations and one coffee cart location at Irvine Valley College (these facilities shall be and remain the sole property of the DISTRICT). The DISTRICT, College, and Associated Students of Irvine Valley College shall have the right to use bulletin boards and distribute materials inside the food service facilities at any time in accordance with procedures and limitations established by the DISTRICT and College.
- C. DISTRICT shall furnish the services of maintenance staff when available as required for the proper maintenance and repair of facilities and utilities (including plumbing and wiring).
- D. DISTRICT shall be responsible for and assume the costs of the following:
 - 1. All utilities required for the operation of the food services.
 - 2. Provide building space only for the *VENDOR* to use and maintain.
 - 3. Provide maintenance of outside areas except the areas noted in Section III, paragraph 5 as being the responsibility of the *VENDOR*.
- E. DISTRICT shall provide *VENDOR* office space in the cafeteria. The office shall be for the use of the *VENDOR* during the term of this Agreement.
- F. DISTRICT shall provide all necessary keys to insure that *VENDOR*'s supervisory personnel shall have access to facilities at all times.
- G. DISTRICT shall make available all furniture, fixtures and equipment currently owned by DISTRICT for the provision of food services, as shown in EXHIBIT B.
- H. DISTRICT will provide all building replacement lamps required. This does not include equipment lamp replacement.
- I. When equipment owned by the DISTRICT is no longer functional, College and *VENDOR* will negotiate alternatives. Prior to any/all replacement, *VENDOR* must obtain an independent analysis confirming need and at no cost to the DISTRICT. The brand, model, and quality shall be at the sole discretion of the DISTRICT, but recommendations by the *VENDOR* shall be taken under advisement.

- J. The DISTRICT's single point of contact for all communication and contract negotiations will be the Director of Student Development.

V. **PRICES**

- A. DISTRICT reserves the right to ensure that charges for items sold under this Agreement are not in excess of what would be considered reasonable and in balance to what is being charged at similar college facilities. Furthermore, *VENDOR* warrants that charges for items sold under this Agreement are not in excess of what would be considered reasonable and in balance to what is being charged at similar college facilities.
- B. Changes in the food services menu as requested by *VENDOR* or recommended by DISTRICT may be implemented at any time upon review by Cafeteria Task Force and if mutually agreed by both parties in writing.
- C. Prices may be renegotiated once a year provided the *VENDOR* can prove to the satisfaction of the DISTRICT that costs have increased by that percentage or more during the preceding period. New prices and the date for implementation will be reviewed by the *VENDOR* with the Cafeteria Task Force and the College and mutually agreed upon. *VENDOR* will submit its request for price changes providing sufficient time for the Cafeteria Task Force to review the request before applying the proposed increase. If satisfactory negotiations cannot be consummated, the *VENDOR* or DISTRICT may terminate this Agreement upon ninety (90) days' written notice to the other party.
- D. *VENDOR* agrees to the following percentage price discounts for current ASB cardholders: 1) Ten percent (10%) daily, 2) Twenty percent (20%) one day each month as agreed upon between the Cafeteria Task Force and the *VENDOR*.
- E. Staff and Faculty will be provided with discounted rates for coffee and tea and 20% discounts every Friday off food purchases through the cafeteria.

VI. **PAYMENTS BY VENDOR**

- A. 1. Food Services:
- i. The *VENDOR* agrees to operate all cash sales on a straight profit and loss system, returning to the DISTRICT the greater of:
- A minimum annual commission of \$50,000
- OR*
- 12% commission on net sales (gross sales after sales tax) whichever is greater.
- ii. *VENDOR* shall submit upfront commission upon signing totaling \$10,000 equal to approximately two months commission in advance.
- ii. *VENDOR* shall submit a sales analysis report indicating monthly and year-to-date information. Amount of monthly payments shall be calculated using the above figures as follows:

1. Minimum year-to-date guaranteed
commission:

$\frac{1}{12} \times (\$ \text{ minimum guaranteed}) \times$
number of months =

3. Year-to-date payment:

Enter the greater of 1 or 2 =

4. Less previous payments:

(From line 3 of previous month) =

5. Amount due:

(Line 3 less line 4) =

2. Percentage commission:

(Agreed percentage %) of year-to-date
gross sales less sales tax =

Failure to provide sales analysis reports or failure to pay commissions on time
shall be cause for termination of this Agreement.

- B. Commission payments are due monthly within twenty (20) days after the close of each calendar month.
- C. In the event of a building closure (opening), commissions may be renegotiated after a 30 day period during which the impact is under evaluation by the *VENDOR*. If warranted, *VENDOR* will

provide proposal for modification to the Cafeteria Task Force. A recommendation will be made to the College with a determination provided to the *VENDOR* within ten (10) days after the original presentation to the committee.

VII. **AUTHORIZED VENDOR**

VENDOR will be given first priority for food services for all Associated Students of Irvine Valley College or College-sponsored functions such as banquets, parties, conferences or other special events. *VENDOR* agrees to provide such services if requested by the Associated Students of Irvine Valley College or College and also agrees that the Associated Students of Irvine Valley College or College have the right to obtain catering services from other vendors if they determine that the *VENDOR* cannot provide the variety and quality of services required at reasonable and competitive prices.

A. The following exceptions shall apply:

1. Athletic events snack bar shall be managed by the College clubs.
2. Occasional home-baked-item "bake sales"; ethnic food events; theatre, music, art, speech, etc. sponsored by student or faculty groups and approved by DISTRICT or college administration;
4. Mobile food trucks at construction sites within campus.

C. Also not included in the food services agreement are:

1. All beverage vending machines. The DISTRICT will enter into a separate agreement for beverage vending.

VIII. **LIQUIDATED DAMAGES**

If the cafeteria is not open for business in accordance with this Agreement, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, the *VENDOR* agrees to pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of two hundred dollars (\$200) for each business day of delay until the cafeteria is open for business. This amount shall be in addition to any payments due to or to become due to DISTRICT.

IX. **DISTRICT'S SUBSTITUTE PERFORMANCE**

In the event that *VENDOR* fails, refuses, or neglects to commence and complete promptly and adequately its maintenance obligations or any other necessary repairs of the Facilities or equipment that are its responsibility, the DISTRICT may, but shall not be required to, make or complete such maintenance or repairs and *VENDOR* shall reimburse DISTRICT for all costs and expenses thereby incurred within thirty (30) calendar days after receipt of an invoice from the DISTRICT. If reasonably possible under the circumstances, the DISTRICT shall give *VENDOR* written notice prior to commencement of any substitute performance. Any failure by DISTRICT to give such notice, however, shall not prejudice the DISTRICT's rights hereunder or alter *VENDOR'S* obligations hereunder.

X. **EVALUATION OF SERVICE**

A. The DISTRICT shall have a food service committee to appraise and evaluate the operations of the *VENDOR*. The DISTRICT reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the food service facilities with respect to the quantity and quality of

food sold and served, the methods of service, the prices of a la carte selections, the hours of meal service, and the safety, sanitation, and maintenance of all Facilities.

B. If the committee determines that the cafeteria operation does not meet the requirements of this Agreement, it will notify the *VENDOR* in writing of the complaint, the facts involved, and the solution sought. If the *VENDOR* fails to satisfy the complaint within ten (10) days, the DISTRICT shall have the right to terminate the Agreement in accordance with Section XXII, Paragraph B of this Agreement.

C. *VENDOR's* Certifications, Representations and Warranties.

VENDOR makes the following certifications, representations, and warranties for the benefit of the DISTRICT and *VENDOR* acknowledges and agrees that the DISTRICT, in deciding to engage *VENDOR* pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of *VENDOR's* engagement hereunder:

1. *VENDOR* is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, *VENDOR* has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.
2. *VENDOR*, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

XI. **HEALTH AND SAFETY REGULATIONS**

A. The *VENDOR* shall comply with all federal, state and local health and sanitation regulations relating to personnel and maintenance of the Facilities and shall also comply with any DISTRICT rules and regulations.

B. Failure to comply with this section within ten (10) days of receiving notice from the DISTRICT of a violation shall be cause for termination of the Agreement in accordance with Section XXII, Paragraph B of this Agreement.

C. *VENDOR* understands that Education Code Sections 88004.5, 88021, 88022, 88023, 88024, and 88025, and any other health criteria established by the DISTRICT, are applicable to all persons providing food service management consulting services under this Agreement.

XII. **SUPERVISION COORDINATION**

Food Services *VENDOR* shall provide, at all times, adequate and expert managerial and administrative supervision for its employees. *VENDOR* shall employ a Food Services Manager who shall be assigned to the cafeteria on a full-time basis. The Food Services Manager shall coordinate all activities connected with the provision of services specified in the Agreement and shall meet with the assigned DISTRICT representative(s) on an as-needed basis to coordinate enforcement of DISTRICT/COLLEGE policy, the implementation of suggestions and requests, and the prompt resolution of complaints. It will be the responsibility of *VENDOR* to respond, in writing if so requested, to inquiries, requests for change, and recommendations. Failure to provide adequate supervision shall be cause for termination of this Agreement.

XIII. **PARKING**

Parking at Irvine Valley College by the *VENDOR*'s employees shall be subject to the same regulations and parking fees as apply to college employees generally.

XIV. **INDEPENDENT VENDOR**

VENDOR is and shall at all times be deemed to be an independent *VENDOR* and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and *VENDOR* or any of *VENDOR*'s agents or employees. *VENDOR* assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. *VENDOR*, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

XV. **FINANCIAL RECORDS**

It is expressly understood that the *VENDOR* shall maintain financial records reflecting its operations at Irvine Valley College in accordance with standard accounting practices and procedures and shall make said financial records and supporting data and documents available for inspection, reproduction and audit by the DISTRICT, the DISTRICT's independent auditor or the Office of the Auditor General of the State of California at its request. Records, data and documents shall be retained for five (5) years after the end of each contract year.

XVI. **LICENSES**

It is expressly understood that the *VENDOR* assumes sole responsibility for the observances of, and so observes and complies with all provisions of federal, state, and local laws relating to or governing the operation of food service areas and food vending machines. All licenses and permits shall be obtained, displayed, and paid for by the *VENDOR*.

XVII. **TAXES**

The *VENDOR* assumes complete liability for all taxes applicable to the operations, income and transactions of the *VENDOR*. The DISTRICT shall not be liable and will not make reimbursement to the *VENDOR* for any tax imposed either directly or indirectly upon the *VENDOR* by any authority by reason of this Agreement or otherwise.

XIII. **INSURANCE**

A. The *VENDOR* shall provide, at its sole expense, general liability insurance including operations, contractual, products, and protective liability subject to the following limits:

1. Public Liability Insurance and Products Liability Insurance with limits of \$1,000,000 single person and \$5,000,000 aggregate coverage; \$1,000,000 Employer's Liability Insurance per accident limit for bodily injury and property damage liability; \$1,000,000 products liability; \$1,000,000 for each accident or death; \$500,000 comprehensive automotive liability, injury or death of each person; \$100,000 each accident in a single policy or a combination of an underlying and excess or umbrella-type coverage. *VENDOR* shall furnish a Certificate of Insurance naming the South Orange County Community College District, the Board of Trustees, Irvine Valley College, the Associated

Students of Irvine Valley College and all of their respective officers, agents, employees, and volunteers as certificate holders.

VENDOR shall furnish a separate additional insured endorsement naming all the above-mentioned persons and institutions as additional insured.

2. Worker's Compensation Insurance covering all *VENDOR*'s employees connected with the performance of food service and food vending machine operations.
- B. These policies shall name the DISTRICT as an additional insured to the extent indemnified and shall provide an endorsement stating the necessity of thirty (30) days' written notice to the DISTRICT before cancellation, reduction or other modification of coverage. These policies shall be primary and non-contributing with any insurance carried by the DISTRICT and shall contain a severability of interests clause with respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Certificates of the above policies shall be furnished to the DISTRICT, together with copies of receipts for all premium payments made thereon.
- C. DISTRICT shall keep its buildings, including the Premises and all property contained therein, insured against loss or damage from fire, explosion or other cause normally covered by standard broad form property insurance policies.

XIX. HOLD HARMLESS CLAUSE

- A. The *VENDOR* agrees to indemnify and hold harmless the DISTRICT, the College, the Board of Trustees, Associated Students of Irvine Valley College, and all of their respective officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
1. Liability for damages for (i) death or bodily injury to person(s); (ii) injury to, loss or theft of property; or (iii) any other loss, damage or expense arising under either (i) or (ii) above, sustained by the *VENDOR* upon or in connection with the operations and services called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, the College, the Board of Trustees, Associated Students of Irvine Valley College or their officers, employees or agents.
 2. Liability for damages for injury to or death of any person(s) or damage to or loss or theft of any property caused by any act, neglect, default of the *VENDOR*, its employees or agents, arising out of, or in any way connected with the operations and services covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property.
- B. The *VENDOR*, at *VENDOR*'s own expense, cost, and risk shall defend at DISTRICT's request, any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, the College, the Board of Trustees, Associated Students of Irvine Valley College or their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, the College, the Board of Trustees, Associated Students of Irvine Valley College or their officers, agents or employees in any action, suit or other proceedings as a result thereof.

XX. **ASSIGNMENT/ADVERTISEMENT**

- A. This Agreement shall not be assigned by either party in whole or in part for food services without the express written consent of the other party, nor shall the *VENDOR* have the right to authorize or permit the use of DISTRICT Facilities by third parties without the express written consent of the DISTRICT, and the *VENDOR* shall not use Facilities for purposes not relating to DISTRICT activities without prior written consent of the DISTRICT.
- B. In no instance shall the DISTRICT name be used by the *VENDOR* in connection with any advertising or promotions without the specific prior written consent of the DISTRICT.
- C. *VENDOR* is responsible for any associated advertising costs.
 - 1. Advertising is at the discretion of the *VENDOR* subject to approval by the DISTRICT which shall not be unreasonably withheld.

XXI. **TERMINATION**

- A. Either party shall have the right to terminate the Agreement for any reason upon one-hundred-twenty (120) days' prior written notice to the other party.
- B. If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.
- C. In the event that the *VENDOR* fails to maintain and keep in force general liability insurance, worker's compensation insurance or any licenses and permits as required, the DISTRICT shall have the right to cancel and terminate this Agreement forthwith and without notice.

XII. **AMENDMENT**

The terms, conditions, rates and provisions of the Agreement between the DISTRICT and *VENDOR* may be amended by mutual consent of the parties from time to time by written modification only.

XXIII. **FORCE MAJEURE**

VENDOR shall notify the DISTRICT immediately of any material delay in performance of specified service or operations and shall specify in writing the proposed revised performance date within five (5) days after the notice of delay. *VENDOR* shall not be liable for delays in performance due to causes beyond its reasonable control, but it will be liable for delays due to its fault or negligence.

XXIV. **NOTICE**

Any notice required under the contract shall be in writing and may either be given by personal delivery or sent by certified mail to the following:

VENDOR:

Roy McDonald, James Gau and Cindy Gau

S&B Foods

6282 Riviera Circle

Long Beach, CA 90815

DISTRICT:

David Bugay, Ph.D.

Interim Vice Chancellor, Business Services

South Orange County Community College District

28000 Marguerite Parkway

Mission Viejo, CA 92692-3635

XXV. NON-DISCRIMINATION

In the performance of this Agreement, the *VENDOR* shall not discriminate against any person, employee, or applicant for employment and/or service because of race, creed, color, sex, handicap, or national origin; and shall comply with all federal, state, and local laws, regulations, and ordinances regarding equal employment opportunities.

XXVI. COMPREHENSIVENESS

- A. If any provision of the Agreement as applied to either party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provisions of the Agreement or its validity or enforceability.
- B. The complete Agreement shall include the Request for Proposals and *VENDOR*'s Proposal, all bonds, this Agreement and all amendments thereto, Exhibits A and B. The contract documents are complementary and what is called for by any one shall be as binding as if called for by all. In the case of conflict, the terms and conditions of this mutually agreed upon Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

S&B FOODS

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By

(Signature)

(Print Name)

(Title)

Tax Payer ID:

By

(Signature)

David Bugay, Ph.D.

(Print Name)

Acting Vice Chancellor of Business Services

(Title)

Exhibit A
Hours of Operation

When classes are in session:

Monday-Thursday	7:00 am – 9:00 pm
Friday	7:00 am – 2:00 pm

When classes are not in session:

Monday – Thursday	7:30 am – 1:30 pm
Friday	7:30 am – Noon

The facility will be closed when the campus is closed.

VENDOR will be available for catering College and District events at any time on any day of the week.

Exhibit B
Existing Equipment List

College Owned

- Three stainless steel tables located in kitchen
- Two beige tables located in the server
- Pretzel Warmer
- Two snack racks
- Soup server
- Bev Air glass one door cooler
- Numerous steam table pans
- Numerous big pots and pans
- Knife holder
- Numerous small wares
- Menu signs
- Cafeteria trays
- Two cup dispensers
- Four Carts
- Lays Chips racks
- Stoves
- Walk in Refrigerator
- Freezer
- Stainless Steel Sink(s)
- Prep stations
- Tables/Chairs
- Ice Machine
- Moveable Ice/drink containers (green -3)

S&B Owned

- Other small wares
- All big pots & pans
- Outside Refrigerator
- Inside Refrigerator
- Coffee/ drink machines – vendors
- Menu signs
- Food Vending machines
- Coffee Cart

Exhibit C

Sample Catering and Cafeteria Menus

See Attached

S&B FOODS

FOOD SERVICE PROGRAM

IRVINE VALLEY COLLEGE

2011 CATERING MENUS

Contact: Cindy or James Gau

Email address: ivccafeteria@ivc.edu

Phone Number: (949) 451-5448 or (626) 383-8011

Fax Number: (949) 451 - 5549

“We’re here to serve!”



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CATERING ORDER PROCEDURES

CATERING ORDER FORMS

Please contact the Catering Department to obtain a Catering Order Form. All areas must be completed and retain a copy for your files. You can email your order to a designated address to be determined. You may also contact the Catering Manager directly by phone (949) 451 – 5448. **Note: All orders must be confirmed by both Client and Catering Manager.** An original catering order form from the Catering Department with Requisition number or P.O. number with signature will stand as a booked event. Cash or Check payments must be paid prior to date of Event.

LABOR CHARGES

Any servers that are requested for an event will be billed at \$25 per hour per server.

TIME CONSTRAINT REQUIREMENTS

Lead Time required for service: Coffee/Service/Afternoon breaks (1 week); Breakfast/Lunch (1 week); Dinner/Special Functions (2 weeks). In order for the College Catering Department to ensure proper catering service and food quality these guidelines must be adhered to. Any other special requests (after business hours, weekends and off shift) must be coordinated through the Catering Department. **An additional Labor Charge will apply to any type of food service that is considered a special request. No same day service please.**

MENU SELECTION

The event guaranteed guest count is required (3) business days prior to the event by noon and is not subject to reduction. Clients must provide a Requisition number or P.O. number upon confirmation of menu and guest guarantee. Any changes to the original menu selection must be made at least 48 hours in advance. A change in the menu will result in an additional charge.

If multiple entrees are requested, the following stipulations will apply:

- 1.) There will be a \$2.00 additional charge per person
- 2.) Normal guarantee procedure is required with indication of each entrée.

LEFTOVER FOOD

Due to insurance regulations, no remaining food and beverages may be removed from the premises. At the conclusion of the function, food/beverage/utensils etc. become the property of the Catering Department. Also due to health code regulations our buffets are designed to stay open for one hour. After that time Catering Staff will remove food. Unless otherwise specified prior to event/meeting.

CANCELLATION POLICY

All cancellations must be received at least 48 hours prior to the event in writing to the Catering Manager. Failure to notify the department of meeting/event cancellation the following charges apply:

- 1.) 0 day Notice – Charged 100% of Event Invoice
- 2.) Day of Event – Charged 100% of Event Invoice
- 3.) 1 day Notice – Charged 50% of Event Invoice

CATERING ORDER PROCEDURES (CONT.)

CAKE CUTTING

The Cafeteria Catering Department will pre-arrange the presentation, cutting and service of your cake for \$1.00 per person. Additional charges will apply for cake plates and utensils at \$1.25.

PAYMENT PROCEDURES

Upon placement of catering order, you will have a tentative booked catering estimate and receive it via fax. Please verify order and sign and fax back with requisition number. **YOUR ORDER WILL NOT BE CONFIRMED WITHOUT A REQUISITION NUMBER.** After event is completed a final invoice will be generated and sent to the appropriate billing department for payment.

***Note Sales tax of 8.75% will be charged on all food and beverage items. No discounts please.

À LA CARTE

BEVERAGES

Starbucks Coffee (per gallon).....	\$7.95
Starbucks Decaf Coffee (per gallon).....	\$ 7.95
Hot Tea (per gallon).....	\$ 3.75
Beverages (by the gallon).....	\$ 6.25
(orange juice, cranberry juice, lemonade, ice tea, and punch)	
Bottled Fruit Juice (10 oz.).....	\$ 1.25
Snapple.....	\$ 1.50
Soft Drinks.....	\$ 1.25
Bottled Water.....	\$ 1.00
Mineral Water (Perrier).....	\$ 2.25

PASTRIES

Assorted Danish (large).....	\$10.00 per dz.
Assorted Danish (small).....	\$ 7.00 per dz.
Assorted Muffins.....	\$10.00 per dz.
Mini Muffins.....	\$ 7.50 per dz.
Bagels w/Cream Cheese.....	\$13.50 per dz.
Donuts.....	\$ 8.00 per dz.
Croissants.....	\$ 1.50 each
Pecan Cinnamon Rolls.....	\$ 1.50 each
Fruit Yogurt.....	\$ 1.25 each
Assorted Cookies.....	\$ 7.00 per dz.
Brownies.....	\$10.00 per dz.
Coffee Cake.....	\$ 1.50 each
Chocolate Croissant Twists.....	\$ 1.95 each
Assorted Dessert Bars (lemon, apricot, pecan, cheese).....	\$15.50 per dz.

SPECIAL SERVICES

China & Silver Service (per setting).....	\$2.25 per
Plastic Utensils.....	\$ 0.25/each
Plastic Cake Plates.....	\$ 0.25/each
Plastic Dinner Plates.....	\$ 0.45/each
Cloth Linen (white or blue).....	\$ 6.50/each
Cloth Linen (all other colors w/3 day notice).....	\$ 8.00/each
Cloth Napkins.....	\$ 0.60/each
Round Table Cloth (3 day notice).....	\$14.00/each
Punch Fountain.....	\$ 75.00

The above Special Service item prices are subject to change without notice

À La Carte Appetizers

Hot Appetizers

Barbecued Flavored Meatballs (allow 5 per person) \$ 1.25 per person
Chicken Tenders includes your choice of 2 sauces (allow 2 per person) \$ 1.75 per person

- honey mustard
- spicy herb
- ranch
- buffalo ranch
- smoky BBQ
- sweet & sour with pineapple

Assorted Flavored wings served with spicy herb ranch dipping sauce (allow 4 per person) \$ 1.75 per person

- Tequila lime chicken wings
- Asian style chicken wings
- Flaming hot wings

Egg rolls with choice of pork & vegetable, chicken, or veggie only (allow 2 per person) \$ 2.50 per person

Egg rolls served with mango chutney or sweet & sour pineapple sauce for dipping.

Potstickers (allow 3 per person) served with mango chutney or sweet & sour sauce \$ 2.50 per person

Tempura Style Vegetables (allow 5 per person) with ranch dipping sauce \$ 2.50 per person

Shrimp Tempura (allow one per person) with dipping sauce \$ 1.25 each

Smoked Chicken Quesadilla (allow 3 per person) \$ 2.25 per person

Includes guacamole, sour cream, & salsa

Taquitos (allow 5 per person) \$ 1.75 per person

Includes guacamole, sour cream, & salsa

Assorted Mini Quiche and Spanikopita (allow 3 per person) \$ 1.50 per person

Cold Appetizers

Mini Sandwiches on croissants or sliced triangle bread (allow 3 halves per person)

(Grilled vegetable with sun dried tomato pesto, turkey & provolone with dijionaise, roast beef & cheddar with horseradish spread, egg salad with green onion, chicken salad) \$ 2.25 per person

Crudités Assorted Vegetables \$ 2.00 per person

Salami & Cheese & Crackers \$ 2.50 per person

Seasonal Fresh Fruit \$ 2.25 per person

Sushi: California Rolls or Tempura Rolls (8 pieces) \$10.00 per roll

Includes wasabi and soy sauce

Bruschetta (Toast points with a blend of Roma tomatoes, garlic, basil, & olive oil)

Small (3 per person) \$ 1.25 per person

Large (2 per person) \$ 1.75 per person

Chilled Shrimp Platter includes lemon wedges & cocktail sauce \$80.00 per platter

Serves 25 people

COLD LUNCHEON FARE

BACK TO BASIC BOX LUNCH

A hearty Sandwich (Turkey, Ham, Tuna, Chicken) with Whole Fruit, Chips, a Fresh Baked Cookie
And Soft Drink.....\$6.00

GRAB & GO

Assortment of Hearty Sandwiches on platters with Assorted Breads, lettuce, tomatoes.....\$6.95
Your choice of 1 salad: macaroni, pasta, potato, green, chips, whole fruit, cookies and cold beverages

DELI STACKS

Assorted Meats and Cheese arranged on platters served with Sandwich Spreads, Antipasto Relish Tray, Condiments,
Fresh Baked Breads and Rolls, Choice of Salad, Cookies or Brownies, Assorted beverages.....\$8.25

UNDER WRAPS

Choice of Chicken Caesar, Roast Beef, with horseradish sour cream, roasted turkey with dijonaise,
Grilled vegetables with sun dried tomato pesto spread, wrapped in flour tortillas with spinach and baby greens,
And Roma tomatoes with choice of salad, cookies or brownies, and assorted beverages.....\$7.95

SPECTACULAR SALADS

All salads served with Dessert and Beverage. Served in individual containers for easy distribution with assorted breads.

IRVINE VALLEY SPRING SALAD

Romaine salad with dried cranberries, goat cheese, sunflower seeds, cucumbers, tomatoes, and homemade
pita croutons and Raspberry Vinaigrette Dressing.....\$6.95

CALIFORNIA COBB

Avocado, Bleu Cheese, Hard-Cooked Egg, Tomato, Bacon and Turkey arranged on a bed of lettuce with
Your choice of Dressing.....\$7.50

CHINESE CHICKEN SALAD

Marinated and Grilled Boneless Chicken Breast on top of Shredded Lettuce and Napa Cabbage with Rice Noodles
Peanuts, Oriental Vegetables, garnished with Mandarin Oranges served with Spicy Hunan Dressing.....\$7.50

GRILLED CHICKEN CAESAR SALAD

Romaine Lettuce served with Caesar Dressing, Parmesan Cheese and Grilled Chicken topped
With Croutons.....\$7.50

LETTUCE WRAPS

Butter lettuce wraps with minced pine nuts, grilled tofu, and green onion and your choice of mushroom,
chicken, or beef.....\$7.95

PEAR GORGONZOLA SALAD

Romaine or Spinach lettuce combined with fresh cut pears and sprinkled with gorgonzola cheese, and
Candied walnuts, and pancetta.....\$7.95

EARLY RISER BREAKFAST BUFFET

EARLY BIRD SPECIAL

Assorted Muffins, Mini Bagels with Cream Cheese, Butter, & Fruit Preserves, Assorted Fruit Juices, and Coffee Service with Gourmet Teas.....\$4.00

CONTINENTAL BREAKFAST

Mini Fruit Platters, Gourmet Breakfast Pastries, Mini Muffins, Assorted Fruit Juice, Coffee Service, Gourmet Teas...\$5.95

DELUXE BREAKFAST

Fluffy Scrambled Eggs, Smoked Bacon and Sausage links or Sausage Patties, Home-style Potatoes, Assorted breakfast breads, Assorted Fruit Juices, Coffee Service with Gourmet Teas.....\$8.50
Add Fruit.....\$1.00 p.p.

GOOD EARTH BREAKFAST

Granola with yogurt and fresh fruit coffee, assorted fruit juice and gourmet teas.....\$4.95

PRESIDENTIAL CONTINENTAL BREAKFAST

Assorted Gourmet Petite Breakfast Pastries, Gourmet Bagels with Cream Cheese, Mini muffins, assorted fruit Yogurts, Brochettes of Fresh Fruit, Assorted Fruit Juices, Coffee service and gourmet teas.....\$8.25

AFTERNOON BREAKS

SNACK PACK

Whole fruit, individual cheese wraps, granola bars, and assorted drinks.....\$4.95

CAMPUS SNACK BREAK

Fruit platter, assorted cookies, brownies, and lemon bars, assorted sodas, coffee, and tea.....\$6.95

POWER-UP BREAK

Power Bars, Granola Bars, Whole Fruit, Assorted Gatorade and bottled water.....\$6.50

CAMPUS COOKOUTS

ALL AMERICAN BBQ

¼ lb. Hamburgers/Cheeseburgers or ¼ lb. Hebrew National Hot Dog or 4 oz. Chicken Breast also includes traditional condiments, with BBQ beans, potato salad, oatmeal raisin & walnut cookies or your choice of cookie.

Possible Alternatives to the above entrées: turkey hot dogs, garden burger, polish dog, or chicken sausage.

Your choice of One entrée only \$6.50 per person

Your choice of Two entrees only \$8.50 per person

Your choice of a Third entrée for only \$9.25 per person

LOUISIANA STYLE BBQ

Baby Back Ribs with tangy BBQ sauce includes BBQ beans, Rice pilaf, corn bread, ranch salad, apple pie and strawberry lemonade..... \$10.25 per person

FIESTA STYLE BBQ

Carne Asada (grilled flat steak), corn or flour tortillas, Spanish rice, Refried black or pinto beans, Creamy cilantro romaine salad, salsa, lettuce, cheese, traditional assorted cookies, and assorted sodas.....\$8.50 per person

SOUTHERN STYLE BBQ

Fried Chicken, macaroni & cheese, fresh fruit, corn bread, apple pie, and assorted drinks.....\$8.50 per person

TEXAS STYLE BBQ

Boneless BBQ Pork Rib, served as sandwich or combo plate with choice of two sides: cole slaw, macaroni Salad, potato salad, BBQ beans, garlic mashed, and green beans. Served with peach cobbler and Assorted drinks.....\$8.75 per person

TRADITIONAL ALTERNATIVES

FIESTA PACKAGE #1

Steak or Grilled Chicken Fajitas, black, pinto, or refried beans, Ranchero rice, tossed creamy cilantro or ranch salad
Your choice of cookies or brownies and assorted beverages..... \$8.00 per person

FIESTA PACKAGE #2

Taco and Tostado Bar with ground beef or chicken with salsa, sour cream, lettuce, and cheese, your choice of refried, pinto, or black beans, and Ranchero rice with tossed creamy cilantro or ranch salad. Your choice of cookies or brownies, and Assorted beverages..... \$8.00 per person

FIESTA PACKAGE #3

Chicken and Cheese Enchiladas with Ranchero rice, your choice of refried, pinto, or black beans with salsa, sour cream, lettuce, and cheese, also included tossed creamy cilantro or ranch salad. Your choice of cookies or brownies and Assorted beverages..... \$8.00 per person

ASIAN FUSION

Pick one Entrée for \$10.00 or Combo it for an Additional \$2.00 per person.

Your choice of Orange Chicken, Kung Pao Chicken, or Teriyaki Chicken

All entrees are accompanied with Chow Mein, Steamed Rice, Egg Rolls, Tossed Mandarin Salad, and Fortune Cookies
Beverage of your choice and Hot Green Tea included.

MIDDLE EASTERN FARE

2011 CAFETERIA MENU

BREAKFAST

LUNCH

GRILL ITEMS

DESSERT

BEVERAGES

Breakfast Items

Breakfast Burritos	\$3.95
Breakfast Burritos W/No Meat	\$3.50
Breakfast Sandwich	\$3.50
Bagel or Croissant Sandwich	\$3.95
Breakfast Plate Comb	\$4.25
Add addition items	\$1.25
Huevos Rancheros	\$4.25
Egg & Cheese Quesadilla	\$3.25

Omelets:

1. Items	\$3.00
2. Items	\$3.75
3. Items	\$4.50

Hot Off the Grill

Hamburger	\$2.75
Cheeseburger	\$3.00
Patty melt	\$3.95
Philly Cheesesteak	\$4.25
Grill Chicken Sandwich	\$4.25
Hot Dog	\$2.65
Grill Cheese	\$2.95
Pastrami & Provolone	\$4.50
Turkey Burger	\$3.95
Garlic & Herb Fries	\$2.00
Onion Rings	\$2.25
Chicken Tenders	\$2.50
Chicken Tenders & French fry	\$4.00

Sandwiches & Wraps

Tuna Salad-----	\$4.75	Roast Beef & Cheddar-----	\$4.75
Chicken Salad-----	\$4.75	BLT-----	\$4.50
Vegetarian Wrap-----	\$4.75	BLAT-----	\$4.50
Tuna melt-----	\$4.75	Turkey Provolone-----	\$4.75
Sandwich only-----	\$4.25	Ham & Swiss-----	\$4.75

Gourmet Salad

Chicken Caesar-----	\$4.95
Salmon Caesar-----	\$4.95
Grilled Shrimp-----	\$4.95
Trio Sampler-----	\$4.95
Cobb Salad-----	\$4.95

South of the Border

Burritos-----	\$3.95
Taco-----	\$2.25
Taco Combo W/Rice & Beans-----	\$4.75
Cheese Quesadilla-----	\$2.75
Chicken Quesadilla-----	\$3.75
Asada Quesadilla-----	\$3.75
Ground Beef Quesadilla-----	\$3.75
Tostadas-----	\$4.25

Mediterranean & Veggie

Salafel Plate-----	\$4.25	Chicken Tawook-----	\$4.25
Fried potatoes-----	\$3.25	Panini-----	\$4.85
Polyc Sautéed Zucchini-----	\$3.25	Chicken Teriyaki or Veggie Bowl-----	\$4.25

Ice Cream

Ice Cream Sandwich	\$1.00
Push Ups	\$1.00
Eskimo Pie	\$1.50
Drumstick	\$2.00
Butterfinger bar	\$2.00
Nestle Crunch Bar	\$2.00
Loaded Tollhouse Bar	\$2.00
Strawberry Shortcake bar	\$2.00
Hagen Dazs Cups	\$2.00
Tollhouse Vanilla Sandwich	\$2.95
Dibs	\$2.95
Hagen Dozs bar	\$2.95

Chips & Snacks

Chip	\$1.00
Cup Noodle	\$1.25
Cereal	\$1.50
Bon Appetite	\$1.75
Snack	\$1.50
Beef Turkey	\$2.80
Energy bar	\$2.00
Candy	\$1.00
Nature Valley	\$1.00
Gum	\$1.25
Fruit	\$0.75

Dairy Cooler Prices

Alta Dena Milk	\$1.75
Pearl Soy Milk	\$2.25
Dannon Frusion	\$2.25
Yoplait	\$1.50
Yoplait Parfait	\$2.75
Cream Cheese	\$0.25

Beverage Boulevard

Starbucks Coffee-----Small-----\$1.50

Med-----\$1.75

Large-----\$1.95

Hot Tea-----Per Bag-----\$1.25

Fountain Soda & Tazo Iced Tea-----Small-----\$1.35

Med-----\$1.75

Large-----\$2.00

Bottles Drink

Coke-----\$1.50

Bottle Water-----\$1.50

Gatorade-----\$1.50

Vitamin Water-----\$2.25

Starbuck-----\$2.25

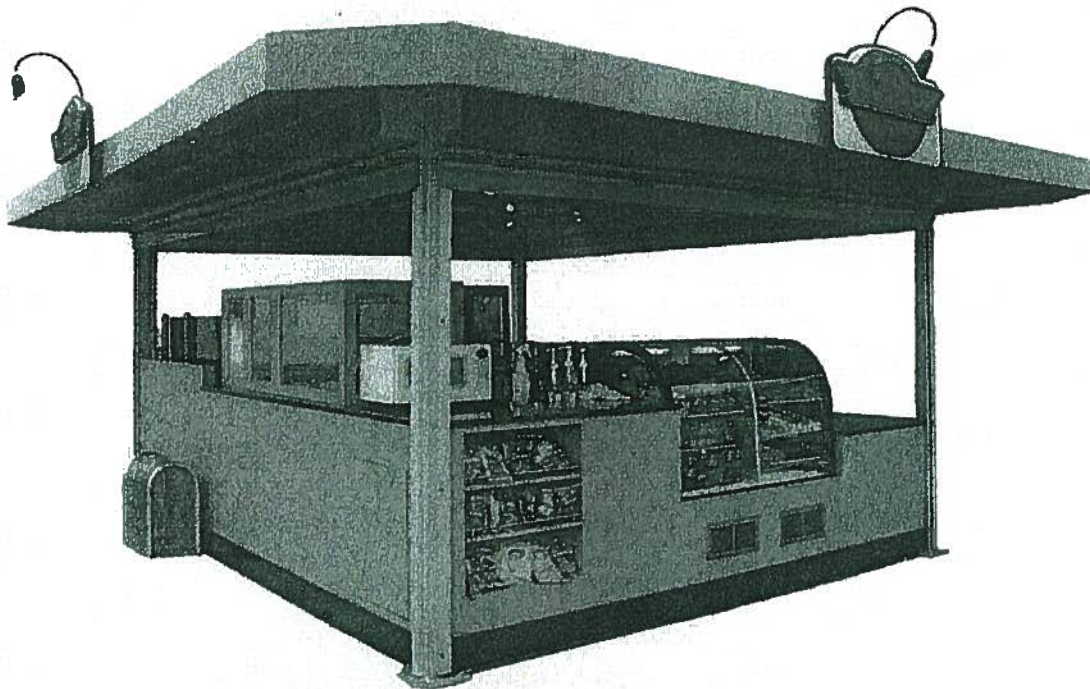
Energy Drink-----\$2.75

Sobe-----\$2.25

Ice Tea-----\$2.25

Exhibit D
Coffee Cart/Kiosk

COFFEE KIOSK



This is an example of what S&B Foods would like to purchase to replace the current coffee cart after execution of the contract.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Irvine Valley College: Award of Bid: Beverage Supplier/Promotion Agreement

ACTION: Approval

BACKGROUND

The current agreement for the Beverage Supplier contractor at Irvine Valley College expires on June 30, 2011.

STATUS

On January 24, 2011, three vendors attended a mandatory pre-proposal meeting for Bid No. 302, to obtain a three year Beverage Supplier/Promotion Agreement with two one-year extensions. Two vendors provided proposals that were opened on February 17, 2011. Irvine Valley College Cafeteria Task Force evaluated the proposal and recommends awarding the bid to Bottling Group, LLC, purveyor of Pepsi products, based on the superior quality of their service and products and their partnership value to the college. The President supports the recommendation.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve a three year agreement (EXHIBIT A) with two one-year extensions with Bottling Group, LLC for the Beverage Supplier/Promotion Agreement at Irvine Valley College campus.

BEVERAGE VENDING AGREEMENT, IRVINE VALLEY COLLEGE

This Agreement is made effective as of July 1, 2011 (the "Effective Date"), by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter called the "DISTRICT", and Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 27717 Aliso Creek Road, Aliso Viejo, CA, 92656 hereinafter called "PEPSI" for Irvine Valley College (the "College") campus having its principal place of business at 5500 Irvine Center Drive, Irvine, CA 92618.

RECITALS

WHEREAS, PEPSI is experienced in installing, operating, servicing and maintaining equipment for dispensing beverage products.

WHEREAS, PEPSI desires the right to be the exclusive supplier of beverage vending products to the Irvine Valley College.

WHEREAS, PEPSI has submitted a bid in response to an invitation to bid issued by the DISTRICT for the exclusive right to dispense beverage products at Irvine Valley College.

WHEREAS, the DISTRICT has determined that it is in the best interests of the DISTRICT to contract with PEPSI to provide services for the sale of beverage products at Irvine Valley College.

WHEREAS, the parties desire to confirm the terms and conditions under which the DISTRICT will contract with PEPSI to install, operate, service, and maintain all equipment dispensing beverage products at Irvine Valley College.

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

AGREEMENT

1. Definitions

- (a) "Agreement Year" means each twelve-month period beginning with the first day of the Term.
- (b) "Beverage" or "Beverages" means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed (including but not limited to Packaged Products, LCT, FBs all of which are defined below), within the following categories: (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) bottled or canned water whether carbonated or still (spring, mineral or purified), (viii) liquid concentrate teas ("LCT"), (ix) frozen carbonated and non-carbonated beverages (including the Polar Shock brands)("FB"); and (x) any future categories of nonalcoholic beverage products that may be distributed by Pepsi. Milk, coffee and hot chocolate shall be specifically excluded from the definition of Beverages and will be made available through a separate vendor.
- (c) "Campus" means the entire premises of the Irvine Valley College including all athletic facilities, buildings, the grounds, parking lots, dining facilities, snack bars, food carts, bookstores and concession stands, and, for each building, the grounds, parking lots, dining facilities, unbranded food service outlets and vending areas and the facilities known as the Advanced Technology & Education Park located at 15445 Lansdowne, Tustin, CA 92782 ("ATEP"). For purposes of defining exclusivity, the Irvine Valley College Food Service locations, specifically, the

cafeteria located in the Student Services Building (the "Cafeteria"), are included in the definition of Campus, however, Pepsi's rights with regard to the supply of Packaged Product in the Cafeteria are non-exclusive as further defined herein. Postmix Products served in the Cafeteria will remain exclusively Pepsi Products.

- (d) "Cases" shall mean the number of cases of Packaged Products purchased by the Customer from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.
- (e) "Gallons" shall mean the number of gallons of the Postmix Products purchased by the Customer from Pepsi.
- (f) "Competitive Products" mean any and all Beverages other than Products (as defined herein).
- (g) "Products" shall mean Postmix Products and Packaged Products manufactured, bottled, sold and/or distributed by PEPSI.
- (h) "College Year" means consecutive calendar days running from July 1 of a year through June 30 of the following year.
- (i) "Team" or "Team(s)" means all interscholastic athletic teams associated with the Irvine Valley College.
- (j) "College Marks" shall mean the College's characters, name, each team's name, colors and uniforms, and emblems and all trade names, trademarks, service marks, designs, logos, mascots, characters, identifications, symbols and other proprietary designations that are in existence on the Effective Date which are owned, licensed or otherwise controlled by the College and which relate to the Campus and the Teams
- (k) "Contract Documents": The contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto: "Irvine Valley College Beverage Vending Agreement" and "Request for Proposal." In the case of conflict or inconsistencies, the order of precedence shall be "Irvine Valley College Beverage Vending Agreement" as priority one and "Request for Proposal" as priority two.
- (l) "Equipment" means the following types of equipment owned and operated by Pepsi and used to sell or dispense the Products: (1) full service vending machines ("Vending Machines"); (2) retail single-serve food service equipment and (3) fountain service equipment.
- (m) "Food Service Provider" shall mean any food service provider or any food service provider which may serve at the Facilities at any point during the Term.
- (n) "Packaged Products" shall mean Beverages that are distributed in pre-packaged form (i.e., Bottles & Cans). A current list of Pepsi's Packaged Products is found in attached Exhibit A which may be amended by Pepsi from time to time.
- (o) "Postmix Products" shall mean beverage products used to create and dispense fountain beverages. A current list of Pepsi's Postmix Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

2. **Term**

The term of this Agreement shall be the three (3) year period beginning on the Effective Date hereof and ending on June 30, 2014 with two (2) one (1) year options for renewal under the same terms and conditions ("Term") unless sooner terminated as provided herein. Either party may choose not to exercise a renewal option by providing the other party with sixty (60) days written notice prior to the start of the renewal period. Option to renew will become effective upon College notification.

3. **Renewal**

Both parties understand that at the termination of a five (5) year term the DISTRICT is required to send out requests for bids. After a five year term there is no possibility for automatic renewal. The DISTRICT will send out the request for bids to interested parties at least thirty (30) days prior to the expiration of the Term.

4. **Exclusive Beverage Availability Rights**

The DISTRICT hereby grants to PEPSI the following Beverage availability rights:

(a) Except as provided herein, PEPSI shall have the exclusive right to make Beverages available for sale and distribution on Campus through Vending Machines, through the Cafeteria, all concessions and retail locations, including the bookstore and all other special events conducted at any location on the Campus ("Special Events"). Though not required, College will recommend all Pepsi Beverages to be sold at athletic events or contests, and booster club activities. Subject to the terms and conditions set forth in this Agreement, the DISTRICT agrees that Products shall be the exclusive Beverages sold, dispensed or served or available on the Campus. The only exception to PEPSI's exclusive Beverage rights at the Campus is with regard to the Cafeteria. PEPSI shall have the right to 100% of Postmix Products sold in the Cafeteria and the right to 75% of the shelf space allocated to Packaged Products sold in the Cafeteria

(b) PEPSI shall have the exclusive right to install Vending Machines throughout the Campus. After coordination and agreement with Irvine Valley College, PEPSI may have the right to install additional Vending Machines in buildings and facilities acquired and/or constructed by the Irvine Valley College after the date of this Agreement and per mutual agreement between VENDOR and Irvine Valley College. PEPSI shall install the Vending Machines at its sole expense including the addition of any necessary power and water connections as coordinated with the College with respect to location of such installation of Vending Machines through Irvine Valley College. The DISTRICT will provide ongoing power and water service to the Equipment. PEPSI shall have the right to place full trademark panels on all sides of its Vending Machines. PEPSI shall retain title to all Vending Machines.

5. **Pricing and Products**

(a) Vending Products to be offered are certain Products as determined by PEPSI from time to time. The vend prices are listed in attached Exhibit B.

(b) DISTRICT shall require College, the Food Service Provider, concessionaires and other third parties selling Products on Campus to purchase all Products directly from Pepsi at prices established pursuant to this Agreement. Initial Postmix Product and Packaged Product pricing for Agreement Year One is listed in attached Exhibit A. Pricing is subject to change throughout the Term of this Agreement and shall be competitive with pricing for similar PEPSI accounts in the geographic area. PEPSI shall notify Irvine Valley College in writing prior to the implementation of any price change.

6. **Marketing Rights**

- a) The DISTRICT grants to PEPSI the following promotional rights, which are exclusive as to Beverages, to:
- i) Market and promote Beverages in connection with the Campus and the Teams including the use, subject to Section 4, of the College Marks on a royalty-free basis. College acknowledges and agrees that such promotional activities may be conducted in conjunction with PEPSI customers; and PEPSI will have the right to incorporate its customers' marks with the College Marks on any advertising, point of sale, packaging, or premium items or materials. College hereby grants PEPSI license to use the College Marks on a royalty-free basis for the purposes of promoting Products as provided herein.
 - ii) Refer to PEPSI in any of its marketing materials as a "sponsor" of the Campus, the College and/or the Teams, and refer to any brand of Products in any of PEPSI marketing materials as the "official" Beverage of the Campus, College or the Teams.
 - iii) Undertake Beverage promotions at or in connection with the Campus and/or the Teams, including offering Products in promotional packaging bearing the College Marks on a royalty-free basis.
 - iv) Create or market for retail sale merchandise incorporating the College Marks and trademarks of Products.
 - v) Customer agrees that PEPSI's trademarks for Products may be listed on the menu boards at the concession locations in which Products are served at the Campus. All brand identification containing PEPSI trademarks and/or service marks for menu boards set forth herein will be installed by the College at the College's sole cost and expense.
- b) The District grants to PEPSI the following exclusive merchandising rights:
- i) College agrees that all Postmix Products dispensed on the Campus in disposable cups will be served in approved PEPSI-identified biodegradable cups ("Approved Cups").
 - ii) Materials promoting the Products at the point of sale on the Campus, which will include translites and pictorials on dispensing equipment depicting Approved Cups and Products, will be clearly visible to the purchasing public.
 - iii) Product trademarks will be prominently displayed on each Beverage Vending Machine on the Campus.
 - iv) College shall pre-approve (i) the concept for any promotional activity undertaken hereunder; and (ii) any artwork or other items created by PEPSI for use in promotional activities or otherwise in accordance with the terms of this Agreement and the incorporation of the College Marks. DISTRICT agrees that its approval hereunder will not be unreasonably withheld.
 - v) College agrees that it will not, directly or indirectly (nor will College permit anyone to whom College has granted promotional, advertising, or other rights,) maintain any agreement or relationship pursuant to which any Competitive Products are associated with the College, the Campus, or the Teams. Nothing contained herein will prevent the sale of bottle and can Competitive Products in the Cafeteria to the percentage set forth in Section 4(a) herein nor will it prevent the on-campus consumption by students, faculty or their guests of Competitive Products purchased outside the Campus.
 - vi) Customer agrees to permit to conduct, at PEPSI's sole cost and expense, limited sampling of students at the Campus in a form and manner as specifically authorized and approved by the College and in accordance with rules and procedures established by the College, in its sole discretion, as may be amended or supplemented from time to time by the College.

6. **Consideration**

In consideration of the exclusive rights granted in this Agreement, PEPSI shall pay to the DISTRICT the following:

- (a) An annual sponsorship fee, payable annually commencing forty five (45) days from the signing of this Agreement by both parties and each anniversary date thereafter until the end of the Term of the Agreement, including those years where one year options are taken, in the amounts specified below not to exceed five (5) consecutive payments as follows (the "Annual Sponsorship Fee"):

Agreement Year	Applicable Time Period	Amount*	Due Date: within 60 days after:
1	July 1, 2011 – June 30, 2012	\$18,000	Execution of Agreement by parties.
2	July 1, 2012 – June 30, 2013	\$18,000	July 1, 2012
3	July 1, 2013 – June 30, 2014	\$18,000	July 1, 2013
4**	July 1, 2014 – June 30, 2015	\$18,000	July 1, 2014
5**	July 1, 2015 – June 30, 2016	\$18,000	July 1, 2015

* The DISTRICT acknowledges and agrees that the Annual Sponsorship Fee payable to the DISTRICT is based on a minimum number of Cases of Packaged Product and Gallons of Postmix Products purchased by the DISTRICT from PEPSI and sold throughout the Campus pursuant to this Agreement during the applicable Agreement Year. The minimum number of combined Cases and Gallons per Agreement Year is 4,800cs ("Annual Volume Threshold"). Therefore, if during any Agreement Year the number of combined Cases and Gallons purchased directly from PEPSI and sold throughout the Campus falls below the Annual Volume Threshold (a "Shortfall"), then the Annual Sponsorship Fee payable for the next Agreement Year will be reduced by a percentage equal to the percentage decrease between the Annual Volume Threshold and the actual number of combined Cases and Gallons sold during such Agreement Year. *For example, if during Year 2 the actual number of combined Cases and Gallons sold is 4,320, then the DISTRICT would have a Shortfall of 480 Cases/Gallons or 10% (4,800-4,320). Accordingly, the Annual Sponsorship Fee for Agreement Year 3 shall be reduced by 10% (i.e., \$1,800).*

** The Annual Sponsorship Fee for Agreement Years 4 and 5 is only due and payable if the parties agree to renew the Agreement for each of these Agreement Years.

- (b) **Commissions**, as a percentage of the actual cash ("cash in bag" or "CIB") collected by PEPSI from the Vending Machines placed at the Campus, less CRV. Such Commissions shall be at the rate(s) set forth below (the "Commission Rate") and shall be calculated as follows:

(CIB * Commission Rate) – applicable California Redemption Value = Commissions due

Product	Minimum Vend Price	Commission Rate*
20oz. Carbonated Soft Drinks and 20oz. Aquafina	\$1.50**	20%
All Other Brands and Glass Front Vendors	Varies by Product as determined by PEPSI	15%
*Commission Rate stated above shall only apply to Products sold by PEPSI through its Vending Machines at the beginning of the Term.		
**Pepsi shall make every effort to provide parity with product pricing so that vending prices are comparable with cafeteria and bookstore prices.		

Commission Payment. Commissions shall be remitted by PEPSI to the College within thirty (30) days of the end of each 4-week accounting period established by PEPSI. PEPSI shall make all pertinent revenue and sales records respecting the Vending Machines available to the College. College agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by College in writing within one (1) year of the date such Commissions payment is due.

Change to Commission Rate. DISTRICT acknowledges and agrees that PEPSI established the Commission Rate based on any applicable sales tax associated with the sale of the Products through the Vending Machines as of the commencement date of this Agreement. If, during the Term, applicable sales taxes should increase by more than five percent (5%), then PEPSI shall have the right to automatically reduce the Commission Rate by the same percentage amount.

(c) **Rebates.** Each Year throughout the Term, PEPSI shall calculate the total applicable Cases of Packaged Products purchased from Pepsi by the Customer and its Food Service Provider pursuant to this Agreement, and shall provide the Customer with rebates calculated based on applicable amounts set forth below (the "Rebates"). The Rebates, if applicable, shall be paid by Pepsi within sixty (60) days of the end of each applicable Year during the Term.

Rebate Amount	Applicable Products
\$2.00/ Case	All 24-pk and 15-pk Packaged Products purchased exclusively and directly from PEPSI
\$1.00/ Case	All 12-pk Packaged Products purchased exclusively and directly from PEPSI

(d) At the request and instruction of DISTRICT, PEPSI agrees to pay the Annual Sponsorship Fee and the Commissions to the designated Irvine Valley College account. Checks for such Commissions will be sent to the Irvine Valley College Associated Student Government (IVC ASG) pursuant to Section 6(b) herein.

7. **Additional Consideration**

In addition to the consideration specified in Section 6 above, PEPSI shall provide the following further consideration to the DISTRICT.

(a) PEPSI will provide annual Product donations of up to a total of two hundred (200) cases of a combination of 12oz. cases of carbonated soft drinks and 16.9oz. cases of Aquafina per Agreement Year upon written request of the College, provided however, that Irvine Valley College will administer all requests through a central contact so that Irvine Valley College may prioritize the requests. The College acknowledges and agrees that the Product Donation does not represent a cash payment to the DISTRICT. In addition, the College acknowledges and agrees that the Product Donation not used within an applicable Agreement Year shall not be carried over to subsequent Agreement Years during the Term of this Agreement.

(b) On the first, third and fifth (if applicable) anniversary date for the signing of this Agreement by both parties, PEPSI shall provide scholarship funds to be distributed to Irvine Valley College Foundation in the total amount of Five Hundred & 00/100 Dollars (\$500.00) (the "Scholarship Funds"). The scholarships recipients shall be as determined by the Irvine Valley College.

(c) Promotional materials to support Campus Special Events in year 1 of the agreement up to the amount of Two Thousand and No/100 Dollars (\$2,000) and in contract years 2-5 up to the amount of Seven Hundred Fifty & No/100 Dollars (\$750.00) per Agreement Year. Cash will not be paid in lieu of items. PEPSI shall meet with Irvine Valley College representatives to discuss marketing strategies and make decisions regarding these promotional materials. Promotional materials may include t-shirts, hats, sideline kits, etc.

(d) Vending Kits Promotions to be provided as available and as mutually determined by PEPSI and the College.

(e) Not more than two (2) appearances per Agreement Year at the Campus with promotional sampling Vehicles on dates to be determined by the College and PEPSI. It is anticipated that those dates will include a day during "Welcome Week" and "Senior Day".

8. **Competitive Products**

During the entire Term of this Agreement:

- (a) No Competitive Products shall be sampled, sold, served or dispensed anywhere on the Campus, except as pursuant to Section 4(a) herein.
- (b) No permanent or temporary advertising, signage or trademark visibility for Competitive Products shall be displayed anywhere on the Campus, including locker rooms, sidelines and players benches.
- (c) With the exception of the current agreement with CCE which will expire on June 30, 2011, as of the Effective Date and First Class Vending Agreement at ATEP which will expire on June 30, 2015, no agreement will be entered into or maintained by the DISTRICT pursuant to which Competitive Products will be associated with Irvine Valley College in any advertising or promotional activity that creates a relationship or connection between Competitive Products and the Irvine Valley College.

9. **Equipment and Service**

- (a) PEPSI shall place Vending Machines and other Equipment necessary to dispense the Products on Campus based upon current vending locations on campus. PEPSI survey of the Campus needs and recommend alternatives to Irvine Valley College to consider. Any Vending Machines installation at Irvine Valley College shall be mutually agreed between the College and PEPSI and subject to the College's prior approval of the location of the Vending Machines. Irvine Valley College agrees that a minimum of eleven (11) Vending Machines shall be placed on Campus throughout the Term. Any additional Vending Machines may be placed on campus with the written and mutual agreement of the parties.
- (b) PEPSI shall provide a minimum of one debit/credit card per bank or location of Vending Machines. If this machine is determined repeatedly empty, another debit/credit card shall be provided at the bank where this situation occurs. The number of debit/credit card readers shall be determined by need.
- (c) During the Term and at no cost to the DISTRICT, PEPSI will stock and service, if necessary, the Vending Machines and any additional Vending Machines determined by the parties to be installed at new locations on the Campus. PEPSI or one of its subsidiaries or affiliates shall retain ownership in and title to all Equipment.
- (d) The Equipment may not be removed from the Campus without PEPSI's written consent, and the DISTRICT and Irvine Valley College agree not to encumber the Equipment in any manner or permit other equipment to be attached thereto except as authorized by PEPSI. At the end of the Term, PEPSI shall have the right to and, in the event another vendor is the successful bidder for the next term will be required to, remove all Equipment from the Campus at no expense to the Irvine Valley College. In the event that any Equipment is removed from DISTRICT premises, PEPSI shall return said premises to its original condition, excepting normal wear and tear, at PEPSI's sole cost.
- (e) PEPSI's service of the Equipment will be provided during normal College hours, and PEPSI will not be obligated to provide service during periods in which it is prevented from doing so due to strikes, civil disturbances, or other causes beyond the control of PEPSI. PEPSI shall be responsible for the repair and replacement of Equipment to the extent necessary as a result of theft and vandalism. If two (2) or more instances of theft or vandalism occur to the same Vending Machine, Pepsi reserves the right to remove such Vending Machine.
- (f) PEPSI service vehicles are not permitted in most areas of the Campus. Routing must be pre-approved by College Campus Security prior to first site visit. Some locations may require alternate delivery, i.e. handcarts. Any truck caught violating the approved routing will be fined \$100/occasion.
- (g) PEPSI shall provide the Director of Student Development with \$25 dollars in petty cash toward refunds for machine malfunctions. This amount will be replenished at the request to the Director and on an as-needed basis. VENDOR will provide notice at each vending location to reclaim lost money at the cafeteria.
- (h) Upon request, PEPSI shall provide one hour of local management level participation at the monthly Cafeteria Task Force meeting.

(i) PEPSI shall provide a quarterly business report which includes at a minimum 1) information specific to the sale of Product through the Vending Machines including: volume, total sales minus CRV, and a comparison with the previous quarter, 2) results of the independent audit performed quarterly and for the period leading up to the report.

(j) PEPSI agrees to maintain Vending Machines and to assure that Vending Machines are filled and without disrepair. PEPSI shall be responsible for Product quality control. The DISTRICT shall have the right to have replaced any and all Product in which a consumer may reject due to inferior product quality or freshness. Under no circumstance will DISTRICT allow product which is passed its expiration date to be filled in Vending Machines. All expired Product will be replaced at no cost to the DISTRICT.

(k) Pepsi shall not be obligated to pay Commissions as provided in this Agreement on documented revenue losses resulting from vandalism or theft of Product with respect to any Vending Machines on the Campus.

10. **Product Stocking**

Irvine Valley College shall permit PEPSI, its employees, agents and representatives to enter the Campus for purposes of servicing and stocking the Equipment during normal college hours.

11. **Taxes**

PEPSI shall be responsible only for the payment of taxes on the sales of Products through Vending Machines located at the Campus. DISTRICT and College acknowledge that PEPSI is not responsible for taxes payable, fees or other tax liability incurred by the DISTRICT or College in connection with any fees payable by PEPSI under this Agreement. PEPSI shall not be assessed common area maintenance fees based on its occupation of the space allocated to the Equipment.

12. **Representations, Warranties and Covenants**

(a) Each party hereto represents and warrants to the other that:

(i) it has full power and authority to enter into this Agreement and to grant and convey the rights set forth herein;

(ii) all necessary approvals for its execution, delivery and performance of this Agreement have been obtained and this Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party;

(iii) the signatory of this Agreement is duly authorized and empowered to bind the party to the terms and conditions of this Agreement for the duration of the Term; and

(iv) it has complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

(b) Each of the parties hereto agree that (i) the representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement and (ii) except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

13. **Indemnification**

(a) PEPSI will indemnify and hold the DISTRICT, Irvine Valley College, its Board of Trustees, officers, and employees harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (1) its breach of any term or

condition of this Agreement; (ii) product liability suits resulting from the use or consumption of PEPSI's Products; and/or (iii) the negligence or willful misconduct of PEPSI excluding claims arising out of the DISTRICT's or College's negligence and willful misconduct

(b) The DISTRICT will indemnify and hold PEPSI, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the DISTRICT and Irvine Valley College excluding claims arising out of PEPSI's negligence and willful misconduct.

(c) The provisions of this Section 13 shall survive the termination of this Agreement.

14. **Breach of Contract and Termination**

(a) If any of the material terms of this Agreement, including but not limited to the exclusive rights to sell any one or more of the Products within the defined Campus area, are terminated, violated, prohibited, or limited during the Term of this Agreement for any reason, other than by action or inaction of PEPSI, or other than by way of final judicial opinion, imposition, or modification of any local, state or federal laws and/or regulations, ("Affected Rights"), then PEPSI may give the DISTRICT written notice of such event and the DISTRICT shall have a thirty (30) day period within which to cure such breach. If the DISTRICT fails to cure such breach within a thirty (30) day period, PEPSI shall have the right to:

- (1)
 - (i) substitute other of its Products offered by PEPSI for the Products subject to such Affected Rights;
 - (ii) reduce PEPSI's ongoing fees including Annual Sponsorship Fees and Commissions payable hereunder to an amount equal to the then-current ongoing fees PEPSI would pay for the right to market, sell or distribute the remaining Products as a result of such Affected Rights; and
 - (iii) recover an amount pursuant to Section 14 (a) (2) (i) (ii) and 14 (b) below relative to the Products subject to such Affected Rights, as determined by PEPSI.

Or

- (2)
 - (i) terminate this Agreement in its entirety; and
 - (ii) then PEPSI shall, without prejudice to any other right or remedy available to PEPSI, obtain a reimbursement from the DISTRICT of any unearned Annual Sponsorship Fee paid by PEPSI to the DISTRICT for the Agreement Year in which such termination occurs. The amount of such reimbursement shall be determined by multiplying the Annual Sponsorship Fee paid in the Agreement Year during which such termination occurs by a fraction, the numerator of which is the number of months remaining in such Agreement Year at the time of such termination or limitation and the denominator of which is twelve (12).

(b) The DISTRICT may terminate this Agreement for any breach of this Agreement's material terms by PEPSI. The DISTRICT shall provide PEPSI with written notice of the breach and provide a thirty (30) day opportunity for PEPSI to cure such breach. If PEPSI fails to cure the breach within the thirty (30) day period, the DISTRICT may terminate the Agreement upon written notice to PEPSI. DISTRICT shall return any unearned Annual Sponsorship Fee already paid, minus a pro-rated average of previous Commissions due if any Commission remains unpaid by PEPSI.

(c) Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this Agreement may be terminated by either party if:

(1) the other party, or any parent of such other party, shall:

- (i) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not staying, withdrawn or settled within sixty (60) days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e) (2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement;
- (ii) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affairs in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter); or
- (iii) admit in writing its inability to pay its debts as such debts become due.

15. **Notices**

Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when received.

If to PEPSI:

Pepsi Beverages Company
27717 Aliso Creek Road
Aliso Viejo, CA 92656

Copy to (which shall not constitute notice):

Pepsi Beverages Company
1 Pepsi Way
Somers, NY 10589
Attn: Legal Department

If to the DISTRICT

South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Vice Chancellor of Business Services

Copy to:

Irvine Valley College
5500 Irvine Center Drive
Irvine, CA 92618
Attn: Vice President/Student Services

16. **Relationship of Parties**

The DISTRICT and PEPSI are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect.

17. **Confidentiality**

Except as otherwise required by law or the rules or regulations of any national securities exchange or the rules or regulations of the DISTRICT, and the DISTRICT and PEPSI agree not to disclose any non-public, confidential or proprietary information to any third party other than to their respective directors, officers, employees, agents and advisors, as needed.

18. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. **Insurance**

(a) Each party hereto maintains and agrees to maintain, at all times during the Term and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Each party agrees to name the other, and each of its Affiliates, and their respective officers, directors, employees, agents, representatives and successors and assigns, as additional insured's on such insurance during the Term or have a blanket additional insured endorsement. Such insurance will contain a waiver of subrogation with respect to the additional insured's.

(b) Either party shall have the right, during the Term from time to time, to request copies of certificates of insurance and/or other evidence of the adequacy of the above insurance coverage's. PEPSI's insurer must provide the DISTRICT with a 30 day cancellation notice in the event that PEPSI's insurance policy is cancelled before the expiration date of the Term.

20. **Force Majeure**

If the performance by either party hereto of its respective non-monetary obligations under this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence ("Force Majeure Period") without liability of any kind. Nothing contained herein shall be construed as requiring either party hereto to accede to any demands of, or to settle any disputes with, labor or labor unions, suppliers or other parties that such party considers unreasonable.

21. **Entire Agreement**

(a) This document is intended by the parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements and no representations, understandings, or agreements have been made or relied upon in the making of this Agreement.

(b) No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties.

22. **Assignment: Binding Nature; Waiver**

To the extent permitted by law, this Agreement shall be binding upon and inure to the benefit of PEPSI and the DISTRICT and their respective successors and permitted assigns. Neither party may subcontract or assign its rights or obligations under this Agreement to any other entity or person without the express written consent of the other, which consent may be withheld at its sole discretion. No waiver by any party of any default or non-performance shall be deemed a waiver of any subsequent default or non performance.

23. **Amendments.**

No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

24. **Counterparts.**

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

24. **Savings Clause**

If any provision of this Agreement shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall continue to be enforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first above written.

BOTTLING GROUP, LLC

**SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: David Bugay Ph.D.
Title: Acting Vice Chancellor of Business Services
Date: _____

Tax Payer ID _____

EXHIBIT A

AGREEMENT YEAR ONE PRICING FOR PACKAGED PRODUCTS AND POSTMIX PRODUCTS

Package	# Units	Price	Unit Cost
Fountain CSD's			
<i>Postmix CSD Products</i>	5gallons	\$12.20/gal	
<i>Postmix Dr Pepper</i>	5gallons	\$13.75/gal	
<i>Postmix Lipton</i>	5gallons	\$13.75/gal	
<i>Sobe Lean</i>	3gallons	\$15.25/gal	
<i>Juice Tyme OJ</i>	3gallons	\$23.28/gal	
<i>Gatorade BIB</i>	3gallons	\$15.25/gal	
<i>Polar Shock Fruit</i>	3gallons	\$30.00/gal	
<i>Polar Shock Coffee</i>	3gallons	\$33.00/gal	
CO2			
20lb	One	\$19.50	
Cups			
24oz Double Poly	1000	\$62.39	\$0.06
32oz Double Poly	480	\$49.69	\$0.10
44oz Double Poly	480	\$56.09	\$0.11
Lids			
12/16/24 PL	2000	\$36.19	\$0.02
32 PL	960	\$36.19	\$0.04
44oz Lids	960	\$36.19	\$0.04
<i>Polar Shock 16oz Cups</i>	1000	\$51.00	\$0.05
<i>Polar Shock 24oz Cups</i>	600	\$38.00	\$0.06
<i>Polar Shock Lids</i>	1000	\$21.00	\$0.02
Juices			
15.2 oz Ocean Spray	12	\$14.00	\$1.17
11.2oz One Coconut Wtr	12	\$15.75	\$1.31
8.5oz One Coconut Wtr	12	\$12.08	\$1.01
Tea			
1.5oz Lipton Tea	12	\$16.49	\$1.37
13.8oz Tazo Tea	12	\$15.30	\$1.28
1ltr Lipton	15	\$17.90	\$1.19
16oz Lipton NR	12	\$14.00	\$1.17
Water			
20oz Aquafina	24	\$13.90	\$0.58
1ltr Aquafina	15	\$12.35	\$0.82
1.5ltr Aquafina	12	\$13.00	\$1.08
24oz Aquafina Sport Top	24	\$16.25	\$0.68
20oz Splash	24	\$14.50	\$0.60
20oz Life Water	12	\$13.15	\$1.10

20oz Propel	24	\$23.30	\$0.97
CSD's			
12oz Cans	24	\$9.45	\$0.39
12oz Plastic 12pk	24	\$9.45	\$0.39
20oz Plastic	24	\$20.50	\$0.85
1ltr CSD Plastic	15	\$19.15	\$1.28
Isotonics			
20oz Gatorade	24	\$22.50	\$0.94
32oz G-2	12	\$21.00	\$1.75
16.9oz Gatorade	12	\$20.53	\$1.71
40z Gatorade Pouch	20	\$22.58	\$1.13
SOBE			
SOBE 20oz	12	\$14.70	\$1.23
16oz Energy	12	\$19.15	\$1.60
24oz Energy	12	\$22.52	\$1.88
Frappuccino			
9.5oz Bottle	12	\$17.50	\$1.46
9.5oz Bottle	24	\$34.00	\$1.42
6.5oz Double Shot	12	\$19.40	\$1.62
13.7oz Bottle	12	\$21.50	\$1.79
9.5oz Seattle's Best	12	\$12.20	\$1.02
Energy Drinks			
16oz Doubleshot Energy	12	\$20.48	\$1.71
16oz Mt Dew Alum	24	\$36.07	\$1.50
14oz Muscle Milk	12	\$29.00	\$2.42
15oz Rockstar Roasted	24	\$19.90	\$0.83
16oz Rockstar	24	\$33.00	\$1.38
12oz Rockstar	12	\$14.32	\$1.19
8oz Rockstar	24	\$25.37	\$1.06
2.5oz Rockstar Shot	12	\$20.22	\$1.69
24oz Rockstar	12	\$25.37	\$2.11
32oz Rockstar	12	\$31.55	\$2.63
Amp/Rockstar Gum	12	\$15.00	\$1.25

The prices set forth above may automatically increase by four percent (4%) on the anniversary of the Effective Date during each Agreement Year.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Irvine Valley College: Award of Bid: Life Science Building

ACTION: Approval

BACKGROUND

The Board of Trustees has approved \$7,468,000 in basic aid for the Irvine Valley College Life Sciences building. The State has approved \$17,393,000 for a total project budget of \$24,861,000. The Board of Trustees assigned funding to the project total to address state match shortfall.

STATUS

On February 22, 2011 and March 1, 2011, Bid No. 303, Irvine Valley College Life Sciences Building was advertised. Twenty five contracting firms joined the District for the pre-bid walk. Fourteen contractors prequalified and twelve contractors provided bids on April 5, 2011. The lowest bid meeting all specification requirements was submitted by Edge Development Inc., in the amount of \$11,387,287, EXHIBIT A.

Staff has reviewed the bids and recommends approval.

Funds for these services are available in the project budget which is \$24,861,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees award Bid No. 303 for Irvine Valley College Life Sciences Building in the amount of \$11,387,287 and approve the Agreement, EXHIBIT B.

Irvine Valley Life Sciences
Bid No. 303

JOB NAME: Irvine Valley College : Life Sciences Building District Project No. 303 Public Opening, Sealed Bid: Tuesday, April 5, 2011 at 2:00 PM											McCARTHY BUILDING COMPANIES	
Construction Estimate : \$13,100,000											4/5/2011	
	1	2	3	4	5	6	7	8	9	10	11	12
CONTRACTOR	BNBuilders	Day Const	Edge Development	Jaynes	Pinner Construction	PW Construction	Sinanian Dev Inc	SMC Construction	Stronghold Eng	Summit Builders	Taisel	USS Cal Builders
PHONE	858 550 9433	714 885-8950	951 296 0776	619 233 4080	714 490 4000	909 590 5700	818 300 7388	949 916 3500	951 684 9303	562 429 6540	714 886 1530	714 828 4882
CONTACT	Mike Castillo	Jim Smith	Shannon Mazur	James Yu	Brian O'Malley	Chantel Walker	James Pagani	Sean Healy	Michael D. Mejia	Mike Tytwalk	Wayne Campbell	Ilias Batsaras
CITY	San Diego	Costa Mesa	Temecula	San Diego	Anaheim	Chino	Tarzana	Irvine	Riverside	Lakewood	Cypress	Stanton
BID BOND or BID SECURITY RECEIVED (10%)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
BOND COMPANY	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
CONTRACTORS LICENSE NUMBER	799131	610643	723993	787005	166010	479948	455273	569161	787490	584656	574837	654454
ADDENDAS Noted: A, B, & C	A,B,C	A,B,C	A,B,C	A,B,C	A,B,C	A,B,C	A,B,C	A,B,C	A,B,C	A,B,C	A,B,C	A,B,C
DESCRIPTION	\$/Incl.	\$/Incl.	\$/Incl.	\$/Incl.	\$/Incl.	\$/Incl.	\$/Incl.	\$/Incl.	\$/Incl.	\$/Incl.	\$/Incl.	\$/Incl.
BASE BID:												
ALTERNATES - NONE	\$12,224,000	\$12,473,981	\$11,212,287	\$11,620,000	\$12,311,000	\$11,587,000	\$12,300,000	\$11,449,000	\$12,872,027	\$12,153,000	\$12,284,658	\$11,563,000
Construction Allowance:	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000
TOTAL BID:	\$12,399,000	\$12,648,981	\$11,387,287	\$11,795,000	\$12,486,000	\$11,762,000	\$12,475,000	\$11,624,000	\$13,047,027	\$12,328,000	\$12,459,658	\$11,738,000
Submittal Of Mandatory Forms:												
Bid Form	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Designation of Subcontractors	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Prequalified Contractor	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Bid Security: Bid Bond or Bid Guarantee	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Notarized Non-Collusion Affidavit	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
FINAL VERSION OF DESIGNATION OF SUBS IN 24 HRS.												

APRIL 25, 2011

EXHIBIT A
PAGE 1 of 1

LIFE SCIENCES BUILDING AGREEMENT, IVC

THIS AGREEMENT, dated the 26th day of April, 2011, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and Edge Development Inc., 27368 Via Industria, Suite 101, Temecula, CA, 951/296-0776 (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as SOCCCD - Irvine Valley College Life Sciences Building, Dougherty & Dougherty Job # 20863.00 - DSA # 04-11122 District Bid # 303, according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.
3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of Eleven Million Three Hundred Eighty Seven Thousand Two Hundred Eight Seven and No/100 Dollars, (\$11,387,287.00).
4. The work shall be commenced on or before the fifth (5) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within four hundred twenty five (425) consecutive calendar days from the date specified in the Notice to Proceed.
5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay

to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of Two Thousand Dollars (\$2000.00), for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

6. Termination for Cause or Non-appropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees, Construction Manager, Architect, and all other Agents and Representatives, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or

- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT's interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$2,000,000
--	-------------

Subcontractors of every tier	\$1,000,000
------------------------------	-------------

and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$2,000,000
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Subcontractors of every tier	\$1,000,000
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Property Damage Insurance in an amount not less than	\$2,000,000
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Subcontractors of every tier	\$1,000,000
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Course of Construction Insurance without exclusion or limitation in an amount not less than	\$2,000,000
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Excess Liability Insurance (Contractor only)	\$2,000,000
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Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Waiver Of Subrogation

Contractor waives (to the extent permitted by law) any right to recover against the District, and its respective elected officials, officers, employees, agents, and representatives for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

Additional Insured Endorsement Requirements.

The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Subcontractors adshall name the Contractor, the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

9. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

10. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Stephen S. Prophet, whose title is President, is authorized to act for and bind the corporation.

11. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

12. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

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

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

David Bugay, Ph.D.

Print Name

Print Name

Acting Vice Chancellor

Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: James B. Utt Memorial Learning Resource
Center Renovation Project: Amendment to Geotechnical Engineers
Scope of Work

ACTION: Approval

BACKGROUND

On June 28, 2010, the Board of Trustees approved an agreement with American Geotechnical, Inc. to provide geotechnical and materials testing and inspection services for the James B. Utt Memorial Learning Resource Center Renovation project at Saddleback College for \$46,940. During the course of the work increased testing was required due to site conditions, increased field and shop welding inspection requirements, additional DSA required torque and pull tests, and ground penetrating radar used to analyze slabs on grade.

STATUS

Additional geotechnical and material testing and inspections were required beyond the scope of the original consultant proposal and agreement (EXHIBIT A) for an amount of \$122,592, equaling a total of \$169,532. A portion of the costs will be back-charged to the contractor.

Staff recommends approval of additional geotechnical and materials testing and inspection.

Funds are available in the project budget which is \$21,124,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve agreement amendment, EXHIBIT A, to American Geotechnical, Inc., engineer's scope of work to incorporate required testing and inspection for an amount of \$122,592 with the revised contract amount of \$169,532 for the James B. Utt Memorial Learning Resource Center Renovation project at Saddleback College.

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

**AMENDMENT NO. 1
TO TESTING & INSPECTION SERVICES AGREEMENT
JAMES B. UTT MEMORIAL LEARNING RESOURCE CENTER RENOVATION
SADDLEBACK COLLEGE**

APRIL 25, 2011

THIS AMENDMENT shall modify the original agreement dated June 9, 2010, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and **AMERICAN GEOTECHNICAL, INC.** 22725 Old Canal Road, Yorba Linda, California, 92887, hereinafter referred to as "CONSULTANT."

WHEREAS, Article 19, of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

WHEREAS, Article 5, establishes the compensation of the agreement at \$46,940.00; and

WHEREAS, the scope of services has been increased to include additional testing and inspection; and

WHEREAS, this additional scope requires increased services by the "CONSULTANT"; and testing laboratory consultant; and

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

1. Article 5, of the agreement shall be modified as follows: "The DISTRICT" shall compensate the "CONSULTANT" for services described in the original agreement and services required to include additional testing and inspection and as follows:

FIXED FEE FOR ALL SERVICES AS DESCRIBED HEREIN: \$122,592.

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

"DISTRICT"
South Orange County Community College District

"CONSULTANT"
American Geotechnical, Inc.

By: _____
David Bugay, Ph.D.

By: _____

Title: Acting Vice Chancellor

Title: _____

Date: _____

Date: _____

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Saddleback College: Parking Bail Increase to Offset New State Legislative Surcharge Pursuant to SB 857
ACTION: Approval

BACKGROUND

District policy requires that operators of vehicles that park on District property must obtain a parking permit and display it on their vehicle. These permits can be purchased at Irvine Valley College, Saddleback College or online for a fee established by the Board of Trustees.

The College Police Department is responsible for enforcing parking regulations on District property. When college police observe violators who do not have the required permit, they issue citations that impose fines. The current fines at Saddleback College vary but regardless of the amount the state retains a percentage as a penalty or surcharge fee against the violator. The remainder of the fine is posted in an account for use by Saddleback College for administrative and operational purposes associated with parking services.

STATUS

Effective December 7, 2010, Senate Bill 857, increased the penalty for parking citations by \$3.00; see Exhibit A. The new fees are an additional assessment for the State of California Trial Court Trust Fund. Each year college police write approximately 9,000 citations. Based on the \$3.00 fee increase, the police department will incur a \$27,000 revenue loss each year if citation fines are not increased proportionately. This will have a significant negative impact on the ability to provide the current level of campus safety. The college will lose revenue until a new bail schedule is approved to offset the added court assessment.

Please note that this increase will only apply to those who violate District parking regulations. Those who use campus parking lots can avoid this cost by obtaining a parking permit and complying with District parking regulations.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve an increase of \$3.00 to the bail schedule for parking violations at Saddleback College.



SB 857 New Surcharge Increase

November 3, 2010

Dear Client,

I'm sure by now you are all aware of SB 857 and a new increase in surcharges. I am sending you a memo to recap the information in case you need to use any back up information if you decide to request a new fee increase to cover the added fees due in surcharges.

New Surcharges. SB 857. SB 857 has been signed by the Governor, and the statutory language directs the increase to occur 60 days after the budget was chaptered. The budget, i.e. SB 870, was chaptered on 10/8/2010, so December 7th will be the effective date for the surcharge increase. This is the official word from the State Controller's office.

Parking Citation Increase. SB 857 adds a \$3.00 parking penalty for each offense where a parking penalty, fine or forfeiture is imposed. The increase is expected to begin 60 days after SB 857 becomes effective December 7, 2010. The bill scheduled to conclude on July 1, 2013, however we have seen this change before. *See below excerpt from page 43 of SB 857:*

***76000.3.** (a) Notwithstanding any other provision of law, for each parking offense where a parking penalty, fine, or forfeiture is imposed, an added penalty of three dollars (\$3) shall be imposed in addition to the penalty, fine, or forfeiture set by the city, district, or other issuing agency.*

(b) For each infraction parking violation for which a penalty or fine is collected in the courts of the county, the county treasurer shall transmit the penalty imposed pursuant to subdivision (a) to the Treasurer for deposit in the Trial Court Trust Fund established by Section 68085. These moneys shall be taken from the penalties, fines, and forfeitures deposited with the county treasurer prior to any division pursuant to Section 1463.009 of the Penal Code. The judges of the county shall increase the bail schedule amounts as appropriate for infraction parking violations to reflect the added penalty provided for by subdivision (a).

(c) In those cities, districts, or other issuing agencies which elect to accept parking penalties, and otherwise process parking violations pursuant to Article 3 (commencing with Section 40200) of Chapter 1 of Division 17 of the

Vehicle Code, that city, district, or issuing agency shall collect the added penalty imposed by this section. Each agency that elects to process parking violations shall pay to the Treasurer for deposit in the Trial Court Trust Fund three dollars (\$3) for each civil parking penalty collected on each violation. Those payments to the Treasurer shall be made monthly.

(d) This section shall become operative 60 days after the enactment of the Budget Act of 2010.

(e) This section shall become inoperative on July 1, 2013, and, as of January 1, 2014, is repealed, unless a later enacted statute, that becomes operative on or before January 1, 2014, deletes or extends the dates on which it becomes inoperative and is repealed.

It is important to point out that not all citations are considered parking violations and applicable for disbursement. For example, a CVC 5204 (No current registration tabs) is considered a registration violation and would not be subject to the Court, Jail and State surcharge of \$9.50, as of **December 7, \$12.50**. The City will need to track every type of violation for every citation issued by CITY.

Surcharges to date are as follows:

- 1. Criminal Justice Facilities Fund: GC 76000 (76101) \$1.50**
- 2. Courthouse (Local) Construction Fund: GC 76000 (GC 76100) \$1.50**
- 3. County General Fund: GC 76000 \$2.00**
- 4. SB 1407 Immediate and Critical Needs Account: GC 70372(b) \$3.00 - *Issued after 01/01/09 & Paid***
- 5. SB 425 State Court Facilities Fund: GC 70372 (b) \$1.50 - *Issued after 01/01/08 & Paid***
- 6. Equipment and Registration Violations: 50% of fine (no other surcharges)**
- 7. Disabled Parking (Linkage): 20% of fine - County Opt-In Resolution**
- 8. Handicap Assessment fee: (PC 1465.6), 10% of \$250.00 effective date 1/1/93 (retained by Issuing Agency).**
- 9. SB 857 Trial Court Trust Fund: GC 76000.3 \$3.00 - *Issued on or after 12/07/10 & Paid***

Mary Houghton
Vice President
Phoenix Group Information Systems
2677 N. Main Street, Ste. 400
Santa Ana, CA 92705
mary@phxgroup.com
(714) 460-7200 - Office
(714) 384-0151 - Fax

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: ATEP: Award of Bid: Drainage Ditch Maintenance and Repair

ACTION: Approval

BACKGROUND

The Board of Trustees approved \$7,000,000 in basic aid for the ATEP Demolition project. The ATEP Drainage Ditch Maintenance and Repair project includes remediation of an existing drainage ditch and permits access to the ATEP Hangar which will be demolished in a future project.

STATUS

On February 4, 2011, and February 11, 2011, Bid No. 10, Drainage Ditch Maintenance and Repair at ATEP was advertised. Nine contracting firms joined the District for the pre-bid walk. Six contractors provided bids on April 12, 2011. The lowest bid meeting all specification requirements was submitted by STL Landscape, Inc., in the amount of \$25,000. STL declared they had made an accounting error and withdrew their bid. Second low bid was submitted by Moalej Builders, in the amount of \$44,000, EXHIBIT A. Staff has reviewed the bids and recommends approval of Moalej Builders.

Funds for these services are available in the project budget which is \$7,000,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees award Bid No. 10 for Drainage Ditch Maintenance and Repair at ATEP to Moalej Builders., in the amount of \$44,000 and approve the Agreement, EXHIBIT B.

BID NO. 10
DRAINAGE DITCH REPAIR & MAINTENANCE PROJECT
ATEP
April 25, 2011

<u>CONTRACTORS</u>	<u>AMOUNT</u>
STL LANDSCAPE, INC. Los Angeles, CA	\$ 25,000.00
** MOALEJ BUILDERS Sherman Oaks, CA	44,000.00
ATLAS ALLIED, INC. Anaheim, CA	54,200.00
ATOM, INC. Hemet, CA	57,359.00
PACIFIC CONSTRUCTION CO., INC. Granada Hills, CA	62,900.00
RITZ CONSTRUCTION CO. Irvine, CA	188,546.00

****RECOMMENDED AWARD**

DRAINAGE DITCH REPAIR & MAINTENANCE PROJECT AGREEMENT. ATEP

THIS AGREEMENT, dated the 26th day of April, 2011, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and MOALEJ BUILDERS, INC., 4335 Van Nuys Blvd., Ste. 102 Sherman Oaks, CA 91403, 310/926-2290 (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as:

**DRAINAGE DITCH REPAIR & MAINTENANCE PROJECT
BID NO. 10**

according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of Forty Four Thousand and No/100 Dollars (\$44,000.00).

4. The work shall be commenced on or before the fifth (5) day after receiving the DISTRICT'S Notice to Proceed.

5. Termination for Cause or Non-appropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

6. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees, Construction Manager, Architect, and all other Agents and Representatives, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In

the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT's interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

7. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverage's set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$2,000,000
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Subcontractors of every tier	\$1,000,000
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and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$2,000,000
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Subcontractors of every tier	\$1,000,000
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Property Damage Insurance in an amount not less than	\$2,000,000
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Subcontractors of every tier	\$1,000,000
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Course of Construction Insurance without exclusion or limitation in an amount not less than	\$2,000,000
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Excess Liability Insurance (Contractor only)	\$2,000,000
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Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Waiver Of Subrogation

Contractor waives (to the extent permitted by law) any right to recover against the District, and its respective elected officials, officers, employees, agents, and representatives for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

Additional Insured Endorsement Requirements.

The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Sub-contractors and shall name the Contractor, the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

8. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

9. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Reza Moalej, whose title is President is authorized to act for and bind the corporation.

10. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

11. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

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

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

David Bugay, Ph.D.

Print Name

Print Name

Acting Vice Chancellor

Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Appointment of Audit Committee Representatives - 2011

ACTION: Approval

BACKGROUND

The District's audit firm, Macias Gini & O'Connell LLP, Certified Public Accountants & Management Consultants, meet twice per year with the District's audit committee to review the plan for the current fiscal year and to discuss findings of the current year and the status of prior year findings.

STATUS

The Audit Committee meets twice per year and consists of three board members. The committee attends the pre-audit meeting where the committee reviews the plan for the current fiscal year annual audit and attends the exit meeting to discuss findings of the current year and the status of prior year findings.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees appoint three trustees to serve on the Audit Committee with one trustee serving as the chair of the committee.

Item Submitted by: Gary L. Poertner, Chancellor

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Invocations at District and College Events Resolution 11-11
ACTION: Approval

BACKGROUND

District's legal counsel has advised that the Board adopt a Resolution regarding official policies and practices related to invocations at District and College events pursuant to the agreement between the Board of Trustees and the plaintiffs in the *Westphal, et al. v. Wagner, et al.*

STATUS

Legal counsel has proposed Resolution 11-11, Exhibit A, regarding official policies and practices related to invocations at District and College events for Board consideration and adoption.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution 11-11 regarding official policies and practices related to invocations at District and College events, as shown in Exhibit A.

Resolution No. 11-11

RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
REGARDING OFFICIAL POLICIES AND PRACTICES
RELATED TO INVOCATIONS AT DISTRICT AND COLLEGE EVENTS

April 25, 2011

WHEREAS, Saddleback College and Irvine Valley College are institutions of higher learning, and since their founding in 1968 and 1985, respectively, there has been a brief invocation on the program at important District and college events, such as the annual graduation ceremony at both colleges.

WHEREAS, on December 9, 2009, the District adopted Resolution No. 09-23, which reflects the District's desire to preserve the historical tradition of including an invocation at important District and college events, as well as the District's purposes for doing so.

WHEREAS, the District believes that the historical tradition of including an invocation at important District and college events is consistent with the practices of our Founders and members of our executive, legislative and judicial branches of government, as well as the two century old tradition at other public colleges and universities across the United States, including at our Nation's military academies, of including an invocation at important events, such as graduation ceremonies (see Tanford v. Brand, 104 F.3d 982 (7th Cir. 1997); Chaudhuri v. Tennessee, 130 F.3d 232 (6th Cir. 1997)).

WHEREAS, the District reaffirms that this historical tradition may be allowed to continue at District and college events, but recognizes that, in accordance with past practice, the planners of important District and college events may wish, from time to time, to replace an invocation with a moment of silence or a brief inspirational message.

WHEREAS, the District desires to expand upon Resolution No. 09-23, and provide guidelines to the planners of important District and college events if they choose to invite a

speaker to deliver brief, personal remarks in the form of an invocation, a moment of silence, or inspirational message at important District and college events.

WHEREAS, the purpose of these guidelines is to continue to allow the event planners to direct the form and content of their own events, including the selection of the speakers at those events, the order within which they speak, and their role in the overall event program, without monitoring or review by the Board of Trustees of the South Orange County Community College District.

WHEREAS, to the extent Resolution No. 09-23 can be read in conflict with this Resolution, this Resolution shall control.

NOW THEREFORE, the Board of Trustees of the South Orange County Community College District FINDS, DECLARES, RESOLVES, and ORDERS that the following are adopted as official policies and practices of the District:

1. The decision on whether to select a speaker to deliver personal remarks in the form of an invocation, moment of silence, or opening and/or closing message, not to exceed two minutes, at important District and college events shall rest within the sole discretion of the event planners, whether they be students, faculty, administrators, classified employees of the District, or a combination thereof.
2. If the event planners, in their discretion, choose to invite a speaker to deliver personal remarks in the form of an invocation, moment of silence, or opening and/or closing message at important District and college events, the invocation, moment of silence, or message shall be given and/or led by a person chosen by the planners of the event, which may include a member of the community not affiliated with the District.
3. If the event planners, in their discretion, choose to invite a speaker to deliver personal remarks in the form of an invocation, moment of silence, or opening and/or closing message at important District and college events:
 - a. the content of the invocation or message, or in the case of a moment of silence, any introductory remarks by the selected speaker leading up to it,

shall be prepared by the selected speaker, as his or her personal remarks, and shall not be monitored or otherwise reviewed by the Board of Trustees of the South Orange County Community College District, its officials, or employees; and

- b. the person selected to deliver the invocation or message, or lead in the moment of silence, shall be provided with a copy of this Resolution and Resolution No. 09-23 not later than one week before they are scheduled to speak; shall be informed of the District's request that any personal remarks be non-sectarian; shall be informed that the opportunity to speak at a District or college event must not be exploited to proselytize or advance any one, or to disparage any other, faith or belief; and shall be informed of the District's request that their personal remarks be consistent with the purposes expressed in Paragraph 1 of Resolution No. 09-23, entitled "District policy regarding invocations at District and college events."

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on April 25, 2011.

President

Member

Vice President

Member

Clerk

Member

Member

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

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

ACTION: Approval

BACKGROUND

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

STATUS

McKenna Long & Aldridge, LLP will continue to assist in advisement on issues related to transfer agreements, remediation of environmental contamination, road and utilities easements and ongoing land use agreements. The professional fees for this project will be based on time and materials bases at a discounted hourly rate of: Robert E. Tritt, Partner at \$625 per hour; Tami L. Azorsky, Partner at \$710 per hour; and Sharice V. Owens, Associate, at \$325 per hour.

RECOMMENDATION

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

Albany
Atlanta
Brussels
Denver
Los Angeles

McKenna Long & Aldridge^{LLP}

Attorneys at Law

303 Peachtree Street, NE • Suite 5300 • Atlanta, GA 30308
Tel: 404.527.4000 • Fax: 404.527.4198
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New York
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ROBERT E. TRITT
(404) 527-8130

EMAIL ADDRESS
rtritt@mckennalong.com

April 1, 2010

Via E-mail

Dr. Randy Peebles, Associate Vice Chancellor
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Dear Randy:

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

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

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

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

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

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

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

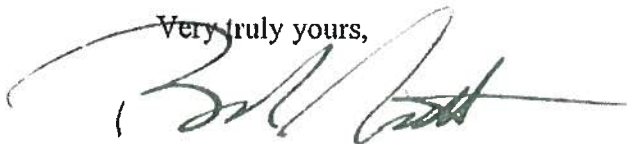
Dr. Randy Peebles
April 1, 2010
Page 2

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

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

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

Very truly yours,



Robert E. Tritt

RET/cew

ACCEPTED AND AGREED:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By: _____

Its: _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Commercial, Business, or Agency User Selection Criteria for ATEP

ACTION: Approval

BACKGROUND

Although the primary use of the site will be educational, the District desires to further develop the ATEP property in the future by entering into market rate leases with commercial, business or public and/or private users. Some of the contemplated uses will require implementation of the Term Sheet with the City of Tustin. These future leases will provide revenue to pay for future district buildings and related infrastructure at the ATEP site. Business, commercial, and agency leases will also enhance the education park concept as well as provide internship opportunities for students, synergistic collaborations, and workforce development.

STATUS

The commercial, business and agency users selected to enter into leases with the South Orange County Community College District at the ATEP site will be based upon the following criteria, subject to compliance with applicable City of Tustin agreements:

1. Provide the District, our communities, students, or businesses the benefit of services, resources or opportunities, consistent with, or in support of the vision and mission of ATEP and the SOCCCD;
2. Provide opportunities for :
 - a. internships,
 - b. part time jobs,
 - c. collaborations; or
 - d. use/shared use of equipment, software and/or other learning resources.
3. Be of a professional reputation consistent with ATEP's vision, mission and role within the SOCCCD and with the Colleges, and Tustin Legacy Master Plan;
4. Possess strong, documentable financial health, and be able to provide the District with market rate ground lease related income, to support future District building and infrastructure costs at the ATEP site.

The Board of Trustees may select all, part, or revise the proposed criteria listed above. Potential selected users will be presented to the Board of Trustees for final approval.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize the Chancellor to seek and negotiate market rate lease agreements with potential commercial, business, or agency users for the Advanced Technology & Education Park site based upon the approved user criteria, providing future District income to support buildings and infrastructure at the site, subject to compliance with applicable City of Tustin agreements.

Item Submitted By: *Randy W. Peebles, Ed.D., Associate Vice Chancellor of Economic Development*

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Education Partner Selection Criteria for ATEP

ACTION: Approval

BACKGROUND

The Board of Trustees upon approving the ATEP Phase 3a Concept Plan and Long-Range Academic & Facilities plan confirmed that the development of the 68 site of the Advanced Technology & Education Park ("ATEP") would include joint use education facilities. Education partners would provide ground lease revenue at market rates to help pay for future district buildings as well as infrastructure at the ATEP site. Education partner institutions will enhance the education park concept as well as provide articulation opportunities for students.

STATUS

The education institutions selected to partner with the South Orange County Community College District at the ATEP site will be based upon the following criteria:

- 1) Possess accreditation by Western Association of Schools and Colleges and/or comparable regional and professional accreditation agencies;
- 2) Be of a professional reputation consistent with ATEP's vision, mission and role within the SOCCCD and with the Colleges;
- 3) Demonstrate high potential for articulation / matriculation with SOCCCD college program(s);
- 4) Agree to noncompetition with existing SOCCCD college program(s);
- 5) Demonstrate a Career-Technical or High-Tech focus consistent with ATEP vision;
- 6) Possess strong, documentable financial health, and provide the District with market rate ground lease income to support District building and infrastructure costs at the ATEP site; and
- 7) May be a
 - a. State and/or public institution
 - b. Private, not-for-profit institution
 - c. Private, for-profit institution
 - d. Private, religious affiliated institution

The Board of Trustees may select all, part or revise the proposed criteria listed above. Potential selected partners will be presented to the Board of Trustees for final approval.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize the Chancellor to seek and negotiate market rate ground lease agreements with potential education partners for the Advanced Technology & Education Park site based upon the approved education partner criteria providing future District income to support buildings and infrastructure at the site.

Item Submitted By: *Randy W. Peebles, Ed.D, Associate Vice Chancellor of Economic Development*

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Demolition of Chapel at ATEP site

ACTION: Approval

BACKGROUND

One of the buildings remaining on the ATEP land is the chapel building. It has been abandoned for years and is in poor condition. This facility would not be available for student use unless brought up to DSA standards. If the decision is to demolish the structure, it would be most cost effective to include it with the current demolition contract work. While there was temporary interest from the Seal Beach Naval Weapons Base about moving this building to their site, interest and discussion have ended.

STATUS

A review of this structure was completed by gkkworks architects. They provided a report on the current condition and options for the District's further consideration. Summarizing the findings: the building and site are in poor condition; this wood frame structure has evidence of termite related damage; ADA related access issues (not ADA accessible) and potential remediation are significant; new HVAC systems and utilities are needed; and most building surfaces, roofing, and floors need to be replaced. The current building location may be problematic in the overall site plan requiring moving the structure to a new location prior to remodeling or repair.

A memorial will be incorporated into our site design commemorating the base, chapel and the people that have served. The City of Tustin has and will establish a total of three memorials in Tustin Legacy. The County of Orange also has draft plans for a memorial in the county park area. Below are the architect's cost estimates of various options for making this building 1) usable, 2) demolished or 3) moved:

- 1) Rebuild with DSA standards for student use: \$2.3 MM
- 2) Renovate and upgrade using DSA standards: \$1.7 MM
- 3) Renovate not using DSA standards: \$1.5 MM
- 4) Demolition of Building and site: \$75,000
- 5) Cost of moving to a new location at the ATEP site: \$221,620

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the demolition of the chapel building and initiation of planning for a memorial.

Item Submitted By: *Randy W. Peebles, Ed.D., Associate Vice Chancellor of Economic Development*

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP-4306-Calendar, BP-104-Student Member of the Board of Trustees

ACTION: Discussion/Approval

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

Two board policies are presented to the board for "Discussion/Approval." The new language and amendments to the board policy 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. BP-4306: Calendar, was presented to the Chancellor's Cabinet on March 10, 2011 for review and recommendation to the Chancellor and presented to the Board of Trustees for review and study at the March 28, 2011 board meeting. BP-104: Student Member of the Board of Trustees, was presented to the Chancellor's Cabinet on February 10, 2011 for review and recommendation to the Chancellor and presented to the Board of Trustees for review and study at the February 28, 2011 meeting and for discussion/approval at the March 28, 2011 board meeting. Trustees recommended minor revisions and the BP & AR Advisory Council, with majority approval, agreed the board policy should return for discussion/approval at the April 25, 2011 board meeting.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for discussion/approval the board policies, as shown in EXHIBITS A & B.

BOARD POLICY

4306

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

PERSONNEL

CALENDAR

The Board of Trustees will annually adopt a calendar 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).~~

Reference:

California Education Code, Section 88205.5

Adopted: 12-09-85

Revised: 4-10-89

Technical Update: 4-26-99

BOARD POLICY

104

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

STUDENT MEMBER OF THE BOARD OF TRUSTEES

- A. There shall be one nonvoting (advisory) student member of the Board of Trustees, ~~(California Education Code, Section 72023.5).~~

B. Qualifications

Candidates for Student Trustee must meet the following criteria:

1. At the time of nomination and during the term of service the student shall be a resident of California as determined pursuant to California Education Code, Section 68000 et. seq., including but not limited to Section 68062 (a-i).
2. Be currently enrolled in the South Orange County Community College District (SOCCCD) for at least five units and is in good standing (i.e., not on academic or social probation). The student member is not required to give up employment with the District.
3. Have completed no ~~less~~ fewer than 12 units in the SOCCCD.
4. Have a minimum cumulative 2.0 G.P.A.
5. Candidates must be students of record of the designated college prior to and during their term of office.

C. Requirements of Office

While in office the Student Trustee must:

1. Maintain eligibility as defined in Section B, 1., 2., 3., and 4 (above), during his/her term of office.
2. Hold no other elected or appointed ~~ASGSC/ASIVC Associated Student Government (ASG)~~ positions within the SOCCCD.

D. Term of Office

1. The term of the Student Trustee is one year (May through the following April).
2. A Student Trustee term of office terminates upon a determination of disqualification under the provisions of Section E.

STUDENT MEMBER OF THE BOARD OF TRUSTEES

E. Disqualification from Office

1. Automatic and immediate forfeiture of office, including all rights and privileges thereof, will be required if the Student Trustee:
 - a. Does not maintain the requirements of office contained in Sections B, C, and K; or
 - b. Is suspended for more than 10 days pursuant to student conduct policies or regulations.
2. A student disqualified from office under the provisions above, shall be liable for any compensation received after he or she became ineligible for office.
3. Upon disqualification from office, the student must immediately return all District property provided to him or her while in office.
4. In addition to any of the disqualifying event set forth above, the office of Student Trustee will become vacant upon the occurrence of any of the events set forth in Government Code, Section 1770.

F. Election

There shall be an ~~general~~ election during the spring semester, ~~at each campus.~~ The student trustee position shall be rotated between Irvine Valley College and Saddleback College. The election shall be held only on the campus of the college that is designated for the student trustee position for the upcoming year. ~~All eligible Districtwide candidates shall be placed on one ballot at each campus.~~ The Student Member of the Board of Trustees will be elected by students enrolled at the designated college within the SOCCCD.

G. Recall

The Student Trustee is subject to recall procedures established for recalling officers of the Associated Student Governments at each campus. ~~If the recall vote fails at any campus, the recall fails.~~ No recall election will be held if the petition to recall is received within 90 days prior to the scheduled student elections, which are held in April.

H. Selection of a Replacement

If a Student Trustee position becomes vacant due to qualification, recall, resignation, or other reasons, the board shall:

Adopted: 7-14-80
Revised: 4-23-82
Revised: 3-07-88
Revised: 1-17-89

Revised: 5-11-92
Revised: 4-25-94
Revised: 4-26-99
Revised: 8-26-02

Revised: 11-29-03
Revised: 11-14-05
Revised: 8-27-07
Revised: 8-26-08

STUDENT MEMBER OF THE BOARD OF TRUSTEES

1. Order a special election, or
2. Make an appointment to fill the vacancy within 60 days. All rules of eligibility shall apply and the replacement Student Trustee shall serve out the remainder of the one-year term.

No special election will be called if the vacancy occurs within 90 days prior to the scheduled April student elections. The student member position on the board will remain vacant for that time.

I. Installation in Office

1. The person elected or appointed student trustee will be sworn into office at the first board meeting following his or her election, or at the meeting at which he or she is appointed by the board.
2. The President of the Board of Trustees may appoint a Trustee to serve as ~~his or her~~ the student trustee's mentor:-

J. Rights and Privileges

On or before the regular meeting in April of each year, the Board shall consider whether to afford the student member any of the following privileges:

1. The Student Trustee shall be seated with the board and be recognized as a full member of the Board at public meetings, and shall receive all materials presented to board members for open session, and to participate in discussion at board meetings.
2. The Student Trustee shall have the right to make and second motions.
3. The Student Trustee shall be compensated in the amount of \$200 per month paid by the District.
4. The Student Trustee shall receive mileage reimbursement (BP-4051, Reimbursement) paid by the District.
5. The Student Trustee shall receive the same college health services available to all college students, and said services shall be paid for by the District.
6. With prior Board of Trustee approval, the Student Trustee may attend State of California conferences which relate to their duties as a student member of the Board of Trustees. Reimbursement will be paid by the District.

Adopted: 7-14-80
Revised: 4-23-82
Revised: 3-07-88
Revised: 1-17-89

Revised: 5-11-92
Revised: 4-25-94
Revised: 4-26-99
Revised: 8-26-02

Revised: 11-29-03
Revised: 11-14-05
Revised: 8-27-07
Revised: 8-26-08

STUDENT MEMBER OF THE BOARD OF TRUSTEES

7. The Student Trustee shall receive college parking fee reimbursement paid by the District.

K. Duties and Responsibilities

The Student Trustee shall agree to perform to the best of his/her ability the following duties and responsibilities:

1. Attend all regular and special meetings of the board, except closed sessions. ~~In addition to any of the disqualifying event set forth above, the office of Student Trustee will become vacant upon the occurrence of any of the events set forth in Government Code, Section 1770.~~
2. Review the agenda of the board prior to each meeting.
3. Confer with leaders of the ASGSC/ASIVC-Associated Students at least monthly at each campus prior to each meeting of the board.
4. When appropriate, confer with students, student groups and organizations, and/or college and District administrators in relation to District policies and board actions and/or agenda items.
5. Participate in the discussion of agenda items presented.
6. Cast an advisory vote on public agenda items; however, the Student Trustees vote will not be included in determining the vote required to carry any measure before the board.
7. When appropriate, provide feedback to all students, student groups, and leaders of the associated student governments at each campus concerning District and board policies and actions.

See J. (above), Rights & Privileges

Reference:

California Education Code Section 72023.5

Adopted: 7-14-80
Revised: 4-23-82
Revised: 3-07-88
Revised: 1-17-89

Revised: 5-11-92
Revised: 4-25-94
Revised: 4-26-99
Revised: 8-26-02

Revised: 11-29-03
Revised: 11-14-05
Revised: 8-27-07
Revised: 8-26-08

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP-4000.4-Equal Employment Opportunity, BP-4000.6-Complaints – Harassment and Discrimination, BP-4002-Job Specifications and Authorized Positions, BP-5612-Adding Courses, BP-5613-Transcripts, BP-5614-Withholding of Student Records, BP-110-Code of Ethics-Standards of Practice

ACTION: Review and Study

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

STATUS

Seven 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 April 14, 2011 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 G.

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

4000.4

PERSONNEL

EQUAL EMPLOYMENT OPPORTUNITY

It is the intent of the Board to establish and maintain within the District and all of its programs and activities a policy of equal opportunity in employment for all persons, and to prohibit discrimination, preferential treatment, or harassment based on sex, age, ~~(gender)~~, race, color, ethnic group identification, national origin, ancestry, religion, mental or physical disability, medical condition, marital status or sexual orientation or because an individual is perceived as having one or more of the above characteristics.

It is the intent of the Board to implement the requirements of Title 5 ~~Calif. Code of Regulations, Section 53000 et. seq.~~ (relating to equal opportunity and nondiscrimination in employment) including the various provisions of federal law cited therein, except ~~in so far~~ "insofar" as the referenced provisions of law have been found to be inapplicable to agencies of the state and their officials.

The Chancellor shall develop for review and adoption by the Board, a program and plan for achieving equal employment opportunity in compliance with Calif. Ed. Code and Title 5 Regulations adopted by the Board of Governors, and as from time to time modified or clarified by judicial interpretation.

Nothing in this policy or implementing administrative regulations shall be construed to conflict with or be inconsistent with the provisions of Article 1, Section 31, of the California Constitution (relating to discriminatory preferences) or to authorize conduct that is in conflict with or is inconsistent with such provisions.

~~If required by federal law, any District affirmative action plan shall be consistent with the provisions of Title 41 of the Code of Federal Regulations.~~

Reference:

Title 5, California Code of Regulations, Section 53000 et. seq.

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

4000.6
PERSONNEL

COMPLAINTS – HARASSMENT AND DISCRIMINATION

The Board of Trustees of the South Orange County Community College District is committed to providing an environment for work and learning that is free of discrimination and harassment. In keeping with this commitment, the District maintains a strict policy prohibiting unlawful discrimination, including harassment. This policy applies to employees, including management and non-management employees, to applicants for employment, and to students. It prohibits discrimination, including harassment on a basis prohibited by state and federal regulations for community colleges on nondiscrimination, including race, religion, creed, color, national origin, ancestry, physical or mental disability, marital status, gender, sexual orientation, or age.

Discrimination includes denial of the benefits of employment or of a community college activity or program on a basis prohibited by law. Harassment includes, but is not limited to unwanted sexual advances and requests for sexual favors where: (1) submission to such conduct is made an explicit or implicit term or condition of employment, ~~or academic status,~~ or process standing; (2) submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or learning environment. Employees or students who violate this policy are subject to disciplinary action.

Formal complaints under this policy shall be investigated according to the guidelines set forth in Title 5, Calif. Code of Regulations, Section 59300, et seq., and the District's "Sexual Harassment Policy and Complaint Procedure," which is on file in the office of the Chancellor and/or designee and in the offices of the College Presidents and/or designees.

Legal References:

Government Code, Sections 11135-11139.5; Title 5, Calif. Code of Regulations, Section 59300 et seq.; Title IX of the Education Amendments of 1972, as amended; Title VI and Title VII of the Civil Rights Act of 1964, as amended; Executive Order 11246, as amended; Rehabilitation Act of 1973, Sections 503 and 504; Age Discrimination in Employment Act of 1967, as amended; Age Discrimination Act of 1975; Americans with Disabilities Act of 1990 and California Labor Code, Section 1102.1. Education Code Section 66250 et. Seq.

Revised: 8-24-82
Revised: 4-10-89
Revised: 6-15-98
Revised: 4-26-99
Revised: 1-20-04

BOARD POLICY

4002

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

PERSONNEL

JOB SPECIFICATIONS AND AUTHORIZED POSITIONS

The Chancellor will recommend the establishment of new academic, classified, and unclassified job classifications to the Board of Trustees. In addition, [the Office of Human Resources](#)~~the Chancellor~~ will provide a job specification and proposed salary range for each proposed position.

Adopted: 8-24-82
Revised: 4-10-89
Revised: 4-26-99
Revised: 1-20-04

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

5612
STUDENTS

ADDING COURSES

~~Students may add a course prior to the census date for that course. After the first day of class, students may add only with the instructor's approval.~~

DELETE – This board policy will be included in new Administrative Regulation 5075.

Revised: 5-15-89
Revised: 4-26-99
Revised: 11-14-05

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

5613
STUDENTS

TRANSCRIPTS

Each student who completes work at the college is entitled to two copies of transcripts or two verifications without charge. Additional copies may be obtained at a reasonable charge as stated in the college catalogs and other electronic publications. ~~(Calif. Ed. Code, Section 76223).~~

Reference:

California Education Code, Section 76223

Revised: 5-15-89
Revised: 4-26-99
Revised: 8-30-04
Revised: 1-31-05

BOARD POLICY

5614

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

WITHHOLDING OF STUDENT RECORDS

Students or former students who have been provided with written notice that they have failed to pay a proper financial obligation may have grades, transcripts, diplomas, and registration privileges withheld, or any combination thereof, until such financial obligation is met. ~~(Title 5, Calif. Code of Regulations, Section 59410).~~

Reference:

Title 5, California Code of Regulations, Section 59410

Adopted: 12-04-95
Revised: 4-26-99
Revised: 8-30-04
Revised: 1-31-05

BOARD POLICY

1400110

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES COMMUNITY
RELATIONS

CODE OF ETHICS - 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 –STANDARDS OF PRACTICEBP-1101400

- ~~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.~~

The Board maintains high standards of ethical conduct for its members. Members of the Board are responsible to establish and uphold, implement and enforce all laws and codes applying to the District. Given this basic charge, the activities and deliberations of the Board of Trustees will be governed by the following Code of Ethics:

Each member of the Board will:

1. Avoid any situation that may constitute a conflict of interest and disqualify him/herself from participating in decisions in which he or she has a financial interest. Conflicts of interest may relate not only to the individual trustee but also to his or her family and business associates, or transactions between the District and trustees, including hiring relative, friends, and business associates as college employees.
2. Recognize that the Board acts as a whole and that the authority rests only with the Board in a legally constituted meeting, not with individual members.

3. Maintain confidentiality of all Board discussions held in closed session and recognize that deliberations of the Board in closed session are not to be released or discussed in public without the prior approval of the Board by majority vote, in compliance with BP 122.
4. As an agent of the public entrusted with public funds protect, advance and promote the interest of all citizens maintaining independent judgment unbiased by private interests or special interest groups.
5. Ensure that the District, in compliance with all applicable Federal and State laws, does not discriminate on the basis of race, color, national origin, ancestry, marital status, age, religion, disability, sex, or sexual orientation in any of its policies, procedures or practices.
6. In all decisions hold the educational welfare and equality of opportunity of the students of the District as his or her primary concern; Board members should demonstrate interest in the respect for student accomplishments by attending student ceremonies and events.
7. Attend and participate in all meetings insofar as possible, having prepared for discussion and decision by studying all agenda materials.
8. Conduct all District business in open public meetings unless in the judgment of the Board, and only for those purposes permitted by law, it is appropriate to hold a closed session.
9. Enhance his or her ability to function effectively as a trustee through devotion of time to study contemporary educational issues, as well as attendance at professional workshops and conference on the duties and responsibility of trustees.
10. Promote and maintain good relations with fellow Board members by:
 - A. Respectfully working with other Board members in the spirit of harmony and cooperation and giving each member courteous consideration of his or her opinion.
 - B. Respecting the opinion of others and abiding by the principle of majority rule.
 - C. Work with my fellow Board members in a spirit of respect and civility in spite of differences of opinion that may arise during vigorous debates of points of view.
11. Promote an effective working relationship with the Chancellor and district staff by:
 - A. Providing the responsibility, necessary authority, and support to effectively perform their duties.
 - B. Referring complaints and/or criticisms through the appropriate channels as previously agreed upon by the Chancellor and the Board.

- C. Be an advocate of the District in the community by encouraging support for and interest in the South Orange County Community College District.
- D. Remember at all times that as an individual I have no legal authority outside the meetings of the Board and conduct my relationships with District staff, students, the local citizenry, and the media on that basis.

ENFORCEMENT

All Board members are expected to maintain the highest standards of conduct and ethical behavior and to adhere to the Board's Code of Ethics. The Board reserves the right to censure any Board member who does not adhere to this policy or engages in other unethical conduct.

- A. Censure is an official expression of disapproval passed by the Board of Trustees. A Board member may be subject to a resolution of censure by the Board of Trustees should it be determined the Trustee misconduct has occurred.

- B. A complaint of Trustee misconduct will be referred to the Board President.

With the assistance of legal counsel, the Board President will appoint an ad hoc committee of three Trustees not associated with the complaint to conduct an investigation and review of the matter. In the event the complaint involves the Board President, another officer of the Board shall form the ad hoc committee. A thorough fact finding process, formulated in a manner deemed appropriate by the committee, shall be initiated. The committee shall be guided in its inquiry by the standards set forth in this policy and shall complete their inquiries within a reasonable period of time.

- C. The Trustee subject to the charge of misconduct shall not be precluded from presenting information to the committee.

- D. The committee shall, within a reasonable period of time, make a report of its findings to the Board of Trustees for action.

- E. Board members who are found by a majority of the Board to have acted unethically or to have violated this policy may be subject to reprimand, possible exclusion from closed sessions, public censure, referral to the District Attorney for criminal prosecution, or other action as determined by the Board.

Reference:

Accreditation Standard IV B.1. a, e, & h

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Resolution No. 11-09: Retiree Board of Authority for the (OPEB) Trust Fund

ACTION: Approval

BACKGROUND

In April 2008 the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The Board of Trustees appointed a Retirement Board of Authority comprised of five members: the Deputy Chancellor, the Vice Chancellor of Human Resources, the District Director of Fiscal Services, the Director of Fiscal Services at Saddleback College and the Director of Fiscal Services at Irvine Valley College to engage in decision making and other corresponding agreements on behalf of the District.

STATUS

The Deputy Chancellor retired on June 30, 2010. At the May 24, 2010 authorization to establish and announce the Vice Chancellor of Business Services position was approved by the Board of Trustees. In order for the Vice Chancellor of Business Services position to replace the Deputy Chancellor the Retirement Board of Authority must have the authorization of the Board of Trustees.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Resolution No. 11-09 (Exhibit A) to replace the Deputy Chancellor on the Retirement Board of Authority with the Vice Chancellor of Business Services to engage in decision making and other corresponding agreements on behalf of the District.

FUTURIS PUBLIC ENTITY INVESTMENT TRUST**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CERTIFIED RESOLUTIONS
OF THE BOARD OF TRUSTEES****RESOLUTION No.: 11-09**

WHEREAS, the **South Orange County Community College District** ("Employer") currently provides certain of its eligible retirees with benefits categorized as "Other Post Employment Benefits" ("**OPEB**") under the California School Accounting Manual and applicable standards;

WHEREAS, under applicable regulation, OPEB funds must be accounted for in a specific manner; and

WHEREAS, the Board has previously established a trust to be used for the purposes of: (i) investment and disbursement of funds irrevocably designated by Employer for the payment of its obligations to eligible employees (and former employees) of Employer and their eligible dependents and beneficiaries for life, sick, hospitalization, major medical, accident, disability, dental and other similar benefits (sometimes referred to as "other post-employment benefits," or "**OPEB**"), in compliance with Governmental Accounting Statement Nos. 43 and 45; and (ii) investment and disbursement of excess funds held by Employer for future use in connection with any lawful purpose of Employer, as further described herein;

WHEREAS, the Board established a Retirement Board of Authority for the Trust (the "**Retirement Board of Authority**"), which shall be appointed, terminated or replaced by the Employer at any time to serve at the pleasure of the Board, to have the authority to engage other necessary providers of services in connection with the Program, including the adoption of the Trust, the appointment of a fiduciary trustee and custodian, as well as to make any and all other decisions in the name of and on behalf of the Employer with regard to the Trust and other applicable agreements;

WHEREAS, the Retirement Board of Authority is comprised of the following positions:

Deputy Chancellor, Vice Chancellor of Human Resources, District Director of Fiscal Services, Director of Fiscal Services Saddleback College, Director of Fiscal Services Irvine Valley College,

NOW THEREFORE, be it:

RESOLVED, that the following positions will constitute the Retirement Board of Authority.

Title: Vice Chancellor of Business Services

Title: Vice Chancellor of Human Resources

Title: District Director of Fiscal Services

Title: Director of Fiscal Services Saddleback College

Title: Director of Fiscal Services Irvine Valley College

I DO HEREBY CERTIFY that I am the Gary L. Poertner, Secretary of the South Orange County Community College District, and that the foregoing is a true and correct copy of the resolutions of the Board of Trustees of the Employer, duly adopted and approved at a meeting which was duly called and held in accordance with all applicable provisions of law and the [bylaws] of the Employer, on the 25th day of April, 2011.

I FURTHER CERTIFY that the above resolutions are presently in full force and effect and have not been amended or revoked.

IN WITNESS WHEREOF, this certificate has been executed on 26th day of April, 2011.

CERTIFIED BY AND ATTESTED TO

Gary L. Poertner, Chancellor

Printed Name and Title of Signer

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Authorization to Seek Proposals for Lease/Leaseback Services

ACTION: Approval

BACKGROUND

On February 28, 2011, staff and legal counsel presented a summary of the lease/leaseback delivery method which was followed by an active question and answer session. On March 28, 2011, staff recommended the Board of Trustees approve authorization to seek proposals. Board member Tom Fuentes requested the matter be tabled to allow time for community members to respond and staff to perform a comparative analysis with a County of Orange labor concern.

The County of Orange concern was with Project Labor Agreements which involve a type of collective bargaining agreement entered into between labor organizations and a contractor. Some public agencies require Project Labor Agreements on a project by project basis. The recommended lease/leaseback approach has nothing to do with Project Labor Agreements nor would it include any obligation to contract solely with labor unions. All public agency projects, including ours and with or without the use of the lease/leaseback delivery method, are required to adhere to labor compliance regulations which include prevailing wage requirements, fringe benefit requirements and must meet apprenticeship obligations per Labor Code section 1770 et seq.

Education Code section 81330 et seq., the "lease/leaseback provision", permits a district's governing board to lease real property for the purpose of constructing buildings for district use. This delivery method is recognized by the state legislature as a proven method to deliver education facilities on time, on budget and with a reduced level of public agency risk associated with design issues, delays and cost overruns. The lease/ leaseback delivery method can be and will be designed to include a competitive proposal process and the initial "Request for Proposals" will be open to all contractors.

STATUS

Staff reviewed the County of Orange Board Supervisors Project Labor Agreement concerns and determined no correlation between this issue and the lease/leaseback delivery method.

The lease/leaseback approach may be a preferred construction delivery method on a number of future projects. The best way to explore this opportunity will be to

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

conduct a Request for Proposals process. Staff would like to pursue lease/leaseback for future projects.

Estimated costs for developing the process and documents are \$25,000. Funds for the necessary legal services will be drawn from the associated project budgets.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve authorization to seek proposals for lease/leaseback services.

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 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 and Exhibit B.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. **ACADEMIC EMPLOYMENT** (Ratified – Pursuant to Board Policy 4002.1)

- a. BEAR, TERESA, is to be employed as Chemistry Instructor, Pos #1620, Division of Mathematics, Sciences and Engineering, Saddleback College, effective August 15, 2011. Approximate Salary Placement: Class II, Step 6. This is a replacement position for Curtis Mc Lendon, who retired. (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>
¹ Gabdrakhmanova, Farida	AS/Interior Design	Interior Design/SC	I/6	05/23/11
Sanchez, Sandra	MS/Biology	Biology/IVC	II/6	06/15/11

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>
¹ Alles, Erika	BA/Biology	Med. Assisting/SC	I/6	03/21/11

B. AUTHORIZATION TO ELIMINATE AN ACADEMIC ADMINISTRATIVE POSITION AND/OR POSITION NUMBERS

1. DEAN, PHYSICAL EDUCATION, KINESIOLOGY AND ATHLETICS, Pos #3792, Academic Administrative Salary Category II, Division of Physical Education, Kinesiology and Athletics, Saddleback College seeks authorization to eliminate this full-time position from its staff complement, effective March 29, 2011. (Position approved: November 13, 2007)

C. AUTHORIZATION TO ESTABLISH AN ACADEMIC ADMINISTRATIVE POSITION

1. DEAN, KINESIOLOGY AND ATHLETICS, Academic Administrative Salary Category II, Division of Kinesiology and Athletics, Saddleback College seeks authorization to establish this full-time position to its staff complement, effective **March 29, 2011**. This position reflects a change in title only to be in alignment with the change in Division name as approved by the Board of Trustees on March 28, 2011.

¹ Per state chancellor's minimum qualifications, a Master's degree is not required to teach this subject.

D. AUTHORIZATION TO CHANGE ORGANIZATION REPORTING STRUCTURE AND REALIGNMENT

1. Saddleback College seeks authorization to change the organization reporting structure for the faculty and staff reporting to the Dean of Physical Education, Kinesiology and Athletics, to begin reporting to the Dean of Kinesiology and Athletics, effective **March 29, 2011**.

E. CHANGE OF STATUS

1. ANTHONY LIPOLD, ID#11210, Dean of Physical Education, Kinesiology and Athletics, Pos #3792, Division of Physical Education, Kinesiology and Athletics, Saddleback College, Academic Administrator Salary Category II, Step 6, is to be given a change in title only to Dean of Kinesiology and Athletics, Division of Kinesiology and Athletics, Saddleback College, Academic Administrator Salary Category II, Step 6, effective **March 29, 2011**. This change in title only is to be in alignment with the change in Division name approved by the Board of Trustees on March 28, 2011.

F. 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>
Cesareo-Silva, Claire	Accreditation report/SC	\$ 6,858.00	02/11/11-05/19/11
Davis-Allen, Lisa	Co-Chair, Accreditation/IVC	3,442.00	01/10/11-05/20/11
Dominguez, Carmen	Accreditation report/SC	6,858.00	02/11/11-05/19/11
Garcia, Renee	Create Anthropol. Inventory/SC	1,290.75	01/10/11-05/19/11
Wilner, Karen	Guest Speaker/SC	100.00	05/13/11-05/13/11

G. 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>
Alexander, James	HIT Development/SC	\$ 688.40	01/10/11-04/30/11
Altman, Cheryl	BSI Project/SC	413.04	01/10/11-05/19/11
Benson, Kyla	Present Fashion Wkshop/SC	200.00	03/11/11-03/11/11
Byron, Meredith	Prepare Fashion Wkshop/SC	100.00	03/11/11-03/11/11
Cassens, Michael	Basic Skills Workshop/IVC	150.00	03/01/11-03/31/11
Choo, Brooke	Basic Skills Workshop/IVC	75.00	03/01/11-03/31/11
Craner, Michelle	Present Fashion Wkshop/SC	200.00	03/11/11-03/11/11
Fox, Lindsay	Present Fashion Wkshop/SC	200.00	03/11/11-03/11/11
Gomez-Ortigoza, Linda	Assist Fashion Wkshop/SC	100.00	03/11/11-03/11/11
Goodspeed, Joan	Present Fashion Wkshop/SC	200.00	03/11/11-03/11/11
Green, Denise	BSI Project/SC	1,032.60	01/10/11-05/19/11
Grimm, Amy	Dev. Career Tech Ed Cs/IVC	1,200.00	05/01/11-05/20/11
Hare, Matthew	Perform Concert Hour/SC	250.00	02/10/11-02/10/11
Harper, Melody	Basic Skills Workshop/IVC	75.00	03/01/11-03/31/11
Hill, Joan	TPP Workshop Series/IVC	150.00	05/01/11-05/20/11

G. 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 Amount</u>	<u>Effective Date</u>
Inlow, Lisa	Prep/present Fashion Wkshop/SC	200.00	03/11/11-03/11/11
Kaminski, Katy	Prepare Fashion Wkshop/SC	100.00	03/11/11-03/11/11
Lagatta, Jill	BSI Project/SC	619.56	01/10/11-05/19/11
Mathur, Roopa	Co-Proj. Dir./New Media Ctr/IVC	1,090.00	01/03/11-05/19/11
Melendez, Robert	Basic Skills, Workshop/IVC	150.00	03/01/11-03/31/11
McGroarty, Diane	Present Fashion Wkshop/SC	200.00	03/11/11-03/11/11
Meyer, Clifford	Perkins/VTEA Activities/SC	500.00	01/10/11-05/19/11
Meyer, Clifford	Perkins/VTEA Activities/SC	500.00	08/23/10-12/19/10
Monda, David	Present TPP Wkshop Series/IVC	300.00	03/21/11-04/30/11
Nowland, Judith	Present Fashion Wkshop/SC	200.00	03/11/11-03/11/11
Renault, Irene	BSI Project/SC	1,032.60	01/10/11-05/19/11
Rosenn, Tristen	Perform Concert/Foundation/SC	175.00	01/24/11-01/24/11
Rybold, Gary	Present TPP Wkshp Series/IVC	300.00	04/11/11-04/30/11
West, Tracy	Present Fashion Wkshop/SC	200.00	03/11/11-03/11/11
Serpas, Summer	Present TPP Workshop Series/IVC	150.00	05/01/11-05/20/11
Stevens, Kay	HIT Development/SC	1,101.44	01/10/11-04/30/11
Stewart, Robert	Co-Proj. Dir./New Media Ctr/IVC	1,090.00	01/03/11-05/19/11
Terranova, John	Basic Skills Workshop/IVC	75.00	03/01/11-03/31/11
Titus, Jodi	Recycle/Resource Mgmt Prog/IVC	2,400.00	01/03/11-05/20/11
Wegenek, Amira	Present TPP Workshop Series/IVC	300.00	04/25/11-04/30/11

H. REQUEST TO RESCIND WORKLOAD BANKING LEAVE

1. MC GROGAN, DANIEL MARTIN, ID #3511, Physical Education Instructor, Pos #1523, School of Health, Physical Education and Athletics, Irvine Valley College, is requesting to rescind request for a leave of absence for the Spring, 2011 Semester, in accordance with Article XXVIII, Academic Employee Master Agreement 2007-2010, in compliance with the Workload Banking Program. This leave was approved by the Board of Trustees on February 22, 2010.

I. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. CLARKE, JENNY, ID #13151, Biology Instructor, Pos #1728, Academic Faculty Salary Column V, Step 11, Division of Mathematics, Sciences and Engineering, Saddleback College, resignation effective June 15, 2011. Payment is authorized for any compensated time off. (Start date: August 14, 2006)

ATTACHMENT 1

NAME: Teresa Bear

POSITION: Chemistry Instructor
Saddleback College
Full-Time, Tenure-Track

EDUCATION:

Ed.D (In Progress) Educational Leadership and Management
Capella University
Minneapolis, MN

M.S. Chemistry (emphasis in organic chemistry)
University of California, Irvine
Irvine, CA

B.S. Chemistry
University of California, Irvine
Irvine, CA

EXPERIENCE:

Teresa Bear has been a part-time Chemistry Instructor at Saddleback College since Fall 2007. During her time at Saddleback College, Ms. Bear has instructed various courses, including Introductory Chemistry, General Chemistry, Allied Health Chemistry, and Organic Chemistry. While teaching at Saddleback, Ms. Bear has also regularly taught Introductory Chemistry courses at Mira Costa College in Oceanside, CA. Prior to relocating to California, she spent 2 years teaching Allied Health Chemistry courses part-time at Naugatuck Valley Community College in Waterbury, CT. In the three plus years immediately following the completion of her Master's degree, Ms. Bear worked as an Associate Scientist for both Bayer Pharmaceuticals and Pfizer Global R&D. While a student at UC Irvine, Ms. Bear served as both a Undergraduate Research Assistant and a Graduate Research Assistant, as well as a Teaching Assistant. Ms. Bear is currently studying at Capella University and is expecting to complete her Ed.D. in Educational Leadership and Management in 2012.

FELLOWSHIPS AND AWARDS:

- 2011 - Saddleback College Part-Time Instructor of the Year
- 1999 - Chemistry Department Teacher Assistant of the Year, University of California, Irvine.
- 1996-1998 - Dean's List 6 out of 6 quarters, University of California, Irvine

PUBLICATIONS:

- "Diastereoselective Nucleophilic Substitution Reactions of Oxasilacyclopentane Acetals: Application of the 'Inside Attack' Model for Reactions of Five-Membered Ring Oxocarbenium Ions." Bear, T.J.; Shaw, J.T.; Woerpel, K.A. *J. Org. Chem.* **2002**, 67, 2056-2064.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Classified Personnel Actions – Regular Items

ACTION: Approval/Ratification

BACKGROUND

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the classified personnel actions as shown in Exhibit A and Exhibit B.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- a. ALVARADO, CHRISTIAN is to be employed as Director of Financial Aid, Pos #2934, Financial Aid, Office of Student Services, Saddleback College, Classified Management Salary Range 07, Step 5, 40 hours per week, 12 months per year, effective May 16, 2011. This is a replacement position for Mary Hall, who retired.
- b. BARCENAS, JAMES is to be employed as Instructional Assistant, Pos #4322, School of Library Services, Irvine Valley College, Classified Bargaining Unit Salary Range 122, Step 1, 40 hours per week, 12 months per year, effective April 12, 2011. This position was approved by the Board of Trustees on October 25, 2010.
- c. CASTORENA, ANTHONY is to be employed as Custodian, Pos #3156, Facilities Custodial, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Range 113, Step 1, plus 7.5% shift differential, 40 hours per week, 12 months per year, effective March 31, 2011. This is a replacement position for Francisco Cinto.
- d. CHU, HENCELYN, ID #15952 is to be employed as contract manager/term appointment as San Jose University ARRA Grant Project Director, categorical funded, Classified Management Salary Range 06, Step 1, 27.2 hours per week, Division of Health Sciences and Human Resources, Saddleback College, for a period of February 1, 2011 through June 30, 2011. Employment in this categorical position is contingent upon the ARRA sub-award agreement and the availability of funding through the SJSU grant.
- e. JENKIN, DAVE is to be employed as Director of College Foundation, Pos #3039, College Foundation, Office of College Fiscal Services, Saddleback College, Classified Management Salary Range 08, Step 4, 40 hours per week, 12 months per year, effective April 29, 2011. This is a replacement position for Michelle Anstadt.
- f. SPEAKMAN, JOYCE is to be employed as Administrative Assistant, Pos #4354, Division of Mathematics, Sciences and Engineering, Saddleback College, Classified Bargaining Unit Salary Range 121, Step 1, 29 hours per week, 12 months per year, effective April 4, 2011. This is a replacement position for Patricia O'Connor, who retired. This position was approved by the Board of Trustees on January 20, 2011 to replace Pos #3205.
- g. THERIAULT, SANDRINA is to be employed as Dispatcher, Pos #4259, Office of Campus Safety and Security, Irvine Valley College, Classified Bargaining Unit Salary Range 117, Step 1, 40 hours per week, 12 months per year, effective April 25, 2011. This position was approved by the Board of Trustees on February 22, 2010.

A. NEW PERSONNEL APPOINTMENTS

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>
Anzlovar, Barbara	Health Office Assistant/SC	115/1	03/30/2011
¹ Hall, Mary	Director of Financial Aid/SC	RS98/12	04/04/2011
LeMaster, Sharon	Administrative Assistant/District	121/1	03/16/2011
Taylor, Carol	Receptionist/District	113/1	04/05/2011

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>
Azar, Mursel	Project Specialist/SC	18.00	04/01/11-06/30/11
² Casillas, Meghan	Project Specialist/SC	18.00	03/03/11-06/30/11
Cubillos Bezanilla, S.	Clerk, Short-Term/SC	10.00	03/25/11-06/30/11
Dryer, Janet	Project Specialist/SC	9.50	01/15/11-06/30/11
Esteban, Greg	Coaching Aide/SC	15.00	03/25/11-06/30/11
Hartman, Randi	Coaching Aide/SC	15.00	03/17/11-06/30/11
Hatter, Kelly	Project Specialist/SC	10.50	02/15/11-06/30/11
Hellreigel, John	Project Specialist/SC	18.00	03/03/11-06/30/11
Kwok, Anne	Project Specialist/SC	16.00	03/03/11-06/30/11
Link, Inna	Project Specialist/SC	13.00	03/01/11-06/30/11
Madani, Mahsa	Project Specialist/IVC	14.00	03/21/11-06/30/11
Martinez, Paul	Project Specialist/SC	8.50	03/08/11-06/30/11
McNamee, Carly	TMD Aide/IVC	12.00	03/14/11-06/30/11
Mitchell, JoAnn	Clerk, Short-Term/SC	15.00	04/11/11-06/30/11
Newell, Phillip	Project Specialist/SC	18.00	03/11/11-06/30/11
Noonen, Ethlean	TMD Aide/SC	13.00	03/22/11-06/30/11
Nutting, Patricia	Clerk, Short-Term/SC	10.00	03/10/11-06/30/11
Prewitt, Jennifer	Project Specialist/SC	8.50	03/03/11-06/30/11
Robertson, Scott	TMD Aide/SC	20.00	03/16/11-06/30/11
Scienski, Sandra	Project Specialist/SC	16.00	03/14/11-06/30/11
Warn, Rochelle	Project Specialist/SC	16.00	03/15/11-06/30/11

¹ Retired from Saddleback College through CalPERS. Temporary assignment is in previous held permanent appointment.

² Daughter of Lurdes Casillas, Senior Administrative Assistant, Office of Admissions, Records & Enrollment Services, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS

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>
Duke, Mardi	03/03/11-06/30/11
Leon, Frank	03/15/11-06/30/11
Perez, Denise	02/15/11-06/30/11
Terbeek, Ehren	02/15/11-06/30/11

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>
Beck, Jonathon	Model/SC	22.00/hr	01/27/11-06/30/11
Burke, Shawn	Comm. Ed./SC	2500.00/cs	04/01/11-06/30/11
Culp, Robin	Clinical Skills Spec./SC	30.00/hr	03/14/11-06/30/11
Esterley, Denise	Interpreter V/SC	45.00/hr	03/10/11-06/30/11
Francis, Kelly	Model/SC	22.00/hr	02/15/11-06/30/11
Garber, Logan	Clinical Skills Spec./SC	30.00/hr	03/04/11-06/30/11
Hildebrand, Paul	Model/SC	22.00/hr	03/31/11-06/30/11
Luedtke, Alvin	Clinical Skills Spec./SC	30.00/hr	03/11/11-06/30/11
Ramey, Anthony	Model/SC	22.00/hr	01/01/11-06/30/11
Ryan, Stacie	Clinical Skills Spec./SC	30.00/hr	02/22/11-06/30/11
Shoro, Natasha	Comm. Ed./IVC	2500.00/cs	03/25/11-06/30/11
Sinnary, Assma	Model/SC	22.00/hr	03/29/11-06/30/11
Tung, Haiyun	Comm. Ed./IVC	2500.00/cs	03/09/11-06/30/11
Walti, Christoph	CACT Educator/IVC	68.89/hr	03/25/11-06/30/11

B. AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION NUMBERS

1. CAMPUS SECURITY OFFICER, Pos #3920, Police Officers Association Bargaining Unit Salary Range I, Office of Campus Safety and Security, Advanced Technology and Educational Park facility, Irvine Valley College seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective July 1, 2011. This item is contingent upon approval of item C2 on this agenda. (Position approved: August 26, 2008)
2. TICKET OFFICE OPERATIONS ASSISTANT, Pos #4026, Classified Bargaining Unit Salary Range 116, Division of Fine Arts and Media Services, Saddleback College seeks authorization to eliminate this part-time, 29 hours per week, 12 months per year position from its staff complement, effective June 1, 2011. This item is contingent upon approval of item C1 on this agenda. (Position approved: March 24, 2009)

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

1. FRONT OF HOUSE ASSISTANT, Classified Bargaining Unit Salary Range 118, Division of Fine Arts and Media Services, Saddleback College seeks authorization to establish and announce a part-time, 29 hours per week, 12 months per year position, to its staff complement, effective June 1, 2011. This item is contingent upon approval of item B2 on this agenda. (Job Description, Attachment 1)
2. POLICE OFFICER, Police Officers Association Bargaining Unit Salary Range II, Office of Campus Safety and Security, Advanced Technology and Educational Park facility, Irvine Valley College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective July 1, 2011. This item is contingent upon approval of item B1 on this agenda.

D. AUTHORIZATION TO REORGANIZE A CLASSIFIED POSITION

1. GROUNDSKEEPER, Pos #4010, Classified Bargaining Unit Salary Range 118, 40 hours per week, 12 months per year, Irvine Valley College seeks authorization to reorganize the location of this Classified Bargaining Unit position from Advanced Technology and Education Park facility, to the Facilities Grounds, Office of Physical Plant, Irvine Valley College campus, with continued direct report to the Director of Facilities, effective April 25, 2011. This position is appointed to Michael Peak, ID #17032. (Position Approved: October 27, 2008)
2. GROUNDSKEEPER, Pos #2802, Classified Bargaining Unit Salary Range 118, 40 hours per week, 12 months per year, Irvine Valley College seeks authorization to reorganize the location of this Classified Bargaining Unit position from Facilities Grounds, Office of Physical Plant, on the Irvine Valley College campus to the Advanced Technology and Education Park facility, with continued direct report to the Director of Facilities, effective April 25, 2011. This position is appointed to Stephen Woodard, ID #4625. (Position Approved: September 30, 2002)
3. SENIOR MATRICULATION SPECIALIST, Pos #3590, Classified Bargaining Unit Salary Range 127, 40 hours per week, 12 months per year, Irvine Valley College seeks authorization to reorganize the reporting structure of this Classified Bargaining Unit position from reporting to the Vice President of Student Services, Office of Student Services to begin reporting to the Dean of Enrollment Services, Office of Admissions, Records and Enrollment Services, effective June 9, 2011. This position is appointed to Jennifer Tarulli, ID #9859.
4. SENIOR MATRICULATION SPECIALIST, Pos #3594, Classified Bargaining Unit Salary Range 127, 40 hours per week, 12 months per year, Irvine Valley College seeks authorization to reorganize the reporting structure of this Classified Bargaining Unit position from reporting to the Vice President of Student Services, Office of Student Services to begin reporting to the Dean of Enrollment Services, Office of Admissions, Records and Enrollment Services, effective June 9, 2011. This position is appointed to Jan Stephens, ID #6760.

E. CHANGE OF STATUS

1. CLASSIFIED EMPLOYMENT

- a. HALL, EZEKIEL, ID #13567, Senior Matriculation Specialist, Pos #3697, Classified Bargaining Unit Salary Range 127, Step 4, 40 hours per week, 12 months per year, Vice President of Student Services, Office of Student Services, Irvine Valley College, is to be given a voluntary transfer and reassignment to Veterans Specialist, Classified Bargaining Unit Salary Range 126, Step 5, 40 hours per week, Financial Aid, Office of Student Services, Irvine Valley College, effective June 9, 2011, pursuant to Article 13.6.2 of the C.S.E.A. contract. This position was approved by the Board of Trustees on February 28, 2011.

2. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- a. 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, Office of the Chancellor, District has been given a permanent change in status to Manager to the Office of the Chancellor and Trustee services, Pos #4334, Classified Management Salary Range 06, Step 4, 40 hours per week, 12 months per year, Office of the Chancellor, District, effective May 1, 2011. This is a replacement position for Robina Allen, who retired.
- b. LOUIE, SHARON, ID #14781, was given a permanent change in assignment to Senior Administrative Assistant, Pos #3367, Classified Bargaining Unit Salary Range 127, Step 6, 40 hours per week, 12 months per year, Office of Extended Education, Irvine Valley College, pursuant to Title V, effective April 11, 2011. This item is a correction of the location of new assignment as was presented to the Board of Trustees on March 28, 2011.

F. OUT OF CLASS ASSIGNMENTS

1. HURLBUT, JEFFREY, ID #16615, Lead Building Maintenance Worker, a temporary assignment, Pos #4362, Classified Bargaining Unit Salary Range 130, Step 1, 40 hours per week, Facilities Maintenance, Office of Physical Plant, Irvine Valley College, temporary assignment ended on April 3, 2011.
2. HURLBUT, JEFFREY, ID #16615, Building Maintenance Worker, Pos #3528, Classified Bargaining Unit Salary Range 124, Step 3, 40 hours per week, 12 months per year, Facilities Maintenance, Office of Physical Plant, Irvine Valley College, has been given a temporary change in assignment to Acting Assistant Director of Facilities, Pos #4284, Classified Management Salary Range 07, Step 1, 40 hours per week, Office of Physical Plant, Irvine Valley College, effective April 4, 2011. This is a temporary replacement for Ian Guajardo.
3. MC KEE, ROBERT, ID #13608, Lead Custodian, Pos #3137, Classified Bargaining Unit Salary Range 119, Step 5, plus 5% shift differential, 40 hours per week, 12 months per year, Facilities Custodial, Office of Physical Plant, Irvine Valley College, has been given a temporary change in assignment to Building Maintenance Worker, Pos #3844, Classified Bargaining Unit Salary Range 124, Step 4, no shift differential, 40 hours per week, Advanced Technology and Education Park Facility, Office of Physical Plant, Irvine Valley College, effective April 6, 2011. This is a temporary replacement for Ramon Luis Montiel, who is in a temporary assignment.

F. OUT OF CLASS ASSIGNMENTS

4. MONTIEL, RAMON, ID #14787, Building Maintenance Worker, Pos #3844, Classified Bargaining Unit Salary Range 124, Step 4, 40 hours per week, 12 months per year, Advanced Technology and Education Park Facility, Office of Physical Plant, Irvine Valley College, has been given a temporary change in assignment to Lead Building Maintenance Worker, Pos #3164, Classified Bargaining Unit Salary Range 130, Step 2, 40 hours per week, Facilities Maintenance, Office of Physical Plant, Irvine Valley College, effective April 6, 2011. This is a temporary replacement for Anthony Sidoti, who is in a temporary assignment.
5. ONTIVEROS, MANUEL, ID #4096, Custodian, Pos #1042, Classified Bargaining Unit Salary Range 113, Step 6, 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 temporary change in assignment to Lead Custodian, Pos #3306, Classified Bargaining Unit Salary Range 119, Step 4, plus 7.5% shift differential, 40 hours per week, Facilities Custodial, Office of Physical Plant, Saddleback College, effective February 17, 2011 through March 8, 2011. This is a temporary reassignment for Francisco Salinas, who was on leave.
6. SMITH, ANNA, ID #11435, Extended Opportunity Program Specialist, Pos #3381, Classified Bargaining Unit Salary Range 121, Step 6, 40 hours per week, 12 months per year, School of Guidance and Counseling, Irvine Valley College, has been given a temporary change in assignment to Student Development Office Assistant, Pos #4295, Classified Bargaining Unit Salary Range 121, Step 6, 40 hours per week, Student Development, Office Student Services, Irvine Valley College, effective April 12, 2011 through May 31, 2011. This is a temporary reassignment for Inigo Dador Rivera.
7. YANG, KAREN, ID #15183, Senior Matriculation Specialist, a temporary assignment, Pos #4247, Classified Bargaining Unit Salary Range 127, Step 2, 40 hours per week, Division of Counseling Services and Special Programs, Saddleback College, temporary assignment has ended effective March 31, 2011, returned to permanent assignment as Counseling Office Assistant (Categorical), Pos #3883, Classified Bargaining Unit Salary Range 115, Step 5, 25 hours per week, 12 months per year, Division of Counseling Services and Special Programs, Saddleback College, effective April 1, 2011.

G. LEAVE OF ABSENCE

1. MACKEY, VIRGINIA, ID #2108, Transfer Center Specialist, Pos #3351, Classified Bargaining Unit Salary Range 123, Step 6, 40 hours per week, 12 months per year, School of Guidance and Counseling, Irvine Valley College has been granted an unpaid leave, with benefits effective March 31, 2011 through June 30, 2011.

H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. FRANCIS, CHANDINE, ID #17996, Disabled Student Program Specialist, Pos #3341, Classified Bargaining Unit Salary Range 123, Step 1, 40 hours per week, 12 months per year, DSP&S, School of Guidance and Counseling, Irvine Valley College, resignation effective April 15, 2011. (Probationary Start date: February 7, 2011)

H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

2. KIPPS, BARBARA, ID #2345, Instructional Assistant, Pos #4328, Classified Bargaining Unit Salary Range 122, Step 6, 13 hours per week, 10 months per year, Learning Assistance Program, Division of Liberal Arts and Learning Resources, Saddleback College, resignation effective May 31, 2011 and retirement June 1, 2011. Payment is authorized for any compensated time off. (Start date: October 23, 1982)

I. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2010/2011 academic year.

Fine Arts and Media Technology, Saddleback College

Dohn, Frank	Dohn, JoAnne	Kapchinske, Lisa	Levenson, Fabienne
Pendjer, Marica	Russo, Camille	Russo, Maureen	Small, Meghan
Strand, Evan			

Fine Arts, Irvine Valley College

Kapchinske, Lisa	Levenson, Fabienne	Pendjer, Marica	Strand, Evan
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Office of Student Services, Saddleback College

Bisconti, Jacquie	Castaneda, Gabriela	Forrest, Cathy	Gutierrez, Crystal
Halterman, Roger	Harlow, Susanne	Harney, Barbara	Leddy, Kay Loper
Nemeth, Nancy	O'Steen, Linda	Palmer, Stratton	Reed, Carmen
Stratford, Jon	Thibeau, Lori	Walker, Karen	Waterbury, Nilsa

DSP&S, School of Guidance and Counseling, Irvine Valley College

Levine, Rebecca

Kinesiology, Physical Education and Athletics, Saddleback College

Alexander, Courtney	Cain, Christina	Caplan, Jeffrey	Tibay, Glenn
Walters, Alex			

Learning Assistance Program, Liberal Arts and Learning Resources, Saddleback College

Alyerdi, Seyed	Ghalambordefzouli, Sina	
Pillon, Christopher	Schubert, Patricia	Shohdy, Ramez

South Orange County Community College District

FRONT OF HOUSE ASSISTANT – Classified Bargaining Unit Salary Range 118

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under general supervision from the Dean of Fine Arts or an administrative designee, organize, oversee and participate in the sale of tickets by phone, internet, mail or in person including single, group and complimentary tickets, season subscriptions and summer event tickets; performs a variety of technical, administrative, and programmatic work in support of assigned programs; performs a variety of accounting and record keeping duties relative to ticket sales, concessions, promotions or other functions as necessary; participates in planning, coordinating, implementing and overseeing assigned programs for front of house operations including the lobby, auditorium, and other public areas; coordinates and oversees volunteers and temporary staff; and prepares a variety of reports related to area of assignment.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Coordinate, oversee and participate with students and staff in the sale of tickets by phone, internet, mail or in person including single, group and complimentary tickets, season subscriptions and summer event tickets; exchange tickets as required.
2. Participate with students and staff in the collection and counting of money received for all ticket office events; verify transactions; prepare and verify bank deposits for various accounts; coordinate weekly deposits with Business Services staff; audit and prepare regular fiscal reports for ticket office operations.
3. Prepare tickets for sale to the public; enter ticketing information into appropriate computer program; may coordinate ticket orders with outside ticket supplier.
4. Work closely with performing arts and public information staff; update mailing list of subscribers.
5. Assist the Fine Arts Public Information Officer in various projects such as labeling postcards, writing press releases using a simple template, researching target audiences, creating letters to patrons, creating cover letters to local libraries, researching and developing high school audiences and updating division events on various websites.
6. Work closely with Performing Arts Director to meet special needs or requirements for various events and performances.
7. Respond to inquiries and requests for information; investigate complaints and recommend corrective action as necessary to resolve complaints regarding ticket sales and availability.
8. Participate in fund raising activities sponsored by performing arts docents; receive and account for money collected from fund raising events.
9. Function as Front of House Manager for assigned events; supervise the front-of-house activities in assigned venues; attend assigned performances, directing front-of-house operations and staff; ensure a safe and positive environment for events.
10. Ensure the safety of patrons, volunteers, and staff through the proper implementation of emergency procedures.
11. Prepare a variety of front-of-house reports including house counts, lost and found, and patron feedback.
12. Report and follow through on any malfunctions and safety concerns in the lobby and auditorium to campus management.
13. Organize and oversee concession area; prepare accounting records for concession earnings.
14. Perform related duties as required.

South Orange County Community College District
Page 2 - Front of House Assistant

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Theatre and ticket office operations and procedures for a performing arts facility.
Principles and practices of customer service.
Principles of theatre management
Methods and techniques of accounting, cashiering and bookkeeping.
Computerized ticketing systems.
Scheduling and coordinating of users, volunteers, ticket takers and concessions staff.
Principles and procedures of financial record keeping and reporting.
Basic mathematical principles.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
Principles of supervision and training.
Methods and techniques used in public relations and marketing.
Safety hazards and preventative measures particular to theatre management.

Ability to:

Participate in and organize ticket office activities and operations.
Provide responsible customer service to patrons in person and over the phone.
Perform basic and complex mathematical functions with speed and accuracy.
Promote all ticket office events and performing arts activities.
Work varying hours, remain calm in stressful situations, and stand for extended periods of time in a confined area.
Oversee front-of-house theatre operations in an effective and business-like manner.
Select and schedule volunteers and temporary employees.
Count and verify money received and corresponding transactions.
Operate and use modern office equipment including a computer and various software packages.
Prepare clear, concise, and comprehensive reports.
Communicate clearly and concisely, both orally and in writing.
Recommend and implement goals, objectives, policies, and procedures for providing front-of-house operations.
Resolve patron problems in a prompt and efficient manner.
Exercise good judgment, courtesy, and tact with staff and the public.
Represent the division and the performing arts positively to the public.
Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE GUIDELINES - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

South Orange County Community College District
Page 3 - Front of House Assistant

EDUCATION AND EXPERIENCE GUIDELINES

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by some specialized training in bookkeeping, accounting or a related field.

Experience:

One year of general clerical accounting experience including some cashiering experience; one year of additional experience that demonstrates the ability to effectively organize and oversee the work of volunteers.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment:

Work is performed primarily in a standard office setting and in a theatre setting; extensive public contact. Position may require working evenings and weekends.

Physical:

Primary functions require sufficient physical ability and mobility to work in an office and theatre setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision:

See in the normal visual range with or without correction.

Hearing:

Hear in the normal audio range with or without correction.

Prepared by Ralph Anderson & Associates March, 2011

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Resolution No. 11-07 Retirement Incentive Program & Public Agency Retirement System (PARS) Agreement: Academic Employee Supplemental Retirement Plan

ACTION: Approval

BACKGROUND

The District is considering a supplementary retirement program for eligible academic employees for the 2010-2011 academic year, to be administered through the Public Agency Retirement Systems (PARS). The retirement incentive program supplements STRS/PERS, and qualifies under relevant sections of Section 403(b) of the Internal Revenue Code.

STATUS

Faculty employees eligible to participate in the retirement incentive were notified of eligibility and received information and accompanying enrollment materials. Orientation workshops were held at Saddleback College and Irvine Valley College. As of the April 1, 2011 enrollment deadline, participation is sufficient to meet District fiscal and operational objectives.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 11-07 PARS Supplementary Retirement Plan (SRP) (Exhibit A); and approve the agreement for administrative services (Exhibit B) with Phase II Systems, trust administrators.

BOARD RESOLUTION NO. 11-07

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ORANGE COUNTY, CALIFORNIA**

WHEREAS it is determined to be in the best fiscal interest of the District and its employees to provide a retirement incentive offer to eligible employees who wish to voluntarily exercise their option to separate from District Service;

WHEREAS there is no cash option available to employees in lieu of this retirement incentive offer;

WHEREAS Public Agency Retirement Services (PARS) has made available to the District a Supplementary Retirement Plan, a retirement incentive program supplementing STRS/PERS, and qualifying under the relevant sections of Section 403(b) of the Internal Revenue Code;

WHEREAS the District, pursuant to applicable policy and/or a collective bargaining agreement, desires to adopt the Supplementary Retirement Plan and to fund the incentive through nonelective employer, post-employment contributions to the PARS designated 403(b) provider.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of Trustees of the District hereby adopts the PARS Supplementary Retirement Plan, as part of the District Retirement Program, effective April 25, 2011; and
2. The Board of Trustees of the District hereby appoints the Chancellor, or his/her successor or his/her designee as the District's Plan Administrator; and
3. The District's PARS Plan Administrator is hereby authorized to execute the contracts, custodial agreement facilitating the payment of contributions to the 403(b) arrangement, and other legal documents related to a trust or the plan on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the plan and to maintain compliance of any relevant regulations issued.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF ORANGE

Gary. L. Poertner, the Secretary of the Board of Trustees of the South Orange County Community College District of Orange County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the _____, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this ____ day of _____, 2011.

Gary L. Poertner
Secretary of the Board of Trustees

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this _____ day of _____, 2011, by and between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services (hereinafter "PARS") and the South Orange County Community College District ("Agency").

WHEREAS, the Agency is desirous of retaining PARS to act as administrator to assist the Agency in the establishment of early retirement incentive programs through contributions to purchase an *IRC 403(b)* fixed annuity contract (the "Plan"), for the benefit of Agency's eligible employees and their beneficiaries ("Participants"); and

WHEREAS, the Agency wishes for PARS to provide consulting, analytical, and administrative services necessary to implement the Plan; and

WHEREAS, in performance of the duties set forth hereinafter PARS shall designate from time to time a custodian to receive Employer Plan contributions ("Custodian") designated for Participants; and

WHEREAS, in performance of the duties set forth hereinafter, PARS shall designate from time to time an insurance company for the purpose of paying Participants a specified amount of money on a regular basis over a specified period of time ("Insurance Company") pursuant to the terms of the Plan.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for the Services will be remitted directly from contributions for the Plan that Agency has made to the Custodian unless otherwise stated in Exhibit 1B. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.

5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency's providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services if such non-performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.
6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS' obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS' standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
8. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
10. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from

any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of PARS' or Agency's, as the case may be, acts, errors, or omissions with respect to the performance of their respective duties hereunder.

11. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
13. **Force Majeure.** When satisfactory evidence of a cause beyond a party's control is presented to the other party, and nonperformance was unforeseeable, beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
15. **Designees.** The Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Board of the Agency through adoption of a Resolution, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To Agency: South Orange County Community College District; 28000 Marguerite Parkway, Mission Viejo, CA 92692; Attention: _____ [Plan Administrator]Notices shall be deemed given on the date received by the addressee.
17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning _____, 2011 and ending _____, 2016 ("Term"). This Agreement will

continue unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term.

18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
20. **Attorney's Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney's fees.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.
24. **Further Acts.** The Parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including but not limited to any Custodial Agreement as shall be required by PARS and /or the Custodian.

AGENCY:

BY: _____

TITLE: _____

DATE: _____

PARS:

BY: _____

TITLE: _____

DATE: _____

EXHIBIT 1A
SERVICES

PARS will provide the following services for the South Orange County Community College District:

1. Plan Consultation Services:

- (A) Meeting with Agency personnel to discuss the impact to the Agency of implementing a Plan;
- (B) If appropriate, completing a fiscal analysis, based on data and assumptions provided by Agency, to determine the fiscal feasibility of a Plan;
- (C) Meeting with Agency personnel to discuss the fiscal analysis and receive feedback on the analysis, data, and assumptions made;
- (D) Making appropriate revisions to the fiscal analysis as directed by Agency.

2. Plan Installation Services:

- (A) Meeting with Agency personnel to finalize plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan for review by Agency legal counsel.

3. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the Custodian, based upon information received from the Agency and the Custodian;
- (B) Performing periodic accounting of custodial assets, including the allocation of employer contributions, payments to the Insurance Company, investment activity and expenses (if applicable), based upon information received from the Agency and/or Custodian;
- (C) Acting as ongoing liaison between the Participant and the Agency in regard to the Plan, which shall include use by the Participants of toll-free telephone communication to PARS;
- (D) Producing benefit illustrations and processing enrollments;
- (E) Coordinating the processing of contribution payments to the Insurance Company pursuant to authorized written Agency certification of eligibility, authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
- (F) Coordinating actions with the Custodian as directed by the Plan Administrator within the scope of this Agreement.

4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice. In providing the services specified above, PARS will retain qualified professional service providers at its cost as it deems necessary if the service lies outside its area of expertise.
5. Any analysis provided by PARS is subject to the receipt of accurate information and assumptions as may be provided by Agency. The Agency is responsible for integrating the PARS analysis into any Agency budgetary analysis or decision-making processes. The fiscal projections in the PARS analysis are dependent upon future experience conforming to the assumptions used and the results will be altered to the extent that future experience deviates from these assumptions. It is certain that actual experience will not conform exactly to the assumptions used in the analysis.

EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit IA based upon the following schedule:

1. Upon implementation of the Plan associated with this Agreement, the Agency agrees to pay an administration fee equal to five and one-half percent (5.50%) of all premiums made by the Agency on behalf of Participants in the subject Plan, subject to a \$5,000.00 minimum per year for five years. Fees will be billed to the Custodian as contributions are made by the Agency, and it will be the responsibility of the Custodian to pay those fees from the custodial assets of the Plan.
2. In the event that the Plan associated with this Agreement is not implemented, the Agency agrees to pay a one-time fee equal to \$5,000.00. The fee will be billed to the Agency upon notice of cancellation of the Plan and it will be the responsibility of the Agency to pay this fee.

EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Fiscal Analysis Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Birth Date
 - (D) Participant's Hire Date
 - (E) Participant's Contract Salary
 - (F) Years of Agency Service
 - (G) Completed Request for Information Form, including applicable Salary Schedules, Collective Bargaining Agreements, and Board Policies
2. Participant Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Address
 - (D) Participant's Birth Date
 - (E) Participant's Hire Date
 - (F) Participant's Contract Salary
 - (G) Years of Agency Service
 - (H) Retirement Date
3. Executed Legal Documents (provided by Agency):
 - (A) Certified Board Resolution
 - (B) Addendum for Supplementary Retirement Plan/Execution Agreement
 - (C) Custodial Agreements/Disclosure Forms
 - (D) 403(b) Annuity Contracts & Disclosures
4. Completed Funding Documents (provided by Agency):
 - (A) Authorization to Pay Benefits Form
5. Completed Enrollment Forms (timely submitted by Participant):
 - (A) Correction Form
 - (B) Enrollment Form
 - (C) Beneficiary Designation Form
 - (D) Tax Withholding Form
 - (E) Proof of Age
 - (F) Letter of Resignation

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Adopt Resolution No. 11-12: Classified Employee Layoff
ACTION: Approval

BACKGROUND

As a result of lack of funds and/or lack of work, it is necessary to reduce three categorically funded classified positions through layoff.

STATUS

The categorically funded classified positions in Exhibits A through C shall be eliminated. Order of layoff for Exhibits A and B shall be determined in accordance with the collective bargaining agreement.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 11-12 to approve the reductions and/or discontinuance of classified services shown in Exhibits A through C.

South Orange County Community College District

**GOVERNING BOARD
RESOLUTION 11-12**

CLASSIFIED LAYOFF RESOLUTION

BE IT RESOLVED that the Governing Board of the South Orange County Community College District, pursuant to the recommendation of the Chancellor, hereby determines that the following classified position be eliminated, as of June 9, 2011 due to a lack of work and/or lack of funds:

<u>Number of Positions</u>	<u>Job Classification</u>	<u>Assigned Time</u>	<u>Disposition</u>
<i>1</i>	<i>Senior Matriculation Specialist (127) Categorically Funded Pos #3697 Irvine Valley College</i>	<i>40 hours/week 12 months/year</i>	<i>Eliminate</i>

BE IT FURTHER RESOLVED by the Governing Board as follows:

1. That due to a lack of funds and/or lack of work, the number of classified positions and/or employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 88127 and Article 17 of the Collective Bargaining Agreement ("Agreement") between the District and the California School Employees Association – Chapter 586.
2. That the Chancellor, or his designee, is directed to give notice of layoff to the affected classified employees (considering displacement or bumping rights) pursuant to the requirements of law and the Agreement.
3. That said layoff shall become effective on June 9, 2011.
4. That employee laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code Section 88117 and the Agreement, Article 17.

The foregoing resolution is hereby ratified by the South Orange County Community College District Governing Board on the 25th day of April, 2011 by the following vote.

Nancy M. Padberg, President

T.J. Prendergast, III, Vice President

Marcia Milchiker, Clerk

Thomas Fuentes, Member

William O. Jay, Member

David B. Lang, Member

Frank M. Meldau, Member

Gary L. Poertner, Chancellor
and Secretary to the Governing Board

South Orange County Community College District

**GOVERNING BOARD
RESOLUTION 11-12**

CLASSIFIED LAYOFF RESOLUTION

BE IT RESOLVED that the Governing Board of the South Orange County Community College District, pursuant to the recommendation of the Chancellor, hereby determines that the following classified position be eliminated, as of June 30, 2011 due to a lack of work and/or lack of funds:

<u>Number of Positions</u>	<u>Job Classification</u>	<u>Assigned Time</u>	<u>Disposition</u>
<i>1</i>	<i>Program Technician (TPP Program) (122) Categorically Funded Teacher Preparation Pipeline Grant Pos #4203 Irvine Valley College</i>	<i>40 hours/week 12 months/year</i>	<i>Eliminate</i>

BE IT FURTHER RESOLVED by the Governing Board as follows:

1. That due to a lack of funds and/or lack of work, the number of classified positions and/or employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 88127 and Article 17 of the Collective Bargaining Agreement ("Agreement") between the District and the California School Employees Association – Chapter 586.
2. That the Chancellor, or his designee, is directed to give notice of layoff to the affected classified employees (considering displacement or bumping rights) pursuant to the requirements of law and the Agreement.
3. That said layoff shall become effective on June 30, 2011.
4. That employee laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code Section 88117 and the Agreement, Article 17.

The foregoing resolution is hereby ratified by the South Orange County Community College District Governing Board on the 25th day of April, 2011 by the following vote.

Nancy M. Padberg, President

T.J. Prendergast, III, Vice President

Marcia Milchiker, Clerk

Thomas Fuentes, Member

William O. Jay, Member

David B. Lang, Member

Frank M. Meldau, Member

Gary Poertner, Chancellor
and Secretary to the Governing Board

South Orange County Community College District

**GOVERNING BOARD
RESOLUTION 11-12**

CLASSIFIED LAYOFF RESOLUTION

BE IT RESOLVED that the Governing Board of the South Orange County Community College District, pursuant to the recommendation of the Chancellor, hereby determines that the following classified position be eliminated, as of June 30, 2011 due to a lack of work and/or lack of funds:

<u>Number of Positions</u>	<u>Job Classification</u>	<u>Assigned Time</u>	<u>Disposition</u>
<i>1</i>	<i>Tech Prep Project Coordinator (CM07) Classified Manager Categorically Funded Tech Prep Grant Pos #4263 Irvine Valley College</i>	<i>16 hours/week 12 months/year</i>	<i>Eliminate</i>

BE IT FURTHER RESOLVED by the Governing Board as follows:

1. That due to a lack of funds and/or lack of work, the number of classified positions and/or employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code Section 88127.
2. That the Chancellor, or his designee, is directed to give notice of layoff to the affected classified employee pursuant to the requirements of law.
3. That said layoff shall become effective on June 30, 2011.
4. That employee laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code Section 88117.

The foregoing resolution is hereby ratified by the South Orange County Community College District Governing Board on the 25th day of April, 2011 by the following vote.

Nancy M. Padberg, President

T.J. Prendergast, III, Vice President

Marcia Milchiker, Clerk

Thomas Fuentes, Member

William O. Jay, Member

David B. Lang, Member

Frank M. Meldau, Member

Gary Poertner, Chancellor
and Secretary to the Governing Board

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Recess to Public Hearing – California School Employees Association Chapter 586

ACTION: Public Hearing

BACKGROUND

On March 28, 2011, the Board of Trustees received and accepted the initial proposal from the California School Employees Association (CSEA), Chapter 586, and set a public hearing for the April 2011 Board meeting.

STATUS

The Board will conduct a public hearing to provide an opportunity for the public to comment on the initial proposal from CSEA Chapter 586 (Exhibit A).

Initial Successor Agreement Proposal of
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
South Orange County Community College District 586
February 9, 2011

ARTICLE 3- CSEA RIGHTS

- 3.1.11 The Association has an interest in increasing the amount of weekly release time hours.
- 3.2.1.2 The Association has an interest in revising the list of applicable committees.

ARTICLE 7- HOURS AND OVERTIME

- 7.1; 7.2 The Association has an interest in conforming the district shift standards to the provisions of Education Code section 88026 and 88030.
- 7.3.2 DELETE: Replace with: In the event the district proposes to modify an employee's shift or days of employment, said change shall not be effective unless and until the district negotiates an agreement to make said modifications with the Association.
- 7.8.2 The amount of time which any employee may accumulate as compensatory time shall be limited to a maximum of 80 hours on the books at any time. Time beyond this amount shall be paid as overtime.
- 7.13 Flexible Work Schedule: Upon mutual agreement between the unit member and the unit member's supervisor and /or manager, a unit member may be placed on an alternate work schedule. An alternate work schedule is defined as either a 4/10, 9/80 or 36/4 schedule. The alternate work schedule may be modified or eliminated by the unit member's supervisor and/or manager with twenty [20] days prior notice.
- 7.14 The Association has an interest in discussing options relative to the establishment of telecommuting working conditions.

ARTICLE 8- PAY AND ALLOWANCES

- 8.1 The Association has an interest in examining options relative to increasing the classified salary schedule .
- 8.6 The Association has an interest in discussing a modification to the annual Pay Increases (COLA).
- 8.10 The Association has an interest in discussing a modification to the longevity pay schedule.

- 8.10.1 The Association has an interest in discussing a modification or deletion based upon modification to 8.1 and 8.10.
- 8.14 Parking: Employees may park at no cost in classified staff parking areas as well as campus designated student parking areas. [Remainder of article as written].
- 8.17 The Association has an interest in discussing a modification to Salary Review.
- 8.18 Fee Waiver: Employees enrolled in classes within the South Orange County Community College District shall have all enrollment fees waived by the district.

ARTICLE 9- HEALTH AND WELFARE BENEFITS

- 9.1 District Contribution: Effective July 1, 2011, the District shall provide up to a maximum contribution of \$19,146.44 per fiscal year for medical insurance for benefit eligible bargaining unit members and their eligible dependents. For each succeeding fiscal year, the district shall raise its annual maximum contribution by 10% over the previous year's district contribution. Any premium increase above the 10% over the previous year's district maximum contribution shall be paid by active employees through payroll deduction, provided however that the district contribution shall not drop below the annual cost of the lesser of the HMO or PPO composite rate plan premium.
- 9.2.2 In all instances, any changes in any aspect of plan designs as set forth in Article 9.1 above shall be subject to negotiations and agreement with the Association prior to modification.
- 9.3 Eligibility: Bargaining unit members who work at least 50% of a fulltime assignment shall be covered under the programs provided in accordance with Section 9.1 above. Bargaining unit members shall be enrolled in insurance programs on the first of the month following fulfillment of eligibility requirement.
- 9.5 Effective July 1, 2011, bargaining unit members who retire from the district at age fifty-five [55] years of age or older who have been employees in the district for at least ten [10] consecutive years, during which they were health benefit eligible under the terms of this agreement immediately prior to retirement shall receive the same district contribution as provided active bargaining unit members under Article 9.1 above, toward health benefits specified under 9.2 above, excluding long term disability, and life insurance, the legal assistance program and long care insurance, until 65 or until the bargaining unit member becomes eligible for Medicare, whichever is sooner. Any premium increase above the district contribution under Article 9.1 above shall be paid by personal check by retiree in advance of the month of coverage.

- 9.5.1 DELETE replace with: The district shall pay all retiree costs to provide supplemental Medicare Coverage after age 65.
- 9.5.3 The Association has an interest in exploring early retirement options for classified bargaining unit members.
- 9.8 Emeritus Benefits: Employees who retire from district service shall be provided with a lifetime free district identification card, free district parking as well as reduced fees for campus events such a theater and sporting events.

ARTICLE 10- HOLIDAYS

- 10.1 Scheduled Holidays: The district agrees to provide all employees in the bargaining unit twenty-three [23] paid holidays including a winter recess of no fewer than 7 working days, a spring recess of no less than four [4] days. In addition, each employee shall have one floating holiday.
- 10.1.1 A calendar committee will be convened each year to provide a recommendation for the 23 days to be designated as paid holidays.

ARTICLE 11- VACATIONS

- 11.3.5 Typographic correction on line two – 11 years should read 10 years
- 11.7 Vacation Carry-Over: Employees may not accumulate and accrue more than two times their annual vacation accrual as of August 31. [Remainder of language as written]

ARTICLE 12- LEAVES

- 12.1 Bereavement Leave: Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be granted for a period of five [5] days under all circumstances. The immediate family is defined as parent, grandparent, or grandchild of the employee or of the spouse of the employee, and the spouse, legally designated domestic partner, child, son in law, daughter in law, sibling, and brother in law, sister in law, former spouse, or any relative living in the immediate household of the employee. This is effective July 1, 2011.
- 12.4.9 The Association has an interest in refining the terms of the Catastrophic Leave Policy.

ARTICLE 13- TRANSFERS AND REASSIGNMENT

- 13.1.1 Unit members shall have the right to receive lateral transfers in order of seniority within classifications.

- 13.8 Temporary Out-of-Class Assignments: All temporary out-of-classification assignments shall be posted in accordance with the provisions of Articles 13.2 and 13.3.

ARTICLE 17- LAYOFF AND REEMPLOYMENT PROCEDURES

- 17.1.1 Notwithstanding any other provision of this agreement, any reduction of assignments shall not occur unless and until the Association is provided with an opportunity to bargain the decision and the effects of any decision to reduce assignments. Nothing in this agreement shall constitute a waiver of the Association's right to negotiate over the decision and the effects of the decision to reduce bargaining unit assignments.

All other provisions of the collective agreement in force to June 30, 2011 shall remain in full force and effect and shall be incorporated within the provisions of the successor agreement

The Association reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.

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 the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
4/1/11 10:30 am	SM 313	Sara Sheybani	Science Lecture Series	Dr. Donald Puppione	How comparative proteogenomic studies resulted in the discovery of a gene
4/13/11 noon	SSC 212	Kris Leppien-Cristensen	Psi Beta Psychology Club	Kristen Gunderson	Club information for students
4/13/11 noon	SSC 212	Kris Leppien-Christensen	Psi Beta Psychology Club	Melody Brown	Club information for students
4/18/11 noon	SSC 212	Erin Long	Earth Week	Dr. Carl Cranor	How the law puts us at risk for toxicants
4/26/11 10:30 am	HS 102	Martine Wehr	Adolescent Substance Abuse & Treatment	Roger Bendinelli	Treating detained youth for substance abuse
4/29/11 10:30 am	SM 313	Sara Sheybani	Science Lecture Series	Dr. Juna Kollmeier	Black holes
5/2/11 6 pm	SSC 212	Carmenmara Hernandez-Bravo	Liberal Arts Speaker Event	Michelle Ortiz	Lesbians, gays, bi-sexual and transgender (LGBT) federal and state overview of equality
5/6/11 6 pm	SSC 212	Mehisa Imani	Baha'i Club Speaker Event	Rainn Wilson	Soul pancake
5/11/11 5:30 pm	HS 208	Margaret Huang	Lifecycle: Gerontology 101	John Aliberti	Elder abuse

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

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5/11/11 5:30 pm	HS 208	Margaret Huang	Lifecycle: Gerontology 101	John Aliberti	Elder abuse

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 3/28/11 Total Basic Aid Estimated Receipts of \$394.2M less Total Approved Projects in the amount of \$390.5M leaves a \$3.7M 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 March 28, 2011 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	\$390,509,234
							Uncommitted Basic Aid Funds	\$3,692,396

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, ATEP & District		\$136,477	\$5,297,000	\$5,203,275	\$8,667,343	\$19,304,095
ATEP First Building Phase 3A		\$12,500,000				\$12,500,000
ATEP Operating Budget		\$11,303,957				\$11,303,957
ATEP Staffing, Equipment, Program Development		\$891,611				\$891,611
ATEP Renovation/Temp Bldgs		\$7,964,191				\$7,964,191
ATEP Building Demolition		\$7,000,000				\$7,000,000
ATEP Hangar & Chapel Utilities		\$0				\$0
ATEP Site Development Negotiations		\$4,265,883				\$4,265,883
ATEP Development		\$3,750,000				\$3,750,000
ATEP Parking Lot Renovation		\$176,414				\$176,414
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 A-400 Building Remodel				\$1,000,000		\$1,000,000

Approved Projects	District-wide Gen. Exp.	ATEP	District Services	IVC	SC	Total
IVC Early College Program				\$60,000		\$60,000
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					\$128,710	\$128,710
SC M/S/E Plaza Repair					\$69,288	\$69,288
SC M/S/E Renovation					\$39,000	\$39,000
SC M/S/E Bldg Ventilation System					\$0	\$0
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 Sciences Building					\$47,656,346	\$47,656,346
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	\$100,523,685	\$160,815,028	\$390,509,234

**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	19,304,095		2,394,995	3,580,783	3,178,825	3,647,238	3,919,852	1,226,921	1,355,481	19,304,095
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	891,611					-	20,689	171,285	699,637	891,611
ATEP Renovation	7,964,191	370,243	630,096	1,035,239	3,838,068	1,318,978	103,660	450,213	217,693	7,964,191
ATEP Building Demolition	7,000,000					-	61,693	12,192	6,926,115	7,000,000
ATEP Hangar & Chapel Utilities	-					-	-	-	-	-
ATEP Site Development Negotiations	4,265,883				12,066	887,067	1,080,568	592,509	1,693,674	4,265,883
ATEP Development	3,750,000					565,425	1,041,250	750,807	1,392,519	3,750,000
ATEP Parking Lot Renovation	176,414						-	176,205	209	176,414
ATEP First Building Phase 3A	12,500,000								12,500,000	12,500,000
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 A-400 Bldg Remodel	1,000,000								1,000,000	1,000,000
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	128,710		57,748			9,684	61,163	115	-	128,710
SC M/S/E Plaza Repairs	69,288					-	69,288	-	-	69,288
SC M/S/E Renovation	39,000					-	39,000	-	-	39,000
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 Sciences Building (M/S/E annex)	47,656,346					29,595	-	-	47,626,751	47,656,346

**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 Equip & TV Studio	500,000	499,908	92			-	-	-	-	500,000
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	-							-	-	-
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	390,509,234	37,632,547	26,988,395	33,077,552	44,726,959	38,085,375	27,063,190	23,641,810	159,293,407	390,509,234

	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	40,992,495
Cumulative Commitments	83,542,630	141,294,076	152,439,148	186,905,060	257,813,653	312,069,823	349,516,739	390,509,234
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	207,574,018	231,215,828	390,509,234
Cash Balances	36,732,701	49,907,184	63,728,835	71,897,893	84,505,391	108,621,566	124,001,777	3,692,396

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Retiree (OPEB) Trust Fund
ACTION: Information

BACKGROUND

In April 2008 the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program. It was funded in June 2008 with a deposit of \$50,791,103. An additional deposit was made on January 10, 2011 of \$4,618,708.

STATUS

This report is for the period ending March 31, 2011 (Exhibit A). The portfolio is comprised of 52.7% Fixed Funds (Bonds) and 47.3% Common Stocks (Domestic and International). The fair market value at March 31, 2011 is Sixty Four Million, Four Hundred Twenty Seven Thousand, and Five Hundred Ninety Five Dollars and fifty four cents (\$64,427,595.54).

April 7, 2011

South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

The first quarter of 2011 showed continued positive market momentum despite traumatic world events. With a fair market value at March 31st of \$64,427,595.54, your portfolio was up 2.71% for the quarter and has a 6.15% annualized return since the June 24, 2008, inception date net of program fees.

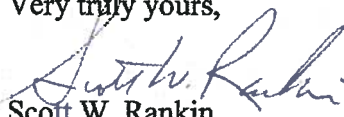
Your portfolio ended the quarter as a diversified mix of bond funds (52.7%), and common stock funds (47.3%). It was designed to be invested over a long time frame since the initial deposit of \$50,791,103 on June 24, 2008 and additional contribution of \$4,618,708.00 on January 10, 2011. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>1st Qtr 2011</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	2.71%	2.71%	6.15% annualized return
S&P 500	5.92%	5.92%	3.60% (Domestic Stocks)
MSCI EAFE	3.36%	3.36%	-2.48% (International stocks)
Barclays Aggregate	0.43%	0.43%	6.18% (Domestic Bonds)

The tragic devastation in Japan, while delivering a negative shock in the near term, should not derail the global business or equity bull cycles. Indeed, given the severity of the event, it should ultimately lead to a robust reconstruction. Meanwhile, elsewhere on the planet, the ongoing business-cycle expansion is beginning to look more normalized.

As the global economy expands, we continue to evaluate whether to reduce our risk exposure. Our analyses suggests that many risk assets – equities, corporate bonds, REITs and commodities – remain attractive relative to most safe-haven asset classes. As a result, our asset allocation models overweight global equities and underweight positions in governments bonds and cash.

Very truly yours,


Scott W. Rankin
Senior Vice President

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 April 25, 2011

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 with Notice to Proceed issued on June 14, 2010. Construction is underway with abatement and demolition 100% complete. A progress meeting was held with Division Heads and the Dean in October. The final furniture and equipment selection meetings were held on January 11, 2011 with all eight departments, Division Heads and the Dean. *Staff is formulating a purchasing strategy for project furniture, fixtures and equipment.* Overhead and in-wall MEP installation continues on all three floors. Steel erection for the new stairway and curtain wall system continues. Project updates may be viewed at: <http://soccdd.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, 2010 with a shift for funding to the 2012-2013 fiscal year. *On February 28, 2011, the Board approved moving forward with the Sciences building with awareness that State funding is compromised and reassigned \$14,789,346 basic aid dollars from other Saddleback College projects to the Sciences building. The Board of Trustees approved Dougherty and Dougherty as the Architect. The college, under the direction of President Burnett, selected the Design Team members and the design kick off meeting was held in April. College and District representatives are reviewing parking lots #5 and #7 as potential building locations.* 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 inadequate. Architectural selection was Board approved in February, 2010. The kick-off meeting was held in May with monthly

progress meetings. In September, the project team including the engineering group met with the City of Mission Viejo. In October the Army Corp of Engineers reviewed site drainage and discharge planning. A follow up meeting was held with the City of Mission Viejo this month. The city accepted the design and the project related reports. The discovery phase is on schedule. *The architect submitted the final report for review to the district and college late this month. On February 28, 2011, the Board approved moving forward with phase II of the design and secondary effects.* \$3,442,000 of the overall project budget is approved for funding through basic aid. Recent estimates identify the project cost at \$7,914,000.00.

5. M/S/E PLAZA RENOVATION

The Board approved the Math/Science/Engineering (M/S/E) building plaza 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.~~ *Funding for this project has been transferred to the Sciences Building to allow that project to move forward failing state funding.*

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 for the site work was filed in August 2010. DSA Close Out and close out of the outstanding stop notices filed with the surety are 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 completed the plan check review in early December and returned the plans with minor corrections. A required supplemental soils report was sent to DSA. No modification to the original design was required as a result of the soils report findings. The corrected plans were returned to DSA in *January* for back check and approval. DSA approval of plans for construction was obtained *last* month. Final bid documents are being prepared and the bidding process has commenced.

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 project construction is complete at this time *and punch list items have been completed. The Notice of Completion is*

submitted to the Board this month for approval. DSA close out is underway. The overall budget for the project is \$489,133.00 funded through basic aid.

9. ATAS RENOVATION PROJECT

On February 28, 2011, the Board approved moving forward with the renovation of the ATAS building. The preliminary budget estimate for this project is \$8,755,055. Budget will be finalized early in the design phase anticipated for Spring/Summer 2011. The current basic aid assignment of \$1,956,000 is sufficient to meet anticipated design costs.

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.

2. BUSINESS SCIENCES & TECHNOLOGY INNOVATION CENTER

The final equipment order is complete and *State reimbursement requests are complete.* 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. DSA approval was received on December 2, 2010 and the State Chancellor's office *approved moving* into the bid phase *on February 11, 2011. Once construction begins,* project updates may be viewed at: <http://socccd.edu/businessservices/ProjectUpdates.html>. 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 *April*.

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.

6. BARRANCA ENTRANCE

The Board approved funding for the Barranca Entrance project March, 2010. *On February 28, 2011, the Board approved moving forward phase II of the design.*

Currently, the project is estimated at \$2,850,000. 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 complete and a recommendation to move into design *was approved at the February 28, 2011, board meeting.* The overall project budget is \$2,850,000 funded through basic aid.

7. 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 Contractor declared bankruptcy on December 6, 2010. Staff is working with the Surety to re-engage for project completion. The schedule will be impacted. The overall project budget is \$1,796,000 funded through basic aid.

8. A400 RENOVATION PROJECT

On February 28, 2011, the Board approved moving forward with the renovation of the A400 building. The preliminary budget estimate for this project was \$3,004,051. Budget will be finalized early in the design phase anticipated for Fall, 2011. The current basic aid assignment of \$1,000,000 is sufficient to meet anticipated design costs.

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. Contractor seems incapable of completing final work. A separate contractor will perform last 1% with deduction taken from final retention release. 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. *Phase B contractor has submitted insurance certifications which are currently under review with the City of Tustin.* A second demolition phase is under design to include the hanger at the southwest edge of the property. Project updates may be viewed at: <http://socccd.edu/businessservices/ProjectUpdates.html>. 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.

4. ATEP FIRST BUILDING PHASE 3A

On February 28, 2011, the Board approved moving forward with the First Building of Phase 3A. The budget estimate for this project is \$23,500,000. The current basic aid assignment of \$12,500,000 is sufficient to meet anticipated design costs. Program level planning is underway.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: List of Board Requested Reports

ACTION: Information

BACKGROUND

At the June 21, 2005 board meeting, members of the Board of Trustees requested a listing of reports requested by the board for the past six months. The listing is to include: date report is requested by the board, report topic, name of trustee requesting report, requested due date, person responsible for preparing the report and the date the report is scheduled to be submitted to the board for their review. At the July 19, 2005 board meeting, it was requested that this six-month report be a standing item on every board agenda, with old information dropped off and new requests added.

STATUS

The Board report listing (EXHIBIT A) for the past six months is coordinated and prepared by the Office of the Vice Chancellor of Business Services.

This report is intended to answer the questions of the South Orange County Community College District Board of Trustees. In the event, additional information would be useful or desired by the board, supplemental information will be provided.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
LISTING OF BOARD REPORTS REQUESTED**

Date Report Requested	Report Topic	Board Member Requesting Report	Report Due Date	Report Prepared By:	Date Submitted to the Board of Trustees
12/06/10	Report on construction of a Science Building at Saddleback College	Trustee Padberg	February 2011	David Bugay	January 20, 2011
12/06/10	Study of construction of new football stadium at Saddleback College	Trustee Padberg	February 2011	David Bugay	January 20, 2011

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 March 31, 2011. A review of current revenues and expenditures for the 2010/11 fiscal year show that they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

General Fund Income and Expenditure Summary

As of March 31, 2011

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	3,600,666	1,036,141	1,037,597
Other State Sources	8600-8699	16,296,621	16,806,163	509,542	10,813,367
Other Local Sources	8800-8899	173,259,570	173,259,570	0	117,859,085
Total Revenue		192,120,716	193,666,399	1,545,683	129,710,049
BASIC AID				0	
INCOMING TRANSFERS	8980-8989			0	
TOTAL SOURCES OF FUNDS		224,630,256	226,175,939	1,545,683	162,219,589
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	63,929,116	63,404,203	(524,913)	46,991,142
Other Staff Salaries	2000-2999	40,299,840	40,763,736	463,896	25,844,110
Employee Benefits	3000-3999	32,778,731	32,784,833	6,102	22,578,362
Supplies & Materials	4000-4999	5,896,551	5,376,584	(519,967)	1,947,083
Services & Other Operating	5000-5999	20,432,292	20,400,873	(31,419)	10,794,638
Capital Outlay	6000-6999	11,594,750	10,580,861	(1,013,889)	3,731,698
Payments to Students	7500-7699	141,406	203,704	62,298	154,491
Total Expenditures		175,072,686	173,514,794	(1,557,892)	112,041,524
OTHER FINANCING USES:					
Inter Fund Transfers Out	7300-7399	884,000	884,000	0	884,000
Basic Aid Transfers Out		35,991,530	39,099,919	3,108,389	11,108,389
Intra Fund Transfers Out	7400-7499	0	0	0	0
Debt Service	7100-7199	425,000	420,186	(4,814)	262,578
Total Other Sources (Uses)		37,300,530	40,404,105	3,103,575	12,254,967
TOTAL USES OF FUNDS		212,373,216	213,918,899	1,545,683	124,296,491
ENDING FUND BALANCE		12,257,040	12,257,040	0	37,923,098
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 March 31, 2011

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	53,044,432
Restricted Budget Allocation		8,776,364	9,278,330	501,966	6,237,093
Total Revenue		88,489,769	88,991,735	501,966	59,281,525
BASIC AID		0	0	0	0
INCOMING TRANSFERS	8980-8989	0	0	0	0
TOTAL SOURCES OF FUNDS		100,557,145	101,059,111	501,966	71,348,901
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	39,244,469	39,229,231	(15,238)	29,112,196
Other Staff Salaries	2000-2999	20,624,933	20,644,611	19,678	13,096,285
Employee Benefits	3000-3999	18,070,410	18,197,407	126,997	12,744,946
Supplies & Materials	4000-4999	4,111,371	3,965,001	(146,370)	1,331,735
Services & Other Operating	5000-5999	8,776,517	9,223,299	446,782	4,452,640
Capital Outlay	6000-6999	7,672,742	7,720,612	47,870	2,956,974
Payments to Students	7500-7699	66,461	88,708	22,247	67,388
Total Expenditures		98,566,903	99,068,869	501,966	63,762,164
OTHER FINANCING SOURCES/(USES):					
Transfers Out	7300-7399	400,000	400,000	0	400,000
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	400,000
TOTAL USES OF FUNDS		98,966,903	99,468,869	501,966	64,162,164
LOCATION OPERATING BALANCE		1,590,242	1,590,242	0	7,186,737
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 March 31, 2011

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	29,560,680
Restricted Budget Allocation		5,086,710	6,358,762	1,272,052	4,251,818
Total Revenue		48,666,240	49,938,292	1,272,052	33,812,498
BASIC AID		0	0	0	0
INCOMING TRANSFERS	8980-8989	0	0	0	0
TOTAL SOURCES OF FUNDS		52,628,154	53,900,206	1,272,052	37,774,412
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	21,604,498	21,594,818	(9,680)	16,720,129
Other Staff Salaries	2000-2999	12,253,481	12,843,897	590,416	8,033,309
Employee Benefits	3000-3999	10,882,142	10,824,873	(57,269)	7,457,728
Supplies & Materials	4000-4999	1,535,181	1,162,091	(373,090)	533,977
Services & Other Operating	5000-5999	4,072,278	4,579,847	507,569	2,469,062
Capital Outlay	6000-6999	1,146,629	1,725,498	578,869	511,306
Payments to Students	7500-7699	74,945	114,996	40,051	87,103
Total Expenditures		51,569,154	52,846,020	1,276,866	35,812,614
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	420,186	(4,814)	262,578
Total Other Sources (Uses)		659,000	654,186	(4,814)	496,578
TOTAL USES OF FUNDS		52,228,154	53,500,206	1,272,052	36,309,192
LOCATION OPERATING BALANCE		400,000	400,000	0	1,465,220
Reserve for Economic Uncertainties		400,000	400,000	0	0
Nondesignated Budget Allocation		\$ 0	\$ 0	\$ 0	0

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Quarterly Financial Status Report
ACTION: Information

BACKGROUND

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

STATUS

The California Community Colleges Quarterly Financial Status Report for SOCCCD, as of March 31, 2011 for the 2010/11 fiscal year, is attached (EXHIBIT A) for the Board of Trustees' information and review.

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q VIEW QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2010-2011

Quarter Ended: (Q3) Mar 31, 2011

District: (890) SOUTH ORANGE

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2007-08	Actual 2008-09	Actual 2009-10	Projected 2010-2011
Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	177,706,923	180,702,584	181,588,225	177,476,020
A.2	Other Financing Sources (Object 8900)	0	0	0	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	177,706,923	180,702,584	181,588,225	177,476,020
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	120,989,151	133,868,154	136,661,585	151,807,692
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	47,257,511	48,636,000	44,656,082	40,254,105
B.3	Total Unrestricted Expenditures (B.1 + B.2)	168,246,662	182,504,154	181,317,667	192,061,797
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	9,460,261	-1,801,570	270,558	-14,585,777
D.	Fund Balance, Beginning	18,913,568	28,373,829	26,572,259	26,842,817
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	18,913,568	28,373,829	26,572,259	26,842,817
E.	Fund Balance, Ending (C. + D.2)	28,373,829	26,572,259	26,842,817	12,257,040
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	16.9%	14.6%	14.8%	6.4%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	24,196	25,759	26,233	27,838
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

		As of the specified quarter ended for each fiscal year			
		2007-08	2008-09	2009-10	2010-2011
H.1	Cash, excluding borrowed funds		22,181,082	28,092,706	25,884,623
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1 + H.2)	26,656,407	22,181,082	28,092,706	25,884,623

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I. Revenues:					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	177,476,020	177,476,020	119,180,486	67.2%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	177,476,020	177,476,020	119,180,486	67.2%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	154,911,267	151,807,692	103,640,534	68.3%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	37,150,530	40,254,105	12,104,967	30.1%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	192,061,797	192,061,797	115,745,501	60.3%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-14,585,777	-14,585,777	3,434,985	
L.	Adjusted Fund Balance, Beginning	26,842,817	26,842,817	26,842,817	
L.1	Fund Balance, Ending (C. + L.2)	12,257,040	12,257,040	30,277,802	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	6.4%	6.4%		

V. Has the district settled any employee contracts during this quarter?

NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled	Management	Academic	Classified
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(Specify) YYYY-YY	Permanent				Temporary			
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **This year? NO**
Next year? NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA**

District: (890) SOUTH ORANGE

CHANGE THE PERIOD
Fiscal Year: 2010-2011
Quarter Ended: (Q3) Mar 31, 2011

Your Quarterly Data is ready for certification.
Please complete the fields below and click on the 'Certify This Quarter' button

Chief Business Officer

CBO Name: David Bugay, Ph.D.

CBO Phone: Use format 999-555-1212
949-582-4699

CBO Signature: _____

Date Signed: _____

Chief Executive Officer Name: Gary L. Poertner

CEO Signature: _____

Date Signed: _____

Electronic Cert Date: _____

District Contact Person

Name: Beth Mueller

Title: District Director of Fiscal Services

Telephone: Use format 999-555-1212
949-582-4661

Fax: Use format 999-555-1212
949-347-0390

E-Mail: bmueller@socccd.edu

Certify This Quarter

California Community Colleges, Chancellor's Office
1102 Q Street Sacramento, California 95814-6511

Send questions to:
Christine Atalig (916)327-5772 atalig@ccccc.edu or Tracy Britten (916)323-6899 tbritten@ccccc.edu
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TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Written Reports

ACTION: None

Written Reports

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

President, Saddleback College
President, Irvine Valley College
Associate Vice Chancellor of Economic Development, 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



MEMORANDUM

TO: Members of the Board of Trustees
Gary L. Poertner, Chancellor

FROM: Dr. Tod A. Burnett, President

SUBJECT: REPORT FOR APRIL 25, 2011 BOARD OF TRUSTEES' MEETING

President Burnett attended the Community College of California Athletic Association/Commission on Athletics annual convention on March 31st and April 1st in San Mateo. He also attended the CCCAA's Board of Directors meeting.

President Burnett was a member of the Orange County Delegation at the Joint Higher Education Advocacy Day on April 5th at the Capitol in Sacramento, and during the week he met with Assemblyman Don Wagner, Assemblywoman Diane Harkey, and the colleges' own Assemblyman Jeff Miller, an alumnus of Saddleback College.

President Burnett hosted an enrollment management workshop on April 20th which was attended by all college administrators.

Office of Instruction

Eighteen students in the Geography 102: Field Studies class just returned from a three-day excursion to Owens Valley. The students had an opportunity to share in nature and see some of California's most amazing resources. They studied the local geology, geography, geomorphology, climate, and the water management and visited Convict Lake, Manzanar, Fossil Falls, Red Rock Canyon, Mono Lake, Alabama Hills, Hot Creek, and Randsburg.

Professor Howard Gensler announced he has a book deal to write a Statistics textbook for Flatworld Knowledge.

The sociology department is pleased that the revised Gerontology Certificate Program officially begins in Fall 2011. The faculty held the Gerontology Advisory Board meeting in March and obtained some valuable information from the board members. The Sociology Department presented the AIDS Services Foundation speaker panel on 4/5/11 and received positive feedback from faculty and students. On 4/26/11 the Sociology Department will present the PFLAG speaker panel to be held in SSC212 from 12-1:15 p.m. The Women's and Gender Studies Advisory Committee welcomed Dawn Foor from the Orange County Sexual Assault Services. Ms. Foor presented her talk, "Things That Oughta Make You Mad" on April 14, 2011, in SSC 212 from 1:30 to 3:00 p.m. On May 2 Michelle Ortiz, the Deputy Director for Equality Now will be speaking at Saddleback's Gender Conference, this event is being organized by Carmenmara Hernandez-Bravo and is being co-sponsored by the Women's and Gender Studies Advisory Committee Speaker Series. The Women's and Gender Studies Advisory Committee Speaker Series also welcomes criminologist and Vanguard University professor, Dr. D'Auria, at 9 a.m May 2nd, to discuss women, crime and pathways.

The Psychology Department held Psychology Week April 12 through 14 with a number of guest speakers and events, including Professor Amira Wegenek, who discussed psychology as a major and career, Dr. Lisa Mori on multicultural psychology, , and a industrial psychology, psychology of aging, and helping careers in psychology.

On March 30th, 30 students took part in the 8th Annual Math, Science, Engineering Academic Triathlon. They completed a 250 question multiple-choice exam covering topics ranging from Astronomy to Zoology, with questions drawn from all areas taught by members of our division. Monies from Associated Student Government supported this event, and prizes totaling \$3000 will be awarded to 7 students. In the previous 7 triathlons, we have awarded \$16,000 to 60 students.

April 29th marks the inaugural meeting of the President's Panel for Economic and Workforce Development. President Burnett is hosting a panel of business, industry and community leaders, with the involvement of representatives from faculty, management, students and alumni. A discussion, facilitated by Rocky Cifone, Dean of Business Science and Economic and Workforce Development, will provide insight into the regional marketplace, occupational trends, job growth and workforce training needs.

On April 8, the College hosted a Southern California 3CSN regional meeting on "Contextualized Learning and Career Technical Education." In addition to guests from other colleges, many of our own faculty and administrators were present.

The College will launch an important student success project on April 26, one that will involve math and English department faculty not only from our own campus, but also our area high schools and Cal State Fullerton. The purpose of this year-long project is to align curriculum, teaching practices, and academic expectations among the three segments, leading to improved student outcomes, as measured by retention, persistence, and degree and certificate completion.

This month the Tech Prep Program held three successful Career Technical Education (CTE) Articulation Workshops. Twenty-two of our faculty renewed articulation agreements with local high schools and discussed creating new curriculum for agreements in the next academic year. Students under the Tech Prep program commence their education in a secondary institution and then transition into a post secondary institution to earn an advanced technical degree or certificate. The workshops were very positive and helped to strengthen the relationships between Saddleback and high schools so that students can get through college faster and transition to the workplace. With changes in federal funding, the Tech Prep Program will be known next fiscal year as Career Transitions.

April was a busy month for student performances and an eclectic concert by professional guest artist Leon Redbone. On April 2nd, the Saddleback College Concert Choir performed Choral Classics II, under the direction of Dr. Scott Farthing and accompanied by Catherine Tibbitts at the Newport Harbor Lutheran Church. Concert Hour at noon on April 7th under the direction of Dr. Scott Farthing presented members of his vocal class performing a concert version of Mozart's early opera *Mitridate*. On April 8th through the 17th the Department of Theatre Arts performed their spring musical *Aida*. The students not only acted in this production but they did a great job on building the set. The Annual Juried Student Art Exhibition took place from April 25th and will end on May 11th. On April 20th, Angelica Mia Sanchez Trio performed a free concert at 4 pm in FA 103. The Dance Collective 2011 was presented on April 21st and 22nd in the McKinney Theatre. Faculty members John Marr and Norman Weston performed a two-piano recital in the McKinney Theatre on April 25th. The Saddleback Big Band presented a contemporary concert on April 27th at 7 pm in the McKinney Theatre. On April 30th the Professional Guest Artist Series presented Leon Redbone to a packed house in the McKinney Theatre. Also on April 30th at the Presbyterian Church of the Master, the Saddleback Women's Camerata, under the direction of Dr. Scott Farthing with accompaniment by Pennie Foster, performed Choral Classics III.

Student Services

Transfer Talk was launched at the Transfer Center enabling students to chat "live" with counselors online. The transfer center sponsored the spring College Fair and an Evening College Fair. Teacher Preparation Pipeline team launched Google Group training with TPP students. Saddleback College TPP office hosted a state-wide TPP director conference on April 15.

The VETS Office presented an overview of veteran's transitional challenges to the Emeritus Distinguished Speaker Series Audience and welcomed community support of pro bono chiropractic services from Foudy Chiropractic for a student veteran in need, and an offer of one free reconstructive surgery for a female Veteran in the Saddleback College community who was harmed in the line of duty by Dr Kouros Azar of Thousand Oaks.

Saddleback College ASG hosted To Write Love On Her Arms, a nationally known non-profit movement dedicated to presenting hope and finding help for people struggling with depression, addiction, self-injury and suicide. Saddleback College ASG sponsored Hands Across California! Students and community members came together on campus for free food and a Battle of the Bands. Saddleback College ASG, as well as the Psychology Club and Sociology Department, sponsored Awareness Month 2011. Earth Week was sponsored by ASG, The Environmental Awareness Club, Environmental Studies, and Toshiba. ASG's 2011-2012 leadership was elected.

Special Services held its annual Awards Dinner on April 7, 2011. Saddleback College hosted its annual JAWS (Junior Athletic Wheelchair Sports) event at Dana Point in a sports camp on April 16th.

TO: Gary L. Poertner, Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, President *GRR*

DATE: April 14, 2011

SUBJECT: **President's Report for the April 25, 2011 Board of Trustees Meeting**

IVC Speech and Debate Team Wins State Championship

At the California Community College Forensics Association tournament held March 17-21 in Woodland Hills, the IVC Speech and Debate Team won the State Championship title. This is their first state title since 2002. The team garnered 13 awards to win the title. The second award gave the squad second place in the national rankings for community colleges in the year-long sweepstakes of the National Parliamentary Debate Association. The trophy was given during a ceremony held in Colorado Springs on March 20. This year IVC's team finished fifth among all two-year and four-year schools. This put IVC ahead of schools such as Oregon (#15) and UCLA (#16). This was IVC's best overall finish in the national competition since 2004.

IVC Holds Japanese Earthquake Presentation

On March 23, Irvine Valley College President Glenn Roquemore, former Saddleback College President and physiology professor Richard McCullough, and Fumiko Ishi, IVC Professor of Japanese Language and Culture presented an overview of what happened during the earthquake in Japan, what lies ahead, and what we could expect if an earthquake of large magnitude occurred in California. The presentation was attended by faculty, staff, and students. President Roquemore, a former geology professor at IVC, reported that there is a 94% probability of a magnitude 7.0 earthquake occurring on the southern San Andreas Fault within the next 30 years, according to U.S. Geological Survey estimates.

Greenberg Traurig Awards Astounding Inventions Top Prizes

On March 24, at a celebratory reception hosted by Greenberg Traurig LLP at Irvine Valley College, Greenberg Traurig Managing Shareholder, Raymond Lee, announced that two students from Irvine and Tustin won the top prizes at this year's Astounding Inventions. The award entitles each student to a pro bono provisional patent application for their inventions from Greenberg Traurig with a potential value of more than \$10,000. Mazen Eldin, a student at Meadow Park Elementary School in Irvine, won for his "Smart Scissors" invention, which will electronically measure and display cut distance. Kent Yamamoto, a student at Tustin Ranch Elementary School in North Tustin, won for his "2 in 1 Double X Putter," which will help golfers keep their putter head at the right angle. Additionally, two students received honorable mention recognition: Se Ho Chung from Bonita Canyon Elementary School for his "Turning Turner" invention, and Courtnei Adams from Nelson School for her "Laser Soccer Cleat." This is Greenberg Traurig's fifth year as the title sponsor of this event.

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Life Sciences Groundbreaking

On April 7, Irvine Valley College faculty, staff, students, and the community came together to celebrate the groundbreaking of IVC's new Life Sciences building. This \$19 million project has been in IVC's master plan since 1996, and funds have long been committed as a match to the state's funding commitment of \$17.3 million dollars. During the ceremonies, President Roquemore thanked the SOCCCD Board of Trustees for their leadership and support of students seeking to take courses in the areas of Life Sciences. President Roquemore highlighted that the new building will provide the college with approximately 30,000 square feet of classroom and laboratory space that combines not only formal space to facilitate scientific study and experimentation, but also informal spaces to promote chance encounters, collegial discourse, and new discovery. The building was designed to be the physical embodiment of life science, creating excitement among the students and faculty who share a passion for their field of study. Indoor space will blend seamlessly with the exterior. Outdoor features will include exterior tiered seating and geographically themed gardens demonstrating variations in California's native plant materials and the impact of exposure and microclimate.

Hands Across California

On Sunday, April 17 at noon, students, faculty, staff, and the community joined Associated Students of Irvine Valley College (ASIVC) and IVC President Glenn Roquemore for a Charity prize raffle and barbeque fundraiser in front of the Student Services Center quad to celebrate Hands Across California. Participants came out to enjoy great food, music, and games and to join in the statewide "human chain" line up. All proceeds from the prize raffle and fundraiser will directly benefit students through the California Community College Scholarship Endowment Fund and will be increased in value by a 50% matching gift made possible through a pledge by the Bernard Osher Foundation.

IVC Foundation Awards Dinner

This year's IVC Foundation Awards Dinner will be held on Tuesday, April 26, 2011 at 7 pm at the beautiful and exclusive Big Canyon Country Club in Newport Beach. Orange County Sheriff Sandra Hutchens will be our special guest that evening, and three individuals will be recognized for their enthusiastic support of the college with a presentation of the IVC Medal, the Foundation's highest honor. Medal winners include: William Woollett, Jr. (Irvine's first city manager, who served from 1972 to 1989), Irvine Police Chief Dave Maggard and IVC's Administration of Justice Professor Colin McCaughey.

PRO IVC Campaign Results

The IVC Foundation recently announced that it has collected \$279,097 in this year's PRO IVC fundraising campaign. The goal was \$250,000. This effort marked an increase of more than \$90,000 over the 2009-2010 Campaign. The 90 participants in this year's campaign will share in the \$75,000 of "matching funds" that will be distributed later this month.