

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
28000 MARGUERITE PARKWAY, MISSION VIEJO, CALIFORNIA 92692

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

7:30 P.M., DECEMBER 13, 2004
LIBRARY 105, SADDLEBACK COLLEGE

AGENDA

CALL TO ORDER OF ANNUAL ORGANIZATIONAL MEETING

1. ANNUAL ORGANIZATIONAL MEETING

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

EXHIBIT A. Election of Officers

EXHIBIT B. Appointment of Secretary and Assistant Secretary

EXHIBIT C. Establishment of Regular Meeting Dates and Times

EXHIBIT D. Establishment of Agenda Planning Calendar

EXHIBIT E. Approval of Agenda Format

EXHIBIT F. Appointment of Trustee Representatives

RECESS TO SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT FACILITIES CORPORATION MEETING

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO: BOARD OF TRUSTEES	ITEM: 1
FROM: CHANCELLOR	DATE: 12/13/04
SUBJECT: ANNUAL ORGANIZATIONAL MEETING	
REASON FOR BOARD CONSIDERATION: APPROVAL	

BACKGROUND

The provisions of Education Code Section 72000 require the governing board of each school and community college district to hold an Annual Organizational Meeting within a prescribed 15-day period. The Orange County Department of Education notified South Orange County Community College District that the 15-day period for 2004 is from December 3 through December 20.

STATUS

This year the Annual Organizational Meeting of the Board of Trustees will be held on December 13, 2004, for the purpose of electing officers of the board (Exhibit A), appointing a secretary and an assistant secretary of the board (Exhibit B), establishing regular board meeting dates and times (Exhibit C) and an agenda planning calendar (Exhibit D), approving the board meeting agenda format (Exhibit E), and appointing trustee representatives to various committees and organizations (Exhibit F).

RECOMMENDATION

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

Item Submitted By: Dr. Raghu P. Mathur, Chancellor	
Item Reviewed By:	
Final Disposition:	Vote :

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ELECTION OF OFFICERS OF THE BOARD OF TRUSTEES

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

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

It is recommended that Raghu P. Mathur be reappointed to the office of Secretary, and that Gary Poertner be reappointed to the office of Assistant Secretary.

REGULAR MEETINGS OF THE BOARD OF TRUSTEES
DATES, LOCATIONS, AND TIMES

January 2005 through December 2005

January ³¹ 18 (<u>Tuesday</u>)	Saddleback College
February 28 (Monday)	Saddleback College
March 28 (Monday)	Saddleback College
April 25 (Monday)	Saddleback College
May 23 (Monday)	Saddleback College
June 20 ²¹ (<u>Monday</u>) <u>Tues</u>	Saddleback College
July 25 (Monday)	Saddleback College
August 29 (Monday)	Saddleback College
September 26 (Monday)	Saddleback College
October 24 (Monday)	Saddleback College
November 14 (Monday)	Saddleback College
December 12 (Monday) (and Organizational Meeting)	Saddleback College

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

Open Session convened, followed by adjournment to Closed Session	5:00 p.m.
Open Session reconvened	7:00 p.m.
Adjournment	by 10:00 p.m.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

2005 BOARD AGENDA PLANNING CALENDAR

PROPOSED BOARD MEETING DATES	ITEMS FOR CONSIDERATION
January 18, 2005	CCCT Nomination New Curriculum (presented throughout the year as needed) Study Abroad Program (presented throughout the year as needed) Out-of-State Travel for Students (presented throughout the year as needed) Sabbatical Leave Recommendations Institutional Memberships Nonresident Fees
February 28, 2005	Commencement Speakers Instructional and Student Material/Lab Fees, Summer and Fall Semesters Tenure Review
March 28, 2005	CCCT Election 2004-2005 College Catalogs Orange County Teacher of the Year Selection Community Education Programs, Summer Sessions
April 25, 2005	Board of Trustees Retreat for Self-Evaluation Outstanding Classified Employee Service Award Presentation Faculty Stipend Report, Summer Sessions
May 23, 2005	Annual Accreditation Reports 2004-2005 Child Development Center Fees Faculty Stipend Report, Fall Semester
June 20, 2005	Gann Limitation Worksheet Adoption of Tentative Budget Five-Year Construction Plan Establishment of District Goals

July 25, 2005	Community Education Programs, Fall Semester Institutional Memberships
August 29, 2005	Adoption of Final Budget
September 26, 2005	Total Expenditures Report of Faculty Stipends for Previous Academic Year
October 24, 2005	Instructional and Student Material/Lab Fees, Spring Semester Proposed New Faculty Positions Board Evaluation of Chancellor and Presidents Chancellor and Presidents Present Evaluations of Academic Administrators Saddleback College Student Government Budget
November 14, 2005	Academic Calendar (Review and Study) Acceptance of District Audit Report Scheduled Maintenance Plan Nonresident Fees (Information Item) Community Education Programs, Spring Semester Renewal or Noticing of Administrators' Contracts Irvine Valley College Student Government Budget
December 12, 2005	Academic Calendar (Approval) Board of Trustees Organizational Meeting Facilities Corporation Annual Meeting Faculty Stipend Report, Spring Semester

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA FORMAT

MEETING OF THE BOARD OF TRUSTEES

DATE

LOCATION

CALL TO ORDER (FOLLOWED BY PUBLIC COMMENTS/CLOSED SESSION): 5:00 P.M.

RECONVENE OPEN SESSION: 7:00 P.M.

AGENDA

CALL TO ORDER: 5:00 P.M.

PUBLIC COMMENTS (closed session items)

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

RECONVENE OPEN SESSION: 7:00 P.M.

ACTIONS TAKEN IN CLOSED SESSION

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS/RESOLUTIONS/INTRODUCTIONS

PUBLIC COMMENTS (all other items)

BOARD AND CHANCELLOR'S REPORTS/BOARD REQUESTS FOR STAFF REPORTS

APPROVAL OF CONSENT CALENDAR ITEMS (listing of all mass consent items)

INFORMATION ITEMS

CHANCELLOR'S ITEMS

DEPUTY CHANCELLOR'S ITEMS

VICE CHANCELLOR'S ITEMS
EDUCATIONAL SERVICES

PRESIDENTS' ITEMS
SADDLEBACK COLLEGE
IRVINE VALLEY COLLEGE

ATEP PROVOST'S ITEMS

REPORTS

PRESIDENTS' REPORTS
ATEP PROVOST'S REPORT
STUDENT GOVERNMENT REPORTS
ACADEMIC SENATES' REPORTS
FACULTY ASSOCIATION REPORT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REPORT
CLASSIFIED SENATES' REPORTS
POLICE OFFICERS' ASSOCIATION REPORT

CORRESPONDENCE

ADJOURNMENT (or continuation of closed session if required): 10:00 P.M.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

APPOINTMENT OF TRUSTEE REPRESENTATIVES
FOR 2005

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

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

Liaison to Orange County Community College Trustees Association (1)

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

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
FACILITIES CORPORATION**

28000 MARGUERITE PARKWAY
MISSION VIEJO, CALIFORNIA 92692

**SPECIAL MEETING OF THE BOARD OF DIRECTORS
DECEMBER 13, 2004
LIBRARY 105, SADDLEBACK COLLEGE**

AGENDA

CALL TO ORDER

1. APPROVAL OF MINUTES OF PREVIOUS MEETING
December 8, 2003

2. ELECTION OF DIRECTORS AND OFFICERS
The President recommends that the Board of Directors elect the same persons holding membership on the South Orange County Community College District Board of Trustees as directors of the South Orange County Community College District Facilities Corporation, to a term of office extending until the date of the next annual organizational meeting. The President further recommends that the Board of Directors elect a president, vice president, secretary, and treasurer to a term of office extending until the date of the next annual organizational meeting.

RECESS TO BOARD OF TRUSTEES' MEETING

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF DIRECTORS	ITEM:	1
FROM:	PRESIDENT, SOCCCD FACILITIES CORPORATION	DATE:	12/13/04
SUBJECT:	MINUTES FROM PREVIOUS MEETING		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

The minutes from the previous SOCCCD Facilities Corporation meeting are submitted to the Board for review and approval.

Item Submitted By:	Dr. Raghu P. Mathur, Chancellor
Item Reviewed By:	
Final Disposition:	Vote :

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
FACILITIES CORPORATION
28000 MARGUERITE PARKWAY, MISSION VIEJO, CALIFORNIA 92692

MINUTES OF THE BOARD OF DIRECTORS
DECEMBER 8, 2003
LIBRARY 105, SADDLEBACK COLLEGE

FACILITIES CORPORATION MEETING

The South Orange County Community College District Facilities Corporation meeting was called to order by President Wagner at 7:55 p.m. **CALLED TO ORDER**

Members of the Board of Directors

Donald Wagner, President **PRESENT**
Nancy Padberg, Vice President
Thomas Fuentes, Secretary
Dave Lang, Treasurer
Marcia Milchiker, Director
John Williams, Director

December 9, 2002, meeting minutes were unanimously approved. **MINUTES**

The same officers of the Board of Trustees, namely Donald Wagner, President; Nancy Padberg, Vice President; and Thomas Fuentes, Secretary, of the Facilities Corporation, were unanimously elected to a term of office extending until the date of the next Annual Organizational Meeting. Director Lang was unanimously elected Treasurer of the Facilities Corporation for the same term. **ELECTION OF DIRECTORS AND OFFICERS**

President Wagner recessed the Facilities Corporation meeting at 7:59 p.m. to the regular meeting of the Board of Trustees. **ADJOURNMENT**

Donald P. Wagner
President, SOCCCD Facilities Corporation

dm

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
FACILITIES CORPORATION
AGENDA ITEM**

TO:	BOARD OF DIRECTORS	ITEM:	2
FROM:	PRESIDENT, SOCCCD FACILITIES CORPORATION	DATE:	12/13/04
SUBJECT:	ELECTION OF DIRECTORS AND OFFICERS		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

BACKGROUND

Pursuant to Section 5213 of the California Nonprofit Corporation Law, the Board of Directors of the South Orange County Community College District Facilities Corporation meets annually to select officers and to conduct other business of the Corporation.

STATUS

Directors of the Facilities Corporation are the same number as the South Orange County Community College District Board of Trustees, namely seven. The officers of the Facilities Corporation may or may not coincide with the officers of the Board of Trustees but, in any case, the Corporation officers are president, vice president, secretary, and treasurer.

RECOMMENDATION

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

Item Submitted By:	Donald P. Wagner, President
Item Reviewed By:	
Final Disposition:	Vote:

MINUTES OF THE BOARD OF TRUSTEES
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
December 13, 2004
ROOM 105, LIBRARY BUILDING, SADDLEBACK COLLEGE

The open session of the regular meeting of the Board of Trustees was called to order by President Wagner at 5:02 p.m. CALL TO ORDER

The open session was recessed to closed session and the board reconvened open session at 7:15 p.m. RECESS/RECONVENE

Members of the Board of Trustees: PRESENT

Donald Wagner, President
Nancy Padberg, Vice President
Thomas Fuentes, Clerk
Bill Jay, Member
Dave Lang, Member
Marcia Milchiker, Member
John Williams, Member
Brittany Poulton, Student Member

Administrative Officers:

Raghu Mathur, Chancellor
Gary Poertner, Deputy Chancellor
Tom Anderson, Vice Chancellor, Educational Services
Rich McCullough, President, Saddleback College
Glenn Roquemore, President, Irvine Valley College
Bob Kopecky, Provost, Advanced Tech. and Education Park

Faculty Association: Lewis Long

Academic Senate: Carmen Dominguez, Wendy Gabriella

CSEA: Connie Zucker

Classified Senates: Beep Colclough, Mary Williams

Associated Student Government: Rachel Hipolite

Police Officers Association: No representation

On a 7 to 0 vote, the board granted a three-month leave of absence without pay with benefits to a classified employee. ACTIONS TAKEN IN CLOSED SESSION

On a 7 to 0 vote, the board authorized the Chancellor to enter into contract negotiations for those positions enumerated in A.1 except A.1.a.

On a 7 to 0 vote, the board appointed Gwen Vendley to the position of Vice President, Student Services, IVC.

On a 7 to 0 vote, the board voted to authorize counsel to file a petition for review in the California Supreme Court in CSEA v. Governing Board.

Orange County District Attorney Tony Rackauckas administered the oath of office to Trustees Fuentes, Jay, Lang, and Williams.

ADMINISTRATION OF OATH

Trustees Jay, Lang, Fuentes, Padberg, Wagner, Milchiker, Williams, and Chancellor Mathur gave reports. Trustees Lang and Padberg requested staff reports.

#1A/B, BOARD/CHANCELLOR REPORTS

The board meeting was recessed to the Annual Organization Meeting at 8:55 p.m. where the board took action to appoint a Secretary and Assistant Secretary, establish 2005 meeting dates and times as well as an agenda planning calendar, approve the agenda format, appoint trustee representatives to various organizations, and elect the following officers for the 2004-05 year: Dave Lang, President; Nancy Padberg, Vice President; and Tom Fuentes, Clerk.

ANNUAL ORGANIZATIONAL MEETING

The Annual Organizational Meeting was recessed to the Facilities Corporation Meeting at 9:23 p.m. where the same persons holding comparable positions on the SOCCCD Board of Trustees were elected as directors and officers of the Facilities Corporation, with Trustee Jay elected to the position of Treasurer. The regular meeting was reconvened at 9:25 p.m.

FACILITIES CORPORATION MEETING

Unanimously accepted for review and study.

#36, ANNUAL AUDIT REPORT

Items 4, 14, and 15 were removed from the Consent Calendar for separate discussion/action. Unanimously approved. (Please see the listing of approved consent calendar items that is attached to these minutes.)

#S 2-24, CONSENT CALENDAR

Item tabled until the next meeting with Trustees Williams and Wagner casting negative votes.

#4, SC STUDY ABROAD - VIETNAM AND CAMBODIA

Unanimously approved.

#14, AGREEMENT WITH STRATA INFO. GROUP

Unanimously approved.

#15, HR RECRUITMENT WORK PLAN/BUDGET REQUEST

Unanimously approved to extend until 10:30 p.m.

EXTENSION OF MEETING TIME

Information was provided to the board on SOCCCD Locally Funded Projects Progress; Contracts Under \$5,000; ATEP Land Appraisal; Promenade Apartments Agreement; Student Enrollment and Fee Trends; 2000-05 SC Humanities Hour Presentations; Feasibility of Cameras in Parking Lots; Fall 2004 Wait List Report; and SC/IVC Spring 2005 Academic Stipends.

#'S 25-34, INFORMATION ITEMS

The CSEA Chapter 586 initial proposal was accepted for negotiation purposes and to make it part of the public record.

CSEA INITIAL PROPOSAL

Unanimously approved to extend until 11:00 p.m.

EXTENSION OF MEETING TIME

Deputy Chancellor Poertner corrected the first line under Definition on page 5 to state Dean of Counseling Services and Special Programs rather than Vice President of Student Services, and under Summary of Duties he changed the ninth paragraph to include the same information. Unanimously approved.

#37, ACADEMIC ACTIONS

Deputy Chancellor Poertner corrected A.1.D under New Personnel Appointments to state Business Services rather than Human Resources. Unanimously approved.

#38, CLASSIFIED ACTIONS

Unanimously approved.

#39, ATEP AWARD OF BID

Approved with Trustee Jay casting a negative vote.

#40, IVC ADDITIONAL FUNDING FOR PERFORMING ARTS BLDG.

Unanimously approved to extend until 11:30 p.m.

EXTENSION OF MEETING TIME

Unanimously approved.

#41, ADDITIONAL FUNDING FOR PARKING LOT 5

Unanimously approved.

#42, SC ADDITIONAL FUNDING FOR TAS PROJECT

Unanimously approved.

#'S 43-45, BOARD POLICIES AND
ACADEMIC CALENDAR

Unanimously approved.

#46, GRANT APPLICATION

Unanimously approved.

#47, ANTENNAE SITE
LICENSE AGREEMENT

Unanimously approved.

#50, AGREEMENT WITH
MARLYS GRODT

Unanimously approved.

#51, CONTRACT WITH
SCHOOL SVCS. OF CALIF.

Unanimously approved.

#52, 2005 IN-SERVICE
SPEAKER - J. PREUS

Unanimous approval to enter into a contract for mold
abatement without the formal bid process.

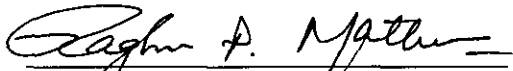
RESOLUTION 04-39

President McCullough, Provost Kopecky, and Professor
Dominguez gave reports.

#48, REPORTS

The meeting was adjourned at 11:35 p.m.

ADJOURNMENT


Raghu P. Mathur, Secretary

ITEMS APPROVED BY CONSENT CALENDAR
AT THE 12/13/04 BOARD MEETING

Items 4, 14, and 15 were removed from the Consent Calendar for separate discussion/action. The following items were approved by vote on the Consent Calendar:

APPROVAL OF CONSENT CALENDAR ITEMS

All matters on the consent calendar are to be approved in one motion unless a board member requests separate action on a specific item.

2. MINUTES OF PREVIOUS MEETINGS
Regular meeting of November 16, 2004.
3. SADDLEBACK COLLEGE: COMMUNITY EDUCATION
Program, presenters, and compensation for Spring 2005.
5. SADDLEBACK COLLEGE: STUDY ABROAD PROGRAM
Study abroad in Greece for Summer 2005.
6. SADDLEBACK COLLEGE: GRANT ACCEPTANCE
Award of \$14,910 from the Foundation for Calif. Community Colleges to implement the Temporary Assistance for Needy Families - Child Development Careers Program.
7. SADDLEBACK COLLEGE: GRANT ACCEPTANCE
Sub-award from the State Chancellor's Office Industry Driven Regional Collaborative (IDRC) grant to assist in Rapid Prototyping product design in the amount of \$200,000.
8. SADDLEBACK COLLEGE: CONSULTANT AGREEMENT
Agreement with Ed Tackett to provide training and other services associated with the NSF and IDRC Rapid Prototyping grants for an amount not to exceed \$70,000.
9. SADDLEBACK COLLEGE: IN-SERVICE HONORARIUM
Honorarium in the amount of \$2,000 for Mary Allen for her workshop on assessment and student learning outcomes.

10. SADDLEBACK COLLEGE: SCLO PRODUCTION EXPENDITURES
Expenditure totaling \$290,511 for the 2005 summer season.
11. SADDLEBACK COLLEGE: STUDENT OUT-OF-STATE TRAVEL
Travel by up to ten students and two advisors April 6-10, 2005, to 53rd Annual National Student Nurses Assoc. Conference in Salt Lake City at a cost not to exceed \$5,000.
12. IRVINE VALLEY COLLEGE: GEOTECHNICAL CONSULTANT AGREEMENT
Agreement with American Geotechnical in the amount of \$7,700 for the Business Tech. and Innovation Ctr. project.
13. IRVINE VALLEY COLLEGE: RESOLUTION TO ACCEPT BIDS
Acceptance of the bid submitted by Kaplan Intl. Programs for a 5 year lease of portions of the campus to conduct private instructional programs for international students.
16. SOCCCD: IBM STORAGE AREA NETWORK
Identification of supplier as Direct Systems Support, Inc., and reduction of contract amount to \$145,833.17.
17. SOCCCD: CHANGE ORDER REQUESTS
COR's 73, 74, 79, 82, 83, and 84 increasing the contract for the Health Sciences Bldg. project by \$41,969.
18. SOCCCD: DISTRICT FOUNDATION
Approval of amended and restated bylaws and appointment of four directors.
19. TRANSFER OF BUDGET APPROPRIATIONS
Budget transfers as delineated.
20. BUDGET AMENDMENT: 2004-05 RESTRICTED GENERAL AND CHILD DEVELOPMENT FUNDS
Adoption of Resolution 04-37 to amend the 2004-05 Adopted Budget.

21. PURCHASE ORDERS/CONFIRMING REQUISITIONS
Purchase orders 01812 through 02057 totaling \$1,788,850.16, and confirming requisitions dated 10/30/04 through 11/24/04 totaling \$161,484.70.
22. PAYMENT OF BILLS
Checks 0034056 through 034805 totaling \$3,743,912.33; Saddleback College Community Education checks 8034 through 8074 totaling \$280,866.94; and IVC Community Education checks 8058 through 8070 totaling \$21,628.18.
23. GIFTS TO THE DISTRICT AND FOUNDATIONS
Acceptance of various donated items.
24. TRUSTEES' REQUESTS FOR TRAVEL AND/OR LOCAL MILEAGE REIMBURSEMENT
Requests to attend upcoming conferences and events and/or local mileage reimbursement.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

MEETING OF THE BOARD OF TRUSTEES

MONDAY, DECEMBER 13, 2004

ROOM 105, LIBRARY BUILDING, SADDLEBACK COLLEGE
28000 MARGUERITE PARKWAY, MISSION VIEJO, CALIFORNIA 92692

CALL TO ORDER (FOLLOWED BY PUBLIC COMMENTS/CLOSED SESSION): 5:00 P.M.
RECONVENE OPEN SESSION: 7:00 P.M.

AGENDA

CALL TO ORDER: 5:00 P.M.

PUBLIC COMMENTS

Members of the public may address the board on items listed below 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 54957):
 1. Public Employment Appointment
 - a. Vice President, Student Services, IVC
 2. Public Employee Performance Evaluation and Appointment
 - a. Chancellor
 - b. Vice President, Student Services, SC
 - c. Dean, Counseling Services and Special Programs, SC
 - d. Dean, Business Sciences, Workforce, and Economic Dev., SC
 - e. Dean, Social and Behavioral Sciences, SC
 - f. Dean, Advanced Technology and Applied Science, SC
 - g. Dean, Liberal Arts and Learning Resources, SC
 - h. Dean, Mathematics, Science and Engineering, SC
 - i. Dean, Fine Arts, Physical Ed., and Athletics, SC
 - j. Dean, Health Sci., Human Services, and Emeritus Institute, SC
 - k. Asst. Dean, Athletic Director, SC
 - l. Asst. Dean, Health Sci., Human Services, and Emeritus Institute, SC
 - m. Vice President, Instruction, IVC
 - n. Dean, Business and Social Sciences, IVC
 - o. Dean, Advanced Technology, IVC
 - p. Director, Center for Applied and Competitive Tech., IVC

3. Public Employee Employment/Evaluation of Performance
 - a. Dean, SC
 - b. A&R Specialist I
4. Public Employee Discipline/Dismissal/Release (8)

B. Conference with Labor Negotiators (GC 54957.6):

1. Negotiators - Dr. Raghu Mathur; SOCCCD Faculty Association
2. Negotiators - Dr. Raghu Mathur; California School Employees Association (CSEA), Chapter 586
3. Negotiators - Dr. Raghu Mathur; SOCCCD Police Officers Association
4. Negotiators - Dr. Raghu Mathur; Unrepresented Employees - All Classified Leadership Positions
5. Negotiators - President of the Board or President's Designee; Unrepresented Employee - Chancellor

C. Conference with Legal Counsel (GC 54956.9)

1. Pending Litigation (GC 54956.9[a]) -
 - a. Mora v. Mathur
 - b. CSEA, et al., v. SOCCCD Board of Trustees
 - c. IVC Academic Senate, etc., et al., v. SOCCCD Board of Trustees
 - d. Faculty Association v. SOCCCD, Unfair Practice Charge No. LA-CE-4514-E
 - e. Carl v. SOCCCD
 - f. Merryman v. SOCCCD
 - g. Gensler v. SOCCCD
2. Significant Exposure to Litigation (GC 54956.9[b][1] and [3][A]) - Four Potential Cases
3. Initiation of Litigation (GC 54956.9[c]) - Three New Cases

RECONVENE OPEN SESSION: 7:00 P.M.

ACTIONS TAKEN IN CLOSED SESSION

INVOCATION

Led by Trustee Fuentes

PLEDGE OF ALLEGIANCE

Led by Trustee Milchiker

ADMINISTRATION OF THE OATH OF OFFICE TO REELECTED TRUSTEES

RESOLUTIONS/PRESENTATIONS/INTRODUCTIONS

Resolution: IVC 2004 Women's Golf Team

Resolution: SC Emeritus Institute

Resolution: District Information Technology Dept.

Resolution: Emergency Request to Enter Into Contract Without Formal Bid Process

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.**

BOARD AND CHANCELLOR'S REPORTS/BOARD REQUESTS FOR REPORTS

Section 54954.2(a) of the Ralph M. Brown Act states that "No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda."

Speakers are limited to two minutes each.

1. BOARD/CHANCELLOR'S REPORTS/REQUESTS FOR REPORTS
 - a. BOARD REPORTS
 - b. CHANCELLOR'S REPORT
 - c. BOARD REQUESTS FOR STAFF REPORTS

RECESS TO ANNUAL ORGANIZATIONAL MEETING AND FACILITIES CORPORATION MEETING

APPROVAL OF CONSENT CALENDAR ITEMS (Items 2 through 24)

All matters on the consent calendar are to be approved in one motion unless a board member requests separate action on a specific item.

2. MINUTES OF PREVIOUS MEETINGS
Regular meeting of November 16, 2004.
3. SADDLEBACK COLLEGE: COMMUNITY EDUCATION
Program, presenters, and compensation for Spring 2005.
4. SADDLEBACK COLLEGE: STUDY ABROAD PROGRAM
Study abroad in Vietnam and Cambodia for Summer 2005.
5. SADDLEBACK COLLEGE: STUDY ABROAD PROGRAM
Study abroad in Greece for Summer 2005.
6. SADDLEBACK COLLEGE: GRANT ACCEPTANCE
Award of \$14,910 from the Foundation for Calif. Community
Colleges to implement the Temporary Assistance for Needy
Families - Child Development Careers Program.
7. SADDLEBACK COLLEGE: GRANT ACCEPTANCE
Sub-award from the State Chancellor's Office Industry
Driven Regional Collaborative (IDRC) grant to assist in Rapid
Prototyping product design in the amount of \$200,000.
8. SADDLEBACK COLLEGE: CONSULTANT AGREEMENT
Agreement with Ed Tackett to provide training and other
services associated with the NSF and IDRC Rapid
Prototyping grants for an amount not to exceed \$70,000.
9. SADDLEBACK COLLEGE: IN-SERVICE HONORARIUM
Honorarium in the amount of \$2,000 for Mary Allen for
her workshop on assessment and student learning
outcomes.
10. SADDLEBACK COLLEGE: SCLO PRODUCTION
EXPENDITURES
Expenditure totaling \$290,511 for the 2005 summer season.
11. SADDLEBACK COLLEGE: STUDENT OUT-OF-STATE
TRAVEL
Travel by up to ten students and two advisors April 6-10,
2005, to 53rd Annual National Student Nurses Assoc.
Conference in Salt Lake City at a cost not to exceed \$5,000.

12. IRVINE VALLEY COLLEGE: GEOTECHNICAL CONSULTANT AGREEMENT
Agreement with American Geotechnical in the amount of \$7,700 for the Business Tech. and Innovation Ctr. project.
13. IRVINE VALLEY COLLEGE: RESOLUTION TO ACCEPT BIDS
Acceptance of the bid submitted by Kaplan Intl. Programs for a 5 year lease of portions of the campus to conduct private instructional programs for international students.
14. SOCCCD: CONSULTING AGREEMENT
Agreement with Strata Information Group to provide Fiscal and Human Resources evaluation and selection services at a cost not to exceed \$27,500.
15. SOCCCD: HUMAN RESOURCES RECRUITMENT WORK PLAN/BUDGET REQUEST
Staffing and budget augmentation request of \$85,911 from basic aid.
16. SOCCCD: IBM STORAGE AREA NETWORK
Identification of supplier as Direct Systems Support, Inc., and reduction of contract amount to \$145,833.17.
17. SOCCCD: CHANGE ORDER REQUESTS
COR's 73, 74, 79, 82, 83, and 84 increasing the contract for the Health Sciences Bldg. project by \$41,969.
18. SOCCCD: DISTRICT FOUNDATION
Approval of amended and restated bylaws and appointment of four directors.
19. TRANSFER OF BUDGET APPROPRIATIONS
Budget transfers as delineated.
20. BUDGET AMENDMENT: 2004-05 RESTRICTED GENERAL AND CHILD DEVELOPMENT FUNDS
Adoption of Resolution 04-37 to amend the 2004-05 Adopted Budget.

21. PURCHASE ORDERS/CONFIRMING REQUISITIONS
Purchase orders 01812 through 02057 totaling \$1,788,850.16, and confirming requisitions dated 10/30/04 through 11/24/04 totaling \$161,484.70.
22. PAYMENT OF BILLS
Checks 0034056 through 034805 totaling \$3,743,912.33; Saddleback College Community Education checks 8034 through 8074 totaling \$280,866.94; and IVC Community Education checks 8058 through 8070 totaling \$21,628.18.
23. GIFTS TO THE DISTRICT AND FOUNDATIONS
Acceptance of various donated items.
24. TRUSTEES' REQUESTS FOR TRAVEL AND/OR LOCAL MILEAGE REIMBURSEMENT
Requests to attend upcoming conferences and events and/or local mileage reimbursement.

INFORMATION ITEMS

ITEMS FOR INFORMATION ONLY

25. SOCCCD: LOCALLY FUNDED PROJECTS PROGRESS REPORT
Status of locally funded construction projects.
26. SOCCCD: CONTRACTS UNDER \$5,000
Summary of contracts for November/December 2004.
27. SOCCCD: ADVANCED TECHNOLOGY AND EDUCATION PARK LAND APPRAISAL
Total value estimated at \$60,100,000 as of October 1, 2004.
28. SOCCCD: AMENDMENT TO AGREEMENT
Change in payment schedule to allow MG Promenade Apartments the option of making twelve monthly installment payments rather than one annual payment for joint use and occupancy of school property and ground lease.
29. BOARD REQUESTED REPORT: STUDENT ENROLLMENT AND FEE TRENDS
Information as requested.

30. BOARD REQUESTED REPORT: 2000-05 SADDLEBACK COLLEGE HUMANITIES HOUR PRESENTATIONS
Information as requested.
31. BOARD REQUESTED REPORT: FEASIBILITY OF INSTALLING SAFETY AND SECURITY CAMERAS IN COLLEGE PARKING LOTS
Information as requested.
32. BOARD REQUESTED REPORT: IVC/SC FALL 2004 WAIT LIST REPORT
Information as requested.
33. SADDLEBACK COLLEGE: ACADEMIC STIPENDS
Extra-contractual assignments for Spring 2005.
34. IRVINE VALLEY COLLEGE: ACADEMIC STIPENDS
Extra-contractual assignments for Spring 2005.

DEPUTY CHANCELLOR'S ITEMS (Items 35 through 42)

ACCEPTANCE FOR NEGOTIATION PURPOSES/PUBLIC RECORD

35. CSEA CHAPTER 586: INITIAL PROPOSAL
Receive proposal and set a public hearing at the next board meeting to allow public comments.

ACCEPTANCE FOR REVIEW AND STUDY

36. SOCCCD: DISTRICT ANNUAL AUDIT REPORT
General purpose financial statements and accompanying audit report.

ITEMS RECOMMENDED FOR APPROVAL

37. ACADEMIC PERSONNEL ACTIONS
Additional Compensation; Administrator Contract Extensions for One Additional Year; Academic Temporary Part-Time/Substitute Staff; Authorization to Establish and Announce Academic Administrative Position.
38. CLASSIFIED PERSONNEL ACTIONS
New Personnel Appointments; Volunteers; Change of Status; Resignation/Retirement/Conclusion of

Employment; Salary Adjustments Retroactive to July 1, 2004.

39. ATEP: AWARD OF BID
Award of Bid 260D for Site Improvements and Signage for the ATEP Launch to a vendor and in an amount that will be announced at the board meeting.
40. IRVINE VALLEY COLLEGE: ADDITIONAL FUNDING
Approval of additional funding in the amount of \$6,739,000 from basic aid for construction of the IVC Performing Arts/Theater project.
41. IRVINE VALLEY COLLEGE: ADDITIONAL FUNDING
Approval of additional funding in the amount of \$750,000 from basic aid for the Parking Lot 5 Expansion project.
42. SADDLEBACK COLLEGE: ADDITIONAL FUNDING
Approval of additional funding in the amount of \$985,000 from basic aid for the TAS Repair project.

VICE CHANCELLOR'S ITEMS (Item 43 through 46)

EDUCATIONAL SERVICES

ACCEPTANCE FOR REVIEW AND STUDY

43. MISCELLANEOUS BOARD POLICIES: 4000 SERIES
Review and study of miscellaneous policies in the Personnel Section of the manual.
44. MISCELLANEOUS BOARD POLICIES: 4000 AND 5000 SERIES
Review and study of miscellaneous policies in the Personnel Section and Students Section of the manual.
45. 2006-04 SOCCCD ACADEMIC CALENDAR
Review and study of proposed calendar.
46. SADDLEBACK COLLEGE: GRANT APPLICATION
Application for funding from the National Science Foundation for "Adaptation and Lab Improvements for the Aquarium and Aquaculture Science Degree Program."

PRESIDENT'S ITEM (Item 47)

SADDLEBACK COLLEGE

ITEM RECOMMENDED FOR APPROVAL

47. SOCCCD: ANTENNAE SITE LICENSE AGREEMENT
Proposed agreement between the district and Rancho Mission Viejo, LLC, for the installation and operation of the KSBR noncommercial radio antennae.

REPORTS

Per unanimous board approval, the reports by the following individuals should be written and submitted to the board prior to board meetings. The reports may be given verbally, however, if enough time remains prior to the board approved meeting adjournment time of 10:00 p.m.

Speakers are limited to two minutes each.

48. PRESIDENTS' / PROVOST'S / GOVERNANCE GROUPS' REPORTS
- a. Presidents
 - b. Provost
 - c. Student Government Reports
 - Associated Student Government of Saddleback College
 - Associated Students of Irvine Valley College
 - d. Academic Senates' Reports
 - Saddleback College Academic Senate
 - Irvine Valley College Academic Senate
 - e. Faculty Association Report
 - f. California School Employees Association Report
 - g. Classified Senates' Reports
 - Saddleback College Classified Senate
 - Irvine Valley College Classified Senate
 - District Classified Senate
 - h. Police Officers' Association Report

CORRESPONDENCE

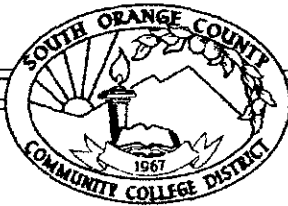
49. CORRESPONDENCE
Items of correspondence submitted by the district and colleges for the board's information.

ADJOURNMENT (OR RECESS TO CONTINUE CLOSED SESSION IF REQUIRED): 10:00 P.M.

**ADDITIONAL ITEMS FOR THE 12/13/04 REGULAR BOARD
MEETING AGENDA**

ITEMS RECOMMENDED FOR APPROVAL

50. SOCCCD: INDEPENDENT CONTRACTOR AGREEMENT
Agreement with Marlys Grout & Associates to update 58 classified leadership job descriptions at a cost not to exceed \$22,250.
51. SOCCCD: LEGISLATIVE ADVOCACY CONTRACT
Contract with School Services of California for an additional 12 months beginning 1/1/05 to 12/31/05 for \$2,000 per month plus expenses.
52. SOCCCD: 2005 IN-SERVICE KEYNOTE SPEAKER
Selection of Dr. Jacob A.O. Preus, President, Concordia University, to speak during the Chancellor's Opening Session on 1/4/05 at no cost to the district.



Resolution

South Orange County Community College District

Board of Trustees

**IRVINE VALLEY COLLEGE
2004 WOMEN'S GOLF TEAM
ORANGE EMPIRE CONFERENCE TITLE**

04-34

Whereas, Irvine Valley College 2004 Women's Golf Team for the first time earned the Orange Empire Conference title with a 20 stroke lead ahead of its closest competitor, and

Whereas, Irvine Valley College 2004 Women's Golf Team earned the conference title by winning three rounds in the tournament and finishing with a team score of 376, and

Whereas, Irvine Valley College 2004 Women's Golf Team won against strong competitors Santiago Canyon in second place, and Saddleback College in third place, and

Whereas, player Kristin Medlin was named co-player of the year in the conference with Saddleback College's Camille Guyton, and

Whereas, Irvine Valley College Golf Coach Ben Burnett was named Orange Empire Conference co-coach of the year with Saddleback College Golf Coach Bill Cunerty; therefore

Be it resolved that the Board of Trustees does hereby commend and congratulate the Irvine Valley College 2004 Women's Golf Team members Patty Doherty, Debbie Firman, Kristin Medlin, Rebecca Shabunov, Lauren Swanson, Allison Trent, and Golf Coaches Julie Hanks and Ben Burnett for their outstanding athletic achievements and distinction at Irvine Valley College in the South Orange County Community College District.

Donald P. Wagner, President

Nancy Padberg, Vice President

Thomas A. Fuentes, Clerk

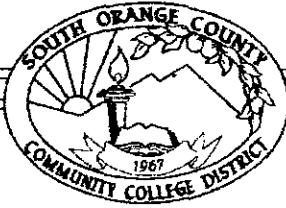
William O. Jay, Member

David B. Lang, Member

Marcia Milchiker, Member

John S. Williams, Member

Brittany Poulton, Student Member



Resolution

*South Orange County Community College District
Board of Trustees*

**SADDLEBACK COLLEGE EMERITUS INSTITUTE
2004 SAGE Program of the Year Award Winner
04-35**

Whereas, the Saddleback College Emeritus Institute was honored with the Program of the Year Senior Achievement and General Excellence (SAGE) Award by the Seniors Housing Council of the Building Industry Association of Southern California; and

Whereas, the Saddleback College Emeritus Institute was established in 1976 as a unique educational opportunity and has become a leader in providing challenging and rewarding programs specifically designed for older adults; and

Whereas, Saddleback College Emeritus Institute has increased its course offerings to over 150 classes held during the day at more than 25 convenient locations and successfully serves over 12,000 students annually; therefore

Be it resolved that the Board of Trustees of the South Orange County Community College District does commend and congratulate Saddleback College Emeritus Institute for its outstanding accomplishments, contribution and distinction in enhancing the quality of life for older adults.

Donald P. Wagner, President

Nancy Padberg, Vice President

Thomas A. Fuentes, Clerk

William O. Jay, Member

David B. Lang, Member

Marcia Milchiker, Member

John S. Williams, Member

Brittany Poulton, Student Member



Resolution

*South Orange County Community College District
Board of Trustees*

DISTRICT INFORMATION TECHNOLOGY DEPARTMENT Best of the Web Digital Education Achievement Award

04-36

Whereas, the South Orange County Community College District Information Technology Department was honored with a Best of the Web Digital Education Achievement Award from the Center for Digital Education; and

Whereas, the award recognized the MySite eServices suite which includes the MySite web portal, SmartSchedule, KnowledgeBase and MySite Agent; and

Whereas, the award acknowledged the District IT team for their innovation, Web-based delivery of public services, efficiency, economy, and functionality for improved student and faculty access; and

Whereas, My Site has received more than 2.5 million hits since its inception two years ago and more than seventy percent of students now register online virtually eliminating long lines;

Whereas, out of entries from prestigious universities throughout the U.S., the District was one of only two Community College Districts to receive an award in the "Integrated/Multi-Focus Application" category; therefore

Be it resolved that the Board of Trustees of the South Orange County Community College District does commend and congratulate the District Information Technology Department for its outstanding accomplishments, contribution and distinction in enhancing the quality of life for students.

Donald P. Wagner, President

Nancy Padberg, Vice President

Thomas A. Fuentes, Clerk

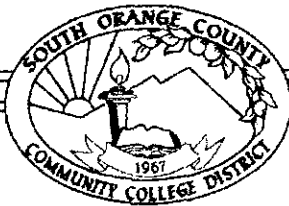
William O. Jay, Member

David B. Lang, Member

Marcia Milchiker, Member

John S. Williams, Member

Brittany Poulton, Student Member



Resolution

*South Orange County Community College District
Board of Trustees*

EMERGENCY REQUEST TO ENTER INTO CONTRACT WITHOUT FORMAL BID PROCESS

04-39

WHEREAS, there is a sudden and unexpected finding of mold at Saddleback College in the Business/General Studies Building; and

WHEREAS, mold discovered by staff and consultants in five classrooms necessitates a remediation effort beyond the capacity of temporary classrooms for relocation; and

WHEREAS, the mold poses a clear and imminent danger to the health of students, faculty and staff who occupy the building; and

WHEREAS, the interior remediation work if initiated immediately can be accomplished so that students can attend classes the first day of spring semester, January 10, 2005; and

WHEREAS, remediation efforts have been estimated at a cost not to exceed \$213,451, an amount that usually requires a formal bidding process; and

WHEREAS, immediate action to prevent the cancellation of essential classes is necessary; and

WHEREAS, a delay in the remediation of mold caused by the time involved in a formal bidding process would interrupt the essential public service of classroom instruction and potentially cause health problems to occupants;

THEREFORE BE IT RESOLVED that the South Orange County Community College District Board of Trustees does submit this emergency request for the County Superintendent of the Orange County Department of Education approve the District to enter into a contract without going through a formal bidding process in order to immediately thwart a health danger and interruption of essential public services.

Donald P. Wagner, President

Nancy Padberg, Vice President

Thomas A. Fuentes, Clerk

William O. Jay, Member

David B. Lang, Member

Marcia Milchiker, Member

John S. Williams, Member

Brittany Poulton, Student Member

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	1
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	BOARD AND CHANCELLOR'S REPORTS/ BOARD REQUESTS FOR REPORTS		
REASON FOR BOARD CONSIDERATION:	INFORMATION		

Section 54954.2(a) of the Ralph M. Brown Act states that "No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda." Speakers are limited to two minutes each.

- a. Board Members' Reports
- b. Chancellor's Report
- b. Board Members' Requests for Staff Reports

Item Submitted By:	Dr. Raghu P. Mathur, Chancellor
Item Reviewed By:	
Final Disposition:	Vote :

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	2
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	MINUTES FROM PREVIOUS MEETINGS		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

Minutes from previous Board of Trustee meetings are submitted
to the Board for review and approval.

Item Submitted By:	Dr. Raghu P. Mathur, Chancellor		
Item Reviewed By:			
Final Disposition:			Vote :

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Agenda Item

TO: Board of Trustees	ITEM: 3
FROM: Chancellor	DATE: 12-13-04
SUBJECT: SADDLEBACK COLLEGE COMMUNITY EDUCATION – SPRING 2005	
REASON FOR BOARD CONSIDERATION:	APPROVAL

BACKGROUND

The South Orange County Community College District is distinguished for offering high quality not-for-credit Community Education programs for its residents. By providing not-for-credit programs and classes on a fee basis, Saddleback College performs an important community service to residents within the District. The not-for-credit, fee-based programs, presenters, and accompanying compensation require the approval of the Board of Trustees.

STATUS

A variety of educational and recreational events have been planned by Saddleback College Community Education in order to serve the community during the 2005 spring session. Expenses for conducting these courses will be paid from the income from participant fees. Academic Senate has reviewed and approved the course titles, presenters and compensation. The course titles, presenters and compensation are outlined in Exhibit A. There is no expense from the general fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College Community Education program and presenters as outlined in Exhibit A.

Item Submitted by: Dr. Richard D. McCullough, President	
Item Review by: Dr. Raghu P. Mathur, Chancellor	
Final Disposition:	Vote

South Orange County Community College District
SADDLEBACK COLLEGE
COMMUNITY EDUCATION NON-CREDIT PROGRAM - SPRING 2005

PROGRAM	COURSE TITLE	DATES	PRESENTER	HONORARIA	FEE
Children	Natural A's	2/11/05	Curtis Adney (I)	50% net	\$49.00
Adults	Real Estate Appraisal	3/9/05	Carol L. Chirpich (E)	50% net	\$49.00
	California Real Estate License Exam Prep	2/11-12, 3/11-12 and 4/8-9	Barbara Cox (E)	50% net	\$165.00
	What Were You Born To Do	2/11/05	Curtis Adney (I)	50% net	\$55.00
	Six Sigma Green Belt Certification	1/5-5/25	Saddleback Faculty (E) Chaney Welch (E)	75% gross	\$1,200.00
	Blue Harmonica	3/2/05	David Broida (I)	40% gross	\$35.00
	His Lai Buddhist Temple Tour	2/26/05	Loretta DuBois (I)	\$40 p.p.	\$65 p.p.
	Skirball Center & Museum of Tolerance	3/13/05	Loretta DuBois (I)	\$62 p.p.	\$77 p.p.
	Carlsbad Flower Fields	4/2/05	Loretta DuBois (I)	\$43 p.p.	\$58 p.p.
	LA Arboretum & Tea At Ritz	5/14/05	Loretta DuBois (I)	\$70 p.p.	\$85 p.p.
	San Francisco & Napa Valley	5/25 - 5/30	Loretta DuBois (I)	\$658 p.p.	\$720 p.p.
	Yosemite National Park	6/25 - 6/28	Loretta DuBois (I)	\$469 p.p.	\$519 p.p.
	Mt. Rushmore, Yellowstone	7/27 - 8/8	Loretta DuBois (I)	\$980 p.p.	\$1050 p.p.
	European Experience	Summer 2006	Joe Calwell (I)	90% gross	\$3999 p.p.
	South Pacific Wonders Tour	9/15 - 9/30	Collette Tours (I)	90% gross	\$4,149 p.p.
	The Best of Tuscany	10/10 - 10/20	Collette Tours (I)	90% gross	\$3,500 p.p.

Employee (E)
Independent Contractor (I)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Agenda Item

TO:	Board of Trustees	ITEM:	4
FROM:	Chancellor	DATE:	12-13-04
SUBJECT:	SADDLEBACK COLLEGE: VIETNAM AND CAMBODIA STUDY ABROAD TOUR, SUMMER 2005		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

BACKGROUND

Saddleback College is committed to providing high quality education and a full range of cultural activities for students. The College has offered courses that have been conducted in many countries of the world by expert faculty who provide academic course work in conjunction with cultural travel experiences. The College has offered very successful study abroad programs in China, England, France, Italy and Spain. Study abroad programs are authorized under Education Code 72640.

STATUS

The Social and Behavioral Sciences Division at Saddleback College proposes to offer the study abroad program in Vietnam and Cambodia during the Summer 2005 semester from May 30 through June 13, 2005, at a cost of \$2,549 per student (double occupancy) or \$2,979 for single accommodations. All student fees, student insurance, travel, food and lodging requirements will be coordinated by Journeys of Discovery. The Study Abroad Program Summary is included as Exhibit A. The course syllabus is shown in Exhibit B and the required Educational Tour/Field Study Contractor Agreement is provided in Exhibit C. Financial Aid opportunities as shown in Exhibit D will be provided through the Office of Financial Aid for those students who qualify. A memorandum from the faculty addressing Board of Trustees concerns is included as Exhibit E, along with the "Emergency Action Program" guidelines that have been developed by the travel vendor Journeys of Discovery.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program in Vietnam and Cambodia for the Summer 2005 semester and direct the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the Journeys of Discovery for coordinating all travel arrangements.

Item Submitted by:	Dr. Richard D. McCullough, President		
Item Review by:	Dr. Raghu P. Mathur, Chancellor		
Final Disposition:			Vote

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

STUDY ABROAD PROGRAM INFORMATION SUMMARY

1. PROGRAM			
Location/Destination :Vietnam/Cambodia		First Trip: Yes: X	No:
Dates: From: May 30	To: June 13, 2005	Total No. of Days: 15	
Partner Name (Academic Institution):	N. A.		
Address:	N. A.		
Contact Person:	N. A.	Telephone No.:	N. A.
Description of Institution:	N. A.		
Includes:	Accredited Instruction	Yes: X	No:
	Transfer College Units	Yes: X	No:
	Orientation	Yes: X	No:
	Books/Supplies	Yes: X	No:
	Tutors	Yes:	No: X
	Weekend Study Activities	Yes: X	No:
	Food	Yes: X	No:
	Transportation	Yes: X	No:
	Lodging	Yes: X	No:
Other:			
Does Not Include: (Examples: Local Transportatio Personal Items, etc.)	International Departures Tax, \$49.50 and subject to change. All Vietnam/Cambodia Departure Taxes, gratuities for escorts and drivers, Saddleback Fees, Books & 12 meals		
Other:			
2. FACULTY			
Lead Faculty Name:	Dr. Scott W. Howlett & Dr. David Dileo		
Coordinates Trip:	Yes: X	No:	
If No, Explain:			
Travels to Site: Both David and I are with students at a minimum, from 9am-6pm each day of trip, May 30-June 13	Yes X	No:	
Dates: From: May 30	To: June 13		
Teaching Assignment at Program Site:	Yes X	No:	
Dates: From: May 30	To: June 13		
Requires Substitute at IVC and/or SC?	Yes	No: X	
Unpaid Faculty Exchange:	Yes	No: X	
If Yes, Faculty Name(s) Required:			
Assignments to be Covered:			
Course No.:	Course Title:	Date(s)	Time(s)
History 15	History of Vietnam War	4-9-05 5-6-05 May 30-June 13	10am-1pm. 6 pm-9 pm 9 am - 6pm (each day)
Course No.:	Course Title:	Date(s)	Time(s)
Course No.:	Course Title:	Date(s)	Time(s)

STUDY ABROAD PROGRAM INFORMATION SUMMARY
Page 3

3. COURSE(S) OFFERED AT PROGRAM SITE

Course No.:	Course Title:	No. of Units
Course No.:	Course Title:	No. of Units
Course No.:	Course Title:	No. of Units
Course No.:	Course Title:	No. of Units

4. STUDENTS

Minimum number of students required to make program:	23
Minimum number of units:	3
Maximum number of units:	3
If this is a repeat program site, what is the average number of units taken per student?	3
Other	

5. COSTS

Student:	
Contracted cost per student:	\$ 2,549
Average cost per day: <i>(It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)</i>	\$ 112 per day
College:	
Additional costs to the District?	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
If Yes Explain: <input type="checkbox"/>	
Cost of substitute pay if instruction is also receiving salary for courses at IVC and/or SC during the same period of time.	\$ 0
Other Costs	\$ 0

6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)

7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7 a.m.	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
8 a.m.	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
9 a.m.	Lecture	Lecture	Lecture	Lecture	Lecture	Lecture	Lecture
10 a.m.	Tour	Tour	Tour	Tour	Tour	Tour	Tour
11 a.m.	Tour	Tour	Tour	Tour	Tour	Tour	Tour
Noon	Tour	Tour	Tour	Tour	Tour	Tour	Tour
1 p.m.	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch
2 p.m.	Tour	Tour	Tour	Tour	Tour	Tour	Tour
3 p.m.	Tour	Tour	Tour	Tour	Tour	Tour	Tour
4 p.m.	Tour	Tour	Tour	Tour	Tour	Tour	Tour
5 p.m.	Tour	Tour	Tour	Tour	Tour	Tour	Tour
6 p.m.	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner
7 p.m.	Discussion	Discussion	Discussion	Discussion	Discussion	Discussion	Discussion
8 p.m.	Free Time	Free Time	Free Time	Free Time	Free Time	Free Time	Free Time
9 p.m.	Free Time	Free Time	Free Time	Free Time	Free Time	Free Time	Free Time
10 p.m.	Free Time	Free Time	Free Time	Free Time	Free Time	Free Time	Free Time

Exceptions to weekly schedule:

8. ATTACHMENTS

1. Course Outline
2. Course Syllabus
3. Contract Provider

STUDY ABROAD PROGRAM INFORMATION SUMMARY

Page 4

Sara W. Horvath 10/25/04
Lead Faculty Member Date

Sara W. Horvath 10/25/04
Department Chair Date

[Signature] 10-25-04
Division/School Dean Date

Vice President, Instruction Date

College President Date

**Saddleback College
History 15
The Vietnam War: History & Legacy**

Dr. Scott W. Howlett
Dr. David DiLeo
Summer 2005
Office Hours: TBA
SM 337
(949) 582-4618
E-mail:

Course Description:

All students who participate in the study tour will enroll in History 15, the History of the Vietnam War and its impact. History 15 focuses on the Vietnam War as two wars: part of a worldwide 18th-20th century Nationalist struggle against colonial rule and as part of the 20th century Cold War between the Soviet Union and United States and their allies. Social, political, cultural, geographic and economic aspects of Vietnam & Cambodia's historical development are examined from both a chronological and topical framework.

Dr. Scott Howlett and Dr. David DiLeo professors of history at Saddleback will lead the Vietnam and Cambodia Study tour. Professor Howlett, has taught a variety of courses in the area of world and United States history. In addition to receiving his Ph.D. in History at the University of California at Irvine, Professor Howlett has taken a variety of courses related to the history of Asia, the Vietnam War and has led several successful study tours abroad, including two student tours to China, and tours to Egypt and Europe. Professor DiLeo has taught at Saddleback College the History of Vietnam and has published books and articles focusing on the Vietnam War. In 2001, Professor DiLeo assisted Professor Howlett's Study Abroad trip to China.

This tour will enable Saddleback students the chance to explore the history and culture of Vietnam and Cambodia in the historical regions of Saigon, Hanoi, Hue, Hoi An and Angkor Wat. This program will offer a rich cultural/historical program supplemented by sightseeing excursions and lectures by Professor Howlett and DiLeo. In Saigon there will be excursions to the Reunification Palace, Giac Lam Pagoda, and the Cu Chi Tunnels. In Hanoi there will be visits to Bao Tang Lich, Chi Minh Masoleum and the One Pillar Pagoda. In Halong there will be a tour of Halong Bay and related historical sites. In Hue sightseeing opportunities will include the Old Imperial city, Camp Carroll and Kha Sanh. In Hoi An there will be site visits to the historical religious sites and temples and in Cambodia the tour will include the world famous Angkor Wat and Siem reap sites and modern Phnom Penh. The cost of the trip is approximately \$2,549, including airfare, hotel, and most meals and all the fees related to Visa and Embassy fees.

Course Format:

We will meet for pre-trip orientation April 9 (10a.m.-1 p.m.) and May 6 (6p.m.-9 p.m.) On April 9, you will participate in a lecture/discussion related to major themes in the history of Vietnam and Cambodia and fill out travel paperwork, Visas etc. At the May 6th meeting we will discuss course requirements and participate in a discussion of the United States' involvement in Vietnam/Cambodia between 1942-1972. Our study abroad Vietnam/Cambodia trip will take place between May 30 and June 13th. During this time you will participate in 56 hours of field trips to selected historical and cultural sites. In each of the major regions visited you will participate in a history of Vietnam/Cambodia lecture/discussion programs presented by Dr. Dileo and Dr. Howlett. At each of the historical sites you will be presented with a tour lecture and have opportunities to ask Dr. Howlett and Dileo specific questions

Course Requirements:

A=

- 5-6 Typed, Double-spaced, 12 font Essay on some aspect of the Vietnam War
- 2-3 page paper using the required readings to examine three major themes related to Vietnam War. Provide specific historical examples related to your themes.
- 2-3 page Book critique of selected history monograph (Books on reserve in Saddleback Library listed under History 15)

B=

2-3 page paper using required readings to examine three major themes in Vietnam/Cambodia history. Provide specific historical examples related to your themes.

2-3 page Book critique of selected history monograph (Books on reserve in Saddleback Library listed under History 15)

C=

2-3 page Book critique of selected history monograph (Books on reserve in Saddleback Library listed under History 15)

Vietnam/Cambodia Tour Journal commenting on field trips and experiences

Credit Grade=

Vietnam/Cambodia Tour Journal commenting on field trips and experiences

Oral presentation of Tour (Pictures, impressions, etc.)

All coursework is due no later than July 2 (I will turn in grades on July 5)

Required Reading

William Duiker, *Sacred War: Nationalism & Revolution in Divided Vietnam* (McGraw-Hill, 1996)

George C. Herring, *America's Longest War: The United States and Vietnam 1950-1975* (5th Edition, McGraw Hill, New York, 2002)

Robert J. McMahon, Ed., *Major Problems in the History of the Vietnam War* (3rd Edition, Houghton Mifflin, 2003)

Suggested Readings:

Loren Baritz, *Backfire: A History of How American Culture Led Us into Vietnam and Made Us Fight the Way We Did* (William Morrow, 1985)

Eric M. Bergerud, *The Dynamics of Defeat: The Vietnam War in Hau Nghia Province* (Westview Press, 1991)

Larry Berman, *Planning a Tragedy* (Norton, 1982) and *Lyndon Johnson's War* (Norton, 1989)

James A. Bill, *George Ball: The Underside of American Foreign Policy* (Yale Press, 1997)

David L. DiLeo, *George Ball, Vietnam, and the Rethinking of Containment* (University of North Carolina Press, 1991)

Frances Fitzgerald, *Fire in the Lake: The Vietnamese and Americans in Vietnam* (Vintage, 1972)

Lloyd C. Gardner, *Pay Any Price: Lyndon Johnson and the Wars for Vietnam* (Ivan R. Dee, 1995) James W. Gibson, *The Perfect War: The War We Couldn't Lose and How We Did* (Vintage, 1986)

Gabriel Kolko, *Anatomy of a War: Vietnam, the United States and the Modern Historical Experience* (Random House, 1985)

A.J. Langguth, *Our Vietnam*

Michael Lind, *Vietnam: The Necessary War: A Reinterpretation of America's Most Disastrous Military Conflict* (Touchstone, 1999)

Marilyn Young, *Vietnam Wars: 1945-1990* (Longman, 2003)

Class Etiquette:

See Trip Handout for Rules and Regulations

Grading:

Students are strongly encouraged to do their personal best and keep in mind that I grade on improvement. The instructor does not use a class curve to grade course work. Grading is based on the following scales:

For essays:

A = 100-90 pts. (Excellent; original analysis with factual support, coherent argument)

B = 89-80 (Effective analysis, understanding of main ideas, some support, logical)

C = 79-69 (Adequate level of analysis, incomplete grasp of material but logical)

D = 68-60 (Substandard; inadequate level of analysis)

F = 59-0 (Non-passing)

Essay Criteria Sheet

"A" Essay

A paper receiving the grade of "A" will be original and creative in thought, focused, clear, and well-organized. It will be an imaginative essay, concise and direct in style. The essay's arguments will be convincing, because they are to be based on original interpretation (not repetition, not quotation, not summary) of the primary source. Moreover: the essay as a whole, paragraphs, and sentences will be tightly constructed and organized; word choice will be careful, correct, and varied; and no major grammatical or spelling errors will be present.

"B" Essay

The "B" paper must have most of the qualities of an "A" paper—it will be clearly focused and well organized, will possess the format of a persuasive essay, and will not have major errors in grammar or spelling—but may lack some of the originality and creativity described above. A "B" essay must, however, still show a substantial degree of interpretation, solid arguments, and in-depth understanding of the source material.

"C" Essay

The average essay usually receives the grade of "C." It will be coherent and solidly constructed, but will demonstrate only a moderate degree of interpretation, and will be lacking the originality and creativity of an "A" or "B" paper. A "C" paper should not contain serious grammatical or spelling errors.

"D" and "F" Essays

The grade of "D" will be given to papers severely deficient in the qualities described above: focus, construction, logical arguments, demonstrated knowledge of the source material, essay format, and grammar and spelling. It will have very little interpretation. An "F" paper will have no interpretation. Pure quotation, summary, paraphrase, or outright plagiarism (see below) will also result in a grade of "F."

A Warning about Plagiarism

Uncredited, improper use of another author's work is dishonest, and must be avoided at all costs. Any essays which display any evidence of plagiarism—whether deliberate or unintentional—will receive a grade of "F."

Plagiarism (literary theft) and other forms of dishonest student behavior will not be tolerated. Not only will you receive an "F", but you will also be turned over to the Dean of Student Services for further disciplinary action.

A student with a verified disability may be entitled to appropriate academic accommodations. Please contact your instructor and/or the Disabled Students Program Services Office for further information.

Upon completion of this course, the student will be able to:

1. Analyze the historical origins, phases and legacy of the Vietnam War.
2. Evaluate and explain the role Western colonialism had on the historical development of Vietnam and Cambodia
3. Demonstrate library and computer skills through research papers, compilation of bibliographies, and analytical book reviews.
4. Identify and give examples of different historian's interpretations of the Vietnam War
5. Demonstrate an understanding of historical chronology and the sequence of events as it relates to the Vietnam War.
9. Comprehend and analyze historical data from a comparative perspective
10. Read and analyze primary sources related to the Vietnam War

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

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

Name of Program

This Agreement is made this 15 day of October, 2004 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and Journeys of Discovery ("TRAVEL CONTRACTOR") located at 4025 Camino del Rio South, Suite 200, San Diego CA, 92108 and is for the limited purpose of providing travel arrangements for the Educational Tour/Field Study Trip described on the Exhibits to this Agreement labeled "SPECIFIC TRIP DETAILS."

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

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

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(or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth SPECIFIC TRIP DETAILS) if

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

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

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

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

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

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

LIABILITY INSURANCE - CERTIFICATE OF INSURANCE - TRAVEL CONTRACTOR shall provide the District's Office of Administrative and Business Services with a valid certificate of insurance for each Educational Tour/Field Study Trip naming the District as additional insured with a single limit of liability of not less than \$1,000,000 with evidence that the policy covers the world-wide exposures of each Educational Tour/Field Study Trip. The certificate shall be submitted with the executed AGREEMENT to the Office of Administrative and Business Services at least (15) fifteen working days prior to commencement of the program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRAVEL CONTRACTOR

DISTRICT

JOURNEYS OF DISCOVERY
SAN DIEGO CA

South Orange County Community
College District

Date: 10/12/04

Date: _____

By: Jim Furgott

By: _____
Gary L. Poertner

Title:
Operations Manager

Title:
Deputy Chancellor

Address:
4025 CAMINO DEL RIO
SOUTH, # 200
Phone: (619) 282-3848

Address:
28000 Marguerite Parkway
Mission Viejo, California 92692
Phone: (949) 582-4347

SADDLEBACK COLLEGE: VIETNAM AND CAMBODIA
STUDY ABROAD TOUR, SUMMER 2005

If eligible, the only financial aid available for study abroad students for summer session would be the following:

Board of Governor's Fee Waiver Program for enrollment and health fees at registration.

Eligible students for Federal Pell grant for students who have not received their full Pell grant award during the fall and spring semesters of the academic year. Those eligible students could receive the remaining funds for the summer session.

An Associated Student Government Study Abroad Grant totaling \$2,000 is available for the 2004-05 academic year. Students compete via the college scholarship applications and selection process. Grants may be awarded in the amount of \$500 to \$1,000 per student. Financial assistance never covers all college expenses regardless of whether a student is studying at the Saddleback College campus or with Saddleback College in the Study Abroad.

Memorandum

To: South Orange County Community College District Board and Administrative Staff
From: Professors Scott Howlett and David DiLeo
Re: Student Travel Vietnam and Cambodia

Thank you for addressing the subject of our travel abroad proposal (attachment) and expressing your preliminary support and concerns. We share your enthusiasm for giving Saddleback and Irvine Valley students opportunities such as this and most certainly also your concerns for student safety and economy. We hope that the remarks below will satisfactorily alleviate your concerns.

Safety and Security

As of November 23, 2004 neither Vietnam nor Cambodia is on the "U. S. State Department Watch List". Furthermore, we directly quote from but one of many international travel advisory bulletins related to Personal Security: "The overall security conditions are good in Vietnam and Cambodia and Vietnam is one of the safest countries in Asia."

Napa Valley Community College has contracted two successful study abroad programs to Vietnam and Cambodia with Journey's of Discovery, both of which have been safe and successful. In addition, California State Universities at Fullerton and Long Beach have existing Study Abroad programs to Vietnam.

Cost

The May-June 2005 excursion is the third study abroad trip associated with Journeys of Discovery we have conducted through Saddleback College since 2001. In the previous two enterprises, student and faculty satisfaction with the cost and performance of the company has been *universally* positive. We encourage students enrolling in the trip to independently research the cost of comparable trips. We have come to the clear conclusion that our student's travel dollar is exceedingly well spent with this company.

Because we have, to date, announced this trip as "pending Board approval," immediate action (December meeting) will afford us greater opportunity to recruit, and enroll students, secure Visas, and solve problems that might arise.

Respectfully,



Scott Howlett, Ph.D.



David DiLeo, Ph.D.

From: Jim.Froggatt@pleasant.net

Date: 11/23/04 17:55:52

To: 'Scott Howlett'

Cc: [ZAK \ZAK\](#)

Subject: SECURITY CONCERNS FOR SADDLEBACK COLLEGE VIETNAM/CAMBODIA PROGRAM

Hi, Scott ---

As a follow up to your voice mail, let me say with confidence that we believe Vietnam and Cambodia to be two of the safest destinations in Asia, if not the world.

Our company, Pleasant Holidays, has sent hundreds of individuals and groups to the destinations without incident, and within our division, Journeys of Discovery, we have sent two groups in recent years, both from Napa Community College in Northern California, to the destination. I believe the fact that the College opted to operate two programs within such a short amount of time to the same destination, not only speaks for the country's amazing and rich attractions, but certainly also, we believe, helps to validate just how safe the instructor and the tour's participants felt in the country on both occasions. Should anyone at the College wish to contact the instructor at Napa College who led both programs, his name is Ron Zak, and his email address is zakworld@napanet.net, and his telephone is (707) 996-3606. I am sure he would be happy to second my comments.

In the unlikely event of an emergency situation, Journeys of Discovery has the following Emergency Action Plan in affect on our tours, per the attached.

Again, should either you or any of your Board of Directors need further information about the tour or the destination itself, please do not hesitate to contact me.

Thanks,

Jim Froggatt
jim.froggatt@pleasant.net
Operations Manager
JOURNEYS OF DISCOVERY
Phone: (619) 282-3848, extension 4732
(800) 877-5223, extension 4732
Fax: (619) 282-5690

Emergency Action Program – Tour Programs

Introduction

Journeys of Discovery is committed to the safety and well being of all tour participants, including the instructors sent on the program by the college.

Journeys of Discovery strongly believes that proper pre-departure preparation is key to the overall success of a program. Program participants and their family members are encouraged to ask any questions that they may have in regards to safety issues and emergencies while touring abroad during our pre-departure orientation meetings.

Students are encouraged to conduct themselves in a mature and responsible manner so that emergency situations can be avoided. However, some emergencies cannot always be avoided. Below you will find Journeys of Discovery's Emergency Action Program, or EAP for short, which consists of two very important components: the Readiness Plan and the Emergency Response Plan. While it is not possible to cover all possible emergency situations in this document, we have addressed several that are generally of the most concern to colleges and universities. Should you have any further questions or concerns, please do not hesitate to contact us.

Readiness Plan

The best response to an emergency is to be well prepared. Below are the steps that Journeys of Discovery will take to ensure that individuals on all levels are prepared in the event of an emergency.

Emergency Contact Information Sheet

All tour participants will be required to fill out the Emergency Contact Information form enclosed. Please complete in advance of departure and give to your Tour Director/Travel Coordinator or Travel Coordinator upon your arrival in Asia.

For emergency situations, a communication chain will be established at the beginning of the program. This will allow the Tour Director/Travel Coordinator/Travel Coordinator or Professor to contact and instruct participants in an emergency situation. The program staff members in the communication chain will stay in close contact with the Tour Director/Travel Coordinator/Travel Coordinator, who in turn will stay in frequent contact with Journeys of Discovery. Journeys of Discovery will stay in contact with the College.

Insurance

For programs that include insurance coverage, all participants will be provided with a pamphlet discussing services provided by the carrier. For programs in which insurance purchase is optional, those participants selecting the insurance option will be provided with a pamphlet discussing services provided by the carrier. A copy of the insurance coverage is included for your reference.

Local Contact Information

As part of final itinerary, students will be given complete contact information for the tour, including not only the full contact information for Journeys of Discovery, but also hotels and local ground operators.

Emergency Response Plan

Exhibit E

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In the event of an emergency, the Tour Director/Travel Coordinator/Travel Coordinator will work with the students, professors, and other staff members to determine the severity of the emergency situation. He or she will keep the lead professor informed of all emergencies. Please see attached flow-chart for further details.

Listed below are some of the possible emergencies that may take place on a tour program.

A Participant is a Victim of Theft or Robbery

Students should immediately contact the local authorities to file a report, and notify the Tour Director/Travel Coordinator. If language poses a barrier, the Tour Director/Travel Coordinator can assist with translation.

A Participant Becomes Ill or Sustains an Injury

The Tour Director/Travel Coordinator/Travel Coordinator should be contacted immediately, and will travel to the medical facilities with the participant. The Tour Director/Travel Coordinator is available by cellular phone 24-hours per day for medical emergencies. A medical emergency is one such that the participant has broken a bone, head injury, and extreme trauma to the body, car accident, etc. Non-emergency medical examples include wounds that only require a band-aid, cold, flu, and stomach ache.

Where there is an emergency situation, the Tour Director/Travel Coordinator will contact Journeys of Discovery, who will then contact the college representative. From that point, the college will make the decision as to whom will inform the participant's emergency contact.

A Participant is Arrested

Participants are to immediately notify the Tour Director/Travel Coordinator. The Tour Director/Travel Coordinator will assist with translations and in any manner possible; however, participants are subject to local laws and regulations. The Tour Director/Travel Coordinator will notify the appropriate consulate or embassy if necessary and Journeys of Discovery. Journeys of Discovery will contact the college representative. The college can determine who will contact the participant's emergency contact.

A Participant is Inexplicably Missing

There are several possible outcomes when a participant is missing. First and foremost, upon notification of a missing student, the Tour Director/Travel Coordinator will make contact with the participant's professors and friends to determine the nature of what has occurred in order to properly determine the next step.

In the event that the participant is not found safe and sound, the Tour Director/Travel Coordinator will notify the appropriate consulate or embassy; local authorities, and Journeys of Discovery.

In the event that the participant is found but is injured, the Tour Director/Travel Coordinator will establish the nature of the injury and either assist the participant to the medical facility or will call the appropriate consulate or embassy to request local emergency medical personnel assist the student (in the event that the student is away from the host city.)

Once Journeys of Discovery has been notified of any missing person, we will contact the college. The college can then decide who will contact the participant's emergency contact.

Land Transportation Incident

If an accident occurs during motorcoach transportation provided for the core program, the Tour Director/Travel Coordinator will immediately contact local authorities and emergency services. The Tour Director/Travel Coordinator will then contact Journeys of Discovery. Subsequently, Journeys of Discovery will contact the college with the best possible assessment of the extent of injuries and casualties. The college can then decide who will contact the participant's emergency contact. The appropriate consulate or embassy will also be notified.

Air Transportation Disaster

In the event of air transportation disaster, Journeys of Discovery will immediately contact the college. The college can then decide who will contact the participant's emergency contact. Journeys of Discovery will stay in regular contact with airline authorities for up dated information.

Death of a Program Participant

In the tragic event of a participant's death, the Tour Director/Travel Coordinator will contact the Journeys of Discovery and appropriate consulate or embassy. Journeys of Discovery will contact the college. The college can then decide who will contact the participant's emergency contact.

Other Crisis Situations

Participants should immediately contact the Tour Director/Travel Coordinator for instructions or the numbers provided for other local staff members. If communication lines are not working, and the situation permits, participants should proceed to the Tour Director/Travel Coordinator's hotel room. If participants are not able to make contact with the Tour Director/Travel Coordinator, the nearest U.S. Embassy/ Consulate (or other appropriate embassy or consulate) should be contacted for instructions. Participants should tune into local television and radio broadcasts for emergency information. Participants should attempt to remain with other program participants or program staff. It is important that participants follow instructions provided by U.S. Embassy or Consulate.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO: Board of Trustees	ITEM: 5
FROM: Chancellor	DATE: 12-13-04
SUBJECT: SADDLEBACK COLLEGE: DRAWING/PAINTING & ART HISTORY IN GREECE – SUMMER 2005	
REASON FOR BOARD CONSIDERATION: APPROVAL	

BACKGROUND

Saddleback College is committed to providing high quality education and a full range of artistic and cultural activities for students. The College has offered courses, which have been conducted in many countries by expert faculty who provide academic course work in art history, art appreciation, drawing and painting in conjunction with cultural travel experiences in Greece. The College has offered very successful study abroad programs in France, Summer 2001, Italy, Summer 2002, and Spain and Italy, 2004. Study abroad programs are authorized under Education Code 72640.

STATUS

The Fine Arts, Physical Education and Athletics Division at Saddleback College proposes to offer the study abroad program in art history, art appreciation, drawing and painting again during the Summer 2005 semester from June 20 – July 12, 2005. The student fee of \$3,550 includes round trip airfare, transportation, lodging, 2 meals per day, guided tours, instructor lectures and/or demonstrations in designated museums and locations, entrance to listed museums will be organized and arranged by Interlink Tours, Los Angeles. Financial Aid opportunities as shown in Exhibit D will be provided through the Office of Financial Aid.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback study abroad program Drawing/Painting and Art History in Greece in the Summer of 2005 as summarized in Exhibits A, B, C.

Item Submitted By: Dr. Richard D. McCullough, President, Saddleback College

Item Reviewed By: Dr. Raghu P. Mathur, Chancellor

Final Disposition: _____ **Vote** _____

South Orange County Community College District

**APPLICATION FOR STUDY ABROAD CLASS/PROGRAM
Saddleback College**

Proposed Program: *"Drawing, Painting, and Art History/Appreciation Tour in Greece"*

Instructor: Vito-Leonardo Scarola

College Telephone: (949) 582.4774

Home Phone: (949) 489.3333 **Cell** (949) 295.9925 **Home FAX:** (949) 489.3333

E-Mail: vscarola@saddleback.edu or scarola1@cox.net

1. Short description of proposed program::

This program offers a unique opportunity for artistically minded individuals wishing to enhance their studies of art history; art appreciation, drawing, and painting while gaining first hand experience traveling throughout Greece. During a three and one half week learning adventure, students will develop their skills while drawing and painting on location, visit numerous museums and galleries, and sample the variety of French cultural highlights in their original setting. The goal is to provide students with an enriching and memorable cultural experience, expand their global perspective and increase their knowledge of Art.

2. SOCCCD Program Summary:

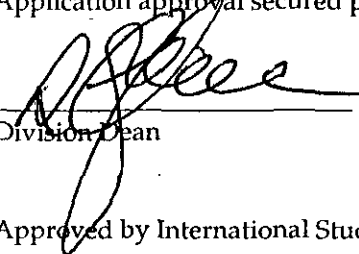
(See attached)

3. List experience and qualifications to lead this program:

I have been instrumental in organizing and leading numerous successful study tours to Europe for Saddleback College including the following Colleges and Universities since 1984: California State University Fullerton, Irvine Valley College, and The Art Institute of Southern California.

This first hand experience, familiarity with most of the major European art museums and fluency in French, Italian and Spanish serves me well as a facilitator and instructor while traveling and teaching students in Europe.

Application approval secured prior to Committee review.

	11/23/04		
Division Dean	Date	Vice President	Date

Approved by International Studies Advisory Committee.

Committee Chair	Date

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

STUDY ABROAD PROGRAM SUMMARY

Saddleback College

A. PROGRAM DETAIL

1. **Name of program:** Draw, Paint, and Study Art History/Appreciation in Greece
2. **Location of program:** Greece: Athens, Olympia, Epidauris, Delphi, Nafplio, Crete, Mycanos, and Santorini,
3. **Program dates:** June 20 – July 12, 2005
4. **Courses offered:** This program offers students an opportunity to enroll in one of two distinct classes. Students have an opportunity to register in any one of the following classes: Art 120 Tour-Art History/Appreciation, Art 189 Drawing and Painting in Greece

Course No.	Title	Units	Total Hours
Art 120	Tour-Art History/Appreciation	3	55 hours
<i>And/or</i>			
Art 189	Drawing and Painting in Greece	3	110 hours

(The courses listed above are part of the current Fine Art curriculum. Course descriptions can be found in the 2004-2005 catalogue.

Field Trips Included in Program:

See Itinerary

6. Trip Hours: 110+Hours
7. Pre-Departure Orientation: Dates: 5/20, 6/2, 6/10, 6/17 Times: 12-4PM
8. Total Number of Pre-Departure Orientation Hours: 12 Hours

B. STUDENTS

1. Minimum number of units required per student: **3 units**
2. Maximum number of units allowed per student **6 units**

3. Approximate program cost based on 15 participants: Approximate Cost \$3550
4. Program cost includes:
 - Round Trip Airfare
 - All transfers and ground transportation
 - Lodging in 2 or 3 persons per room
 - 2 meals per day (breakfast and lunch or dinner as designated by the itinerary)
 - Guided tour of each of the designated cities.
 - Instructor lectures and or demonstration in designated museums and locations
 - Entrance to listed museums
 - Pre-trip Orientation
5. Not included in cost:
 - Low cost medical, accident and trip cancellation Insurance
 - Saddleback College tuition and fees
 - Passport and visa fees
 - Personal telephone calls,
 - Entrance fees unless specified by the itinerary,
 - Optional excursions,
 - Car rentals,
 - Transportation to an from participant's residence to the airport of departure,
 - Customary tips for city guides and bus driver.
 - Any expenses incurred by reason of absence or deviation from the itinerary.

C. FACULTY

Instructor

Saddleback College Instructor	Course(s) Taught	OSH Cost*
Vito-Leonard Scarola	Studio(see above)	6
	Art Appreciation	3
Total Instructor Costs:		6 OSH

1. Faculty expenses covered by contractor (list)
 - Round Trip Airfare,
 - All transfers and ground transportation
 - Lodging in single room
 - 2 meals per day (breakfast and lunch or dinner as designated by the itinerary)
 - Telephone charges pertaining to the trip

2. Faculty expenses covered by faculty
 - Personal Telephone calls
 - Car rentals,
 - Meals not specified in itinerary

**South Orange County Community College District
TRAVEL CONTRACTOR AGREEMENT & EDUCATIONAL TOUR/FIELD STUDY
Travel Contractor Agreement
General Terms and Conditions**

This agreement made this 23rd day of November 192005 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California, ("DISTRICT") and INTERLINK TOURS ("TRAVEL CONTRACTOR") located at 864 South Robinson Blvd, Suite 209, Los Angeles, CA 90035 shall be effective and is for the limited purpose of providing travel arrangements for the Educational Tour/Field Study or Trip described on the Exhibit(s) to this Agreement labeled "SPECIFIC TRIP DETAILS."

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

INSTRUCTIONAL SERVICES - District shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor/Presenter/Guides, and evaluation for said Educational Tour/Field Study Trip.

TRAVEL SERVICES - TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Educational Tour/Field Study Trip(s), the details of which TRAVEL CONTRACTOR shall specify on the Exhibit(s) to this Agreement labeled "SPECIFIC TRIP DETAILS." If the TRAVEL CONTRACTOR provides travel services for more than one Educational Tour/Field Study Trip, one Exhibit labeled "SPECIFIC TRIP DETAILS" shall be completed for each Educational Tour/Field Study Trip. Said Exhibit(s) shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for approval and acceptance by DISTRICT as part of this Agreement. TRAVEL CONTRACTOR shall complete one such Exhibit for each separate Educational Tour/Field Study Trip handled by TRAVEL CONTRACTOR. When accepted by the DISTRICT, each such Exhibit shall by this reference become a part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC TRIP DETAILS set forth in such Exhibits and the General Terms and Conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.

PROMOTIONAL MATERIAL - TRAVEL CONTRACTOR may prepare and provide at its own expense additional promotional material, which material must have the approval of the DISTRICT administrator responsible for the activity before publication and distribution to the participants of the Educational Tour/Field Study Trip. Such literature shall prominently display the statement: "Instructional Activities provided by Saddleback College or Irvine Valley College (as appropriate). All travel arrangements are the responsibility of INTERLINK."

PAYMENT BY TRIP PARTICIPANTS - All payments by Educational Tour/Field Study Trip participants for travel services shall be made directly to TRAVEL CONTRACTOR. All checks drawn by Educational Tour/Field Study Trip participants shall be made to the order of TRAVEL CONTRACTOR'S firm name, or to such other name as TRAVEL CONTRACTOR may direct. TRAVEL CONTRACTOR shall manage all charges collected by Educational Tour/Field Study

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Trip participants in accordance with applicable Federal and State laws and regulations, and the requirements of this Agreement. TRAVEL CONTRACTOR receives any and all funds received by TRAVEL CONTRACTOR for travel services in trust for the benefit of the Educational Tour/Field Study Trip participants. TRAVEL CONTRACTOR shall account to the DISTRICT the total cost to trip participants of each Educational Tour/Field Study Trip. Trip expenses shall detail the extent of free transportation, per diem allowances, incidental support, any direct payment to or prerequisites intended by TRAVEL CONTRACTOR for Trip Instructor/Presenter/Guide. Disclosure of these costs and expenses for each particular Educational Tour/Field Study Trip shall be on Exhibit A labeled "SPECIFIC TRIP DETAILS." Cost figures so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change in such tariffs and exchange rates without amendment of this Agreement if the possibility of such changes has been disclosed in advance in writing by TRAVEL CONTRACTOR to the DISTRICT and the Educational Tours/Field Study Trip participants. DISTRICT and TRAVEL CONTRACTOR shall determine for each Educational Tour/Field Study Trip a date for initial deposit of trip costs by trip participants and the amount of such deposit, as well as the date of final payment, each of which dates and payments shall be published in literature about the specific Educational Tour/Field Study Trip made available to potential trip participants by either DISTRICT or TRAVEL CONTRACTOR. In the event Educational Tour/Field Study Trip is for any reason cancelled prior to the time of its scheduled departure, TRAVEL CONTRACTOR shall refund in full any payments received from Educational Tour/Field Study Trip participants, provided, however, that if any Educational Tour/Field Study Trip participant cancels after the date specified for final payment for participation in a particular Educational Tour/Field Study Trip, then TRAVEL CONTRACTOR shall refund payment to said Educational Tour/Field Study Trip participants minus any non-recoverable charges or expenses incurred by TRAVEL CONTRACTOR in connection with its provision of travel services for those participants. Charges, if any, for DISTRICT personnel shall be invoiced to the DISTRICT.

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

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TRAVEL CONTRACTOR shall forward a copy of all correspondence between the **TRAVEL CONTRACTOR** and any Trip Instructor/Presenter/Guide of the **DISTRICT** at the address set forth below.

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

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

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

TRIP CANCELLATION INSURANCE - **TRAVEL CONTRACTOR** shall make available and strongly recommend to each Educational Tour/Field Study Trip participant trip cancellation insurance that will assure trip participants of trip transportation in spite of accident or illness of any

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

GENERAL LIABILITY INSURANCE - TRAVEL CONTRACTOR shall for the duration of the Educational Tour/Field Study Trip maintain in force a comprehensive worldwide, general liability policy or policies insuring TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss due to: (a) bodily injury, death or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading, of a hired automobile, watercraft or aircraft, in the TRAVEL CONTRACTOR'S operations (\$1,000,000 for each occurrence); (b) any negligent act, error or omission of TRAVEL CONTRACTOR or any other person for whose acts TRAVEL CONTRACTOR is legally liable in the conduct of TRAVEL CONTRACTOR'S operations (\$1,000,000 for each act, error or omission); and (c) personal injury arising out of TRAVEL CONTRACTOR'S operations (\$1,000,000 for each occurrence). TRAVEL CONTRACTOR further shall procure from such insurer and furnish DISTRICT with a waiver of subrogation against DISTRICT, its governing board, its officers and employees, and shall furnish DISTRICT with a certificate of insurance for its general liability insurance policy, naming the DISTRICT and its governing board, its officers and employees as additional insured on the policy with a thirty (30) day notice of cancellation, without which this contract shall be null and void. If the Educational Tour/Field Study Trip is to travel to locations beyond the continental United States, such policy shall be endorsed to provide coverage for claims brought in the United States, for occurrences elsewhere.

TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION - TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet as specified on Exhibit B to this Agreement.

TERM - this Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated. TRAVEL CONTRACTOR may, upon written notice to DISTRICT, cancel any particular Educational Tour/Field Study Trip no later than 45 days prior to the departure of the Educational Tour/Field Study Trip (or fewer days upon the express mutual agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth in Exhibit A) if the minimum number of participants specified in SPECIFIC TRIP DETAILS fails to sign up for the Educational Tour/Field Study Trip, or may terminate this Agreement in its entirety upon 45 days prior written notice to DISTRICT stating that TRAVEL CONTRACTOR so terminates this Agreement. DISTRICT may, upon written notice to TRAVEL CONTRACTOR, cancel any particular Educational Tour/Field Study Trip if the minimum number of participants specified by DISTRICT fail to sign up for the Educational Tour/Field Study Trip, or may cancel any particular Educational Tour/Field Study Trip or may terminate this Agreement in its entirety at any time if TRAVEL CONTRACTOR fails to satisfy any of the terms and conditions of this Agreement or may terminate this Agreement, in its entirety for any reason upon 45 days prior written notice to TRAVEL CONTRACTOR stating DISTRICT so terminates (or fewer days upon the express mutual agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth in EXHIBIT A). The termination or expiration of this Agreement shall not relieve any party from any liability arising from breach of this Agreement.

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

NO MODIFICATION OF AGREEMENT - This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understanding or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between TRAVEL CONTRACTOR and any Travel Instructor/Presenter/Guide for any Education Tour/Field Study Trip that are not set forth herein shall be binding upon DISTRICT. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by a person duly authorized to so sign by the party against whom enforcement of such waiver, amendment or modification is sought in a document that specifically refers to this Agreement.

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

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

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

TRAVEL CONTRACTOR:
INTERLINK TOURS

Signature: _____

Title: **PRESIDENT**

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

Signature: _____

**Executive Vice Chancellor,
Administrative & Business Services**



InterLink TOURS

Emergency Action Program - Tour Programs

Introduction

Interlink Tours is committed to the safety and well being of all tour participants, including the instructors sent on the program by the college.

Interlink Tours strongly believes that proper pre-departure preparation is the key to the overall success of a program. Program participants and their family members are encouraged to ask any questions that they may have in regards to safety issues and emergencies while touring abroad during our pre-departure orientation meetings.

Students are encouraged to conduct themselves in a mature and responsible manner so that emergency situations can be avoided. However, some emergencies cannot always be avoided. Below you will find Interlink Tours' Emergency Action Program, or EAP for short, which consists of two very important components: the Readiness Plan and the Emergency Response Plan. While it is not possible to cover all possible emergency situations in this document, we have addressed several that are generally of the most concern to colleges and universities. Should you have any further questions or concerns, please do not hesitate to contact us.

Readiness Plan

The best response to an emergency is to be well prepared. Below are the steps that Interlink Tours will take to ensure that individuals on all levels are prepared in the event of an emergency.

Emergency Contact Information Sheet

All tour participants will be required to fill out the Emergency Contact Information form enclosed. Please complete in advance of departure and give to your Tour Director or Travel Coordinator upon your arrival in Greece.

For emergency situations, a communication chain will be established at the beginning of the program. This will allow the Tour Director/Travel Coordinator or Professor to contact and instruct participants in an emergency situation. The program staff members in the communication chain will stay in close contact with the Tour Director/Travel Coordinator, who in turn will stay in frequent contact with Interlink Tours. Interlink Tours will stay in contact with the College.

Insurance

For programs that include insurance coverage, all participants will be provided with a pamphlet discussing services provided by the carrier. For programs in which insurance purchase is optional, those participants selecting the insurance option will be provided with a pamphlet discussing services provided by the carrier. A copy of the insurance is included for your reference.

Local Contact Information

As part of final itinerary, students will be given complete contact information for the tour, including not only the full contact information for Interlink Tours, but also hotels and local ground operators.

Emergency Response Plan

In the event of an emergency, the Tour Director/Travel Coordinator will work with the students, professors, and other staff members to determine the severity of the emergency situation. He or she will keep the lead professor informed of all emergencies. Please see attached flow-chart for further details.

Listed below are some of the possible emergencies that may take place on a tour program.

A Participant is a Victim of Theft or Robbery

Students should immediately contact the local authorities to file a report, and notify the Tour Director/Travel Coordinator. If language poses a barrier, the Tour Director/Travel Coordinator can assist with translation.

A Participant Becomes Ill or Sustains an Injury

The Tour Director/Travel Coordinator should be contacted immediately, and will travel to the medical facilities with the participant. The Tour Director/Travel Coordinator is available by cellular phone 24 hours per day for medical emergencies. A medical emergency is one such that the participant has broken a bone, head injury, and extreme trauma to the body, car accident, etc. Non-emergency medical expenses include wounds that only require a band-aid, cold, flu, and stomach ache.

Where there is an emergency situation, the Tour Director/Travel Coordinator will contact Interlink Tours, who will in turn contact the college representative. From that point, the college will make the decision as to whom will inform the participant's emergency contact.

A Participant is Arrested

Participants are to immediately notify the Tour Director/Travel Coordinator. The Tour Director/Travel Coordinator will assist with translations and in any manner possible; however, participants are subject to local laws and regulations. The Tour Director/Travel Coordinator will notify the appropriate consulate or embassy if necessary and Interlink Tours. Interlink Tours will contact the college representative. The college can determine who will contact the participant's emergency contact.

A Participant is Inexplicably Missing

There are several possible outcomes when a participant is missing. First and foremost, upon notification of a missing student, the Tour Director/Travel Coordinator will make contact with the

participant's professors and friends to determine the nature of what has occurred in order to properly determine the next step.

In the event that the participant is not found safe and sound, the Tour Director/Travel Coordinator will notify the appropriate consulate or embassy, local authorities, and Interlink Tours.

In the event that the participant is found but is injured, the Tour Director/Travel Coordinator will establish the nature of the injury and either assist the participant to the medical facility or will call the appropriate consulate or embassy to request local emergency medical personnel assist the student (in the event that the student is away from the host city).

Once Interlink Tours has been notified on any missing person, we will contact the college. The college can then decide who will contact the participant's emergency contact.

Land Transportation Incident

If an accident occurs during motorcoach transportation provided for the core program, the Tour Director/Travel Coordinator will immediately contact local authorities and emergency services. The Tour Director/Travel Coordinator will then contact Interlink Tours. Subsequently, Interlink Tours will contact the college with the best possible assessment of the extent of injuries and casualties. The college can then decide who will contact the participant's emergency contact. The appropriate consulate or embassy will also be notified.

Air Transportation Disaster

In the event of air transportation disaster, Interlink Tours will immediately contact the college. The college can then decide who will contact the participant's emergency contact. Interlink Tours will stay in regular contact with airline authorities for updated information.

Death of a Program Participant

In the tragic event of a participant's death, the Tour Operator/Travel Coordinator will contact Interlink Tours and appropriate consulate or embassy. Interlink Tours will contact the college. The college can then decide who will contact the participant's emergency contact.

Other Crisis Situations

Participants should immediately contact the Tour Director/Travel Coordinator for instructions or the numbers provided for other local staff members. If communication lines are not working, and the situation permits, participants should proceed to the Tour Director/Travel Coordinator's hotel room. If participants are not able to make contact with the Tour Director/Travel Coordinator, the nearest U.S. Embassy/Consulate (or other appropriate embassy or consulate) should be contacted for instructions. Participants should tune into local television and radio broadcasts for emergency information. Participants should attempt to remain with other program participants or program staff. It is important that participants follow instructions provided by U.S. Embassy or Consulate.

TRAVEL.STATE.GOV

Tuesday November 30, 2004

Greece

July 12, 2004

COUNTRY DESCRIPTION: Greece is a developed and stable democracy with a modern economy.

ENTRY REQUIREMENTS: A passport is required, but no visa is needed for tourist or business stays of up to three months. For other entry requirements, travelers should contact the Embassy of Greece at 2221 Massachusetts Avenue, NW, Washington, DC 20008, telephone (202) 939-5800; or Greek consulates in Atlanta, Boston, Chicago, Houston, Los Angeles, New Orleans, New York, and San Francisco, and Greek embassies and consulates around the world. Additional information is available at <http://www.greekembassy.org>.

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

DUAL NATIONALITY: In addition to being subject to all Greek laws affecting U.S. citizens, dual nationals may also be subject to other laws that impose special obligations on Greek citizens. Greek males between the ages of 20 and 45 are required by Greek law to perform military service. This applies to any individual whom the Greek authorities consider to be Greek, regardless of whether or not the individual considers himself Greek, has a foreign citizenship and passport, or was born or lives outside of Greece. If remaining in Greece for more than the 90-day period permitted for tourism or business, men of Greek descent may be prevented from leaving Greece until they complete their military obligations. Generally, obligatory non-voluntary military service in Greece will not affect US citizenship. Specific questions on this subject should be addressed to the citizenship section of the US Embassy in Athens. For additional general information, see the Citizenship and Nationality section of the Consular Affairs home page at <http://travel.state.gov>. For additional information regarding military service requirements, contact the nearest Greek embassy or consulate as listed above.

SAFETY AND SECURITY: In the post 9/11 environment, Greece shares with the rest of the world an increased threat of transnational terrorism. The U.S. Government remains deeply

concerned about the heightened threat of terrorist attacks against U.S. citizens and interests abroad. Certain Greek domestic and anarchist groups have in the past targeted U.S. government personnel and commercial interests. Like other countries in the Schengen area, Greece's open borders with its Western European neighbors allow the possibility of terrorist groups entering/exiting the country with anonymity. While strikes and demonstrations are a regular occurrence, civil disorder is rare. Visitors should keep abreast of news about demonstrations and avoid places where demonstrators frequently congregate, such as the Polytechnical University area, and Exarchion, and Syntagma Squares, and Aristotle Square in Thessaloniki. The presence of unattended bags and other suspicious occurrences should be brought promptly to the attention of the nearest police or security officials.

For the latest security information, Americans traveling abroad should regularly monitor the Department's Internet web site at <http://travel.state.gov> where the current Worldwide Caution Public Announcement, Travel Warnings and Public Announcements can be found.

Up to date information on security can also be obtained by calling 1-888-407-4747 toll free in the U.S., or, for callers outside the U.S. and Canada, a regular toll line at 1-317-472-2328. These numbers are available from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday (except U.S. federal holidays).

CRIME: Crime against tourists (purse-snatchings, pick-pocketing) is on the rise at popular tourist sites and on crowded public transportation, particularly in Athens. Reports of date or acquaintance rape have also increased, with most of the offenses occurring on the islands. The usual safety precautions practiced in any urban or tourist area ought to be practiced during a visit to Greece.

The loss or theft abroad of a U.S. passport should be reported immediately to the local police and the nearest U.S. Embassy or Consulate. If you are the victim of a crime while overseas, in addition to reporting to local police, please contact the nearest U.S. Embassy or Consulate for assistance. The Embassy/Consulate staff can, for example, assist you to find appropriate medical care, to contact family members or friends and explain how funds could be transferred. Although the investigation and prosecution of the crime is solely the responsibility of local authorities, consular officers can help you to understand the local criminal justice process and to find an attorney if needed.

U.S. citizens may refer to the Department of State's pamphlet, A Safe Trip Abroad, for ways to promote a trouble-free journey. The pamphlet is available by mail from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402, via the Internet at <http://www.gpoaccess.gov>, or via the Bureau of Consular Affairs home page at <http://travel.state.gov>.

MEDICAL FACILITIES: Medical facilities are adequate, and some, particularly the private clinics and hospitals in Athens and Thessaloniki, are quite good. Some private hospitals have affiliations with U.S. facilities, and generally their staff doctors have been trained in U.S. or other international teaching institutions. However, English is not as widely spoken as might be expected. Public medical clinics, especially on the islands,

may lack resources; care there is often inadequate for American standards and often, little English is spoken. Many patients, Greeks and visitors alike, are transferred from the provinces and islands to Athens hospitals for more sophisticated care. Others may choose to transfer from a public to a private hospital within Athens. Americans choosing to do so would arrange for an ambulance belonging to the private hospital to transport them from the public hospital to the private one. The cost of the ambulance for this transfer, as well as all expenses in a private hospital, must be borne by the patient. It is not uncommon for doctors and patients to smoke in the wards, although the newer hospitals are increasingly strict on this matter.

Nursing care, particularly in public hospitals, may be less than adequate. For special or through-the-night nursing care, it is suggested that a private nurse be hired or a family member or friend be available to assist. One parent or a private nurse should always plan to stay with a hospitalized child on a 24-hour basis, as even the best hospitals generally maintain only a minimal nursing staff from midnight to dawn on non-emergency floors or wards.

According to the Greek government, all of the 12 designated "Olympic Hospitals" will be required to have English-speaking staff. The government is actively implementing plans to upgrade many hospitals, develop mobile medical units, purchase new equipment, and improve emergency and trauma response capacities.

MEDICAL INSURANCE: The Department of State strongly urges Americans to consult with their medical insurance company prior to traveling abroad to confirm whether their policy applies overseas and whether it will cover emergency expenses such as a medical evacuation. U.S. medical insurance plans seldom cover health costs incurred outside the United States unless supplemental coverage is purchased. Further, U.S. Medicare and Medicaid programs do not provide payment for medical services outside the United States. However, many travel agents and private companies offer insurance plans that will cover health care expenses incurred overseas including emergency services such as medical evacuations.

When making a decision regarding health insurance, Americans should consider that many foreign doctors and hospitals require payment in cash prior to providing service and that a medical evacuation to the U.S. may cost well in excess of \$50,000. Uninsured travelers who require medical care overseas often face extreme difficulties. When consulting with your insurer prior to your trip, ascertain whether payment will be made to the overseas healthcare provider or whether you will be reimbursed later for expenses you incur. Some insurance policies also include coverage for psychiatric treatment and for disposition of remains in the event of death.

Useful information on medical emergencies abroad, including overseas insurance programs, is provided in the Department of State's Bureau of Consular Affairs brochure, *Medical Information for Americans Traveling Abroad*, available via the Bureau of Consular Affairs home page.

OTHER HEALTH INFORMATION: Information on vaccinations and other health precautions, such as safe food and water precautions and insect bite protection, may be obtained from the

Centers for Disease Control and Prevention's hotline for international travelers at 1-877-FYI-TRIP (1-877-394-8747); fax: 1-888-CDC-FAXX (1-888-232-3299, or via the CDC's Internet site at <http://www.cdc.gov/travel>. For information about outbreaks of infectious diseases abroad consult the World Health Organization's website at <http://www.who.int/en>. Further health information for travelers is available at <http://www.who.int/ith>.

TRAFFIC SAFETY AND ROAD CONDITIONS: While in a foreign country, U.S. citizens may encounter road conditions that differ significantly from those in the United States. The information below concerning Greece is provided for general reference only and may not be accurate in a particular location or circumstance.

Safety of Public Transportation: Good
Urban Road Condition/Maintenance: Good
Rural Road Condition/Maintenance: Fair
Availability of Roadside Assistance: Fair and improving. There are a number of nationwide auto-service clubs and plans similar to those in the U.S., that provide towing and roadside service, which a tourist can call and pay for per service. The largest, quite similar to AAA, is ELPA, nation-wide phone number 10400.

Visitors to Greece must be prepared to drive defensively. Drivers and pedestrians alike should exercise extreme caution when operating motor vehicles or when walking along roadways. Heavy traffic and poor highways pose hazards, especially at night. Extreme care is warranted in operating a motorbike. Moreover, tourists who rent motorbikes either on the Greek mainland or its islands must wear helmets and take special precautions on local roads that are typically poorly maintained and frequently pothole-ridden. The majority of U.S. citizen traffic casualties in Greece have involved motorbikes, and Greece leads the European Union in motorcycle deaths.

Drivers must carry a valid U.S. license as well as an international driver's permit (IDP). Failure to have both documents may result in police detention or other problems. The U.S. Department of State has authorized two organizations to issue IDPs to those who hold valid U.S. driver's licenses: AAA and the American Automobile Touring Alliance. Issuance of an IDP is quick, easy, and inexpensive, but must generally be done before a traveler leaves the United States. Vehicles may not properly be rented without the IDP, although sometimes they are. A driver without one, however, will be penalized for failure to have one in the event of an accident, and may be open to civil suit as well. Fines are high. Small motorbike rental firms frequently do not insure their vehicles; customers are responsible for damages and should review their coverage before renting.

For additional general information about road safety, including links to foreign government sites, see the Department of State, Bureau of Consular Affairs, home page at http://travel.state.gov/road_safety.html. For specific information concerning Greek driving permits, vehicle inspection, road tax and mandatory insurance, contact the Greek National Tourism Office via the Internet at <http://www.gnto.gr>.

AVIATION SAFETY OVERSIGHT: The U.S. Federal Aviation Administration (FAA) has assessed the Greek Government's civil aviation authority as Category 2 -- not in compliance with international aviation safety standards for the oversight of Greek

air carrier operations. While consultations to correct the deficiencies are ongoing, the Greek air carriers currently flying to the U.S. will be subject to heightened FAA surveillance. No additional flights or new service to the U.S. by Greek air carriers will be permitted unless they arrange to have the flights conducted by an air carrier from a country meeting international safety standards. For further information, travelers may contact the Department of Transportation within the U.S. at 1-800-322-7873, or visit the [FAA Internet web site](http://www.faa.gov/avr/iasa/index.cfm) at <http://www.faa.gov/avr/iasa/index.cfm>.

The U.S. Department of Defense (DOD) separately assesses some foreign carriers for suitability as official providers of air services. In addition, DOD does not permit its personnel to use air carriers from Category 2 countries for official business except for flights originating from or terminating in the United States. Local exceptions may apply. For information regarding the DOD policy on specific carriers, travelers may contact DOD at (618) 229-4801.

CUSTOMS REGULATIONS: Greek customs authorities may enforce strict regulations concerning the export from Greece of antiquities, including rocks from archaeological sites. Penalties range from large fines to prison terms. It is advisable to contact the Embassy of Greece in Washington, or one of Greece's consulates in the United States, for specific information regarding customs requirements. In many countries around the world, counterfeit and pirated goods are widely available. Transactions involving such products are illegal and bringing them back to the United States may result in forfeitures and/or fines. A [current list of those countries with serious problems in this regard](http://www.ustr.gov/reports/2003/special301.htm) can be found at <http://www.ustr.gov/reports/2003/special301.htm>.

Customs authorities encourage the use of an ATA (Admission Temporaire/Temporary Admission) Carnet for the temporary admission of professional equipment, commercial samples, and/or goods for exhibitions and fair purposes. ATA Carnet headquarters, located at the [U.S. Council for International Business](http://www.uscib.org), 1212 Avenue of the Americas, New York, NY 10036, issues and guarantees the ATA Carnet in the United States. For additional information call 212-354-4480, send an e-mail to atacarnet@uscib.org, or visit <http://www.uscib.org> for details.

In many countries around the world, counterfeit and pirated goods are widely available. Transactions involving such products are illegal and bringing them back to the United States may result in forfeitures and/or fines. A [current list of those countries with serious problems in this regard](http://www.ustr.gov/reports/2003/special301.htm) can be found at <http://www.ustr.gov/reports/2003/special301.htm>.

CRIMINAL PENALTIES: While in a foreign country, a U.S. citizen is subject to that country's laws and regulations, which sometimes differ significantly from those in the United States and may not afford the protections available to the individual under U.S. law. Penalties for breaking the law can be more severe than in the United States for similar offenses. Persons violating Greek laws, even unknowingly, may be expelled, arrested, or imprisoned. Penalties for possession, use, or trafficking in illegal drugs in Greece are strict, and convicted offenders can expect jail sentences and heavy fines.

Under the PROTECT Act of April 2003, it is a crime, prosecutable in the United States, for a U.S. citizen or permanent

resident alien, to engage in illicit sexual conduct in a foreign country with a person under the age of 18, whether or not the U.S. citizen or lawful permanent resident alien intended to engage in such illicit sexual conduct prior to going abroad. For purposes of the PROTECT Act, illicit sexual conduct includes any commercial sex act in a foreign country with a person under the age of 18. The law defines a commercial sex act as any sex act, on account of which anything of value is given to or received by a person under the age of 18.

Under the Protection of Children from Sexual Predators Act of 1998, it is a crime to use the mail or any facility of interstate or foreign commerce, including the Internet, to transmit information about a minor under the age of 16 for criminal sexual purposes that include, among other things, the production of child pornography. This same law makes it a crime to use any facility of interstate or foreign commerce, including the Internet, to transport obscene materials to minors under the age of 16.

SPECIAL CIRCUMSTANCES: Labor strikes in the transportation sector (*national airline, city bus lines, and taxis*) occur frequently. Most are announced in advance and are of short duration. Reconfirmation of domestic and international flight reservations is highly recommended.

The Government of Greece does not permit the photographing of military installations. In 2001, several British and other nationals who photograph military aircraft as a hobby were arrested while taking photographs of aircraft taking off and landing at a military base. Although they were eventually acquitted, the Embassy strongly recommends against participating in such activities.

The 2004 Olympic Summer Games will be held in Athens from August 13-29. The Paralympic Games will take place in Athens from September 17-28. For more information, see the State Department's Olympics 2004 Fact Sheet, which is located at <http://www.travel.state.gov>. The Embassy's web site at <http://www.usembassy.gr> has a direct link to the Embassy's Olympics web page, available directly at <http://www.usembassy.gr/olympics/index.html>, which itself has a link directly to the general Olympic Games web site.

EMERGENCY ASSISTANCE: People traveling in Greece who do not speak Greek may call 112 if they require emergency services. This is a 24-hour toll-free number, designed especially for visitors. Callers will be able to receive information in English and French (as well as Greek) and to request assistance from, or be connected directly to, ambulance services, the fire department, the police, and the coast guard.

CHILDREN'S ISSUES: For information on international adoption of children and international parental child abduction, please refer to our Internet site at http://travel.state.gov/childrens_issues.html or telephone Overseas Citizens Services (OCS) at 1-888-407-4747. This number is available from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday (except U.S. federal holidays). Callers who are unable to use toll-free numbers, such as those calling from overseas, may obtain information and assistance during these hours by calling 1-317-472-2328.

REGISTRATION/EMBASSY AND CONSULATE LOCATION: Americans living in or visiting Greece are encouraged to register at the consular section of the U.S. Embassy/Consulate General

and to obtain updated information on travel and security in Greece. The U.S. Embassy in Athens is located at 91 Vasilissis Sophias Boulevard, tel: (30)(210) 721-2851. The U.S. Consulate General in Thessaloniki is located at Plateia Commercial Center, 43 Tsimiski Street, 7th floor, tel: (30)(2310) 242-905. The Embassy's web site is <http://www.usembassy.gr>. The e-mail address for the Consular Section is athensconsul@state.gov. The U.S. Consulate's web site addresses are <http://www.usconsulate.gr>. The e-mail address for the U.S. Consulate General Thessaloniki is amcongen@compulink.gr.

* * *

This replaces the Consular Information Sheet dated April 28, 2004, to add or update sections on Safety and Security, Customs Regulations, Criminal Penalties, Special Circumstances, and Registration/Embassy and Consulate Location.

[Return to Consular Information Sheets and Travel Warnings Page](#)

This site is managed by the Bureau of Consular Affairs, U.S. Department of State. External links to other Internet sites should not be construed as an endorsement of the views contained therein.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Agenda Item

TO:	BOARD OF TRUSTEES	ITEM:	6
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	SADDLEBACK COLLEGE: GRANT ACCEPTANCE AND FUND DISTRIBUTION		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

BACKGROUND

The Foundation for the California Community Colleges and the California Department of Education have developed a partnership to promote self sufficiency and gainful employment for TANF/CalWORKS recipients by providing them an opportunity to obtain certificates and teaching credentials in early childhood education. This project will recruit, mentor, and successfully transfer six (6) TANF/CalWORKS recipients into training programs leading to gainful employment in the area of child development. The grant is performance based and is dependent upon successful student outcomes.

STATUS

Saddleback College has been notified that \$14,910 has been awarded for implementation of the TANF/CalWORKS Child Development Careers (CDC) Program, which will recruit, mentor, and train TANF/CalWORKS recipients wishing to obtain certificates and teaching credentials in early childhood education.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the award of \$14,910 from the Foundation for California Community Colleges to implement the Temporary Assistance for Needy Families (TANF)-Child Development Careers (CDC) Program as shown in Exhibits A and B and approve the distribution of grant funds as shown in Exhibit C.

Item Submitted By:	Dr. Richard McCullough, President
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
UNIT APPLYING: SADDLEBACK COLLEGE

- GRANT APPLICATION ABSTRACT
- GRANT ACCEPTANCE ABSTRACT
- GRANT RENEWAL ACCEPTANCE ABSTRACT
- REVISIONS TO ACCEPTANCE ABSTRACT


1. PROJECT TITLE: TANF CDC Project
2. PROJECT DIRECTOR: June Millovich
3. PROJECT ADMINISTRATOR: Jerilyn Chuman
4. GRANTOR AGENCY: Foundation for California Community Colleges
5. FUNDING SOURCE: Foundation for California Community Colleges
6. STARTING AND ENDING DATES OF THE PROJECT: Immediately to June 30, 2005
7. EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):

The Foundation for the California Community Colleges and the California Department of Education have developed a partnership to promote self sufficiency and gainful employment for TANF/CalWORKS recipients by providing them an opportunity to obtain certificates and teaching credentials in early childhood education. This project will recruit, mentor, and successfully transfer six (6) TANF/CalWORKS recipients into training programs leading to gainful employment in the area of child development. Funds are provided for a facilitator, a CalWORKS liaison, student supplies, transportation, licensing, fingerprinting of participants, annual conference expenses for two staff members, and reimbursement of office and telephone costs to the College.

8. SUMMARY BUDGET

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$ 14,910	\$ 0	\$ 0	\$ 14,910

9. APPROVALS



 Division/School Dean



 Vice President of Instruction/Students

 President

 Vice Chancellor, Educational Services

 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	\$ 9,000 _____	\$ _____	_____
2000 Classified Salaries	\$ _____	\$ _____	_____
3000 Benefits	\$ _____	\$ _____	_____
4000 Supplies	\$ 480 _____	\$ _____	_____
5000 Contracted Services and Other Expenses	\$ 4,560 * _____	\$ _____	_____
6000 Capital Outlay	\$ _____	\$ _____	_____
7000 Other Charges (e.g.: Indirect Costs)	\$ 870 _____	\$ _____	_____
TOTALS	\$ 14,910 _____	\$ _____	

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

*Travel Expenses to Annual TANF-CD Conference will be awarded later.

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. June Millovich	[X]	[]	[]	[]
2. Pat Dumas	[]	[X]	[]	[]
3.	[]	[]	[]	[]

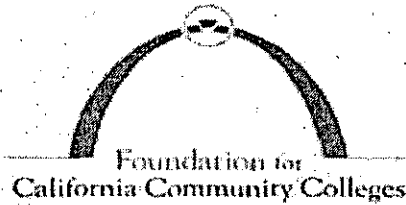
PARTNERSHIPS (if applicable)

Partnership Name/Location _____

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

Partnership Name/Location _____

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



**TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)-
CHILD DEVELOPMENT CAREERS (CDC) PROGRAM**

GRANT AGREEMENT

**BY AND BETWEEN THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND THE
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)**

This Agreement (Agreement) between the South Orange County Community College District (the District) and the Foundation for California Community Colleges (FCCC) is entered into this 1st day of June, 2004 for the purposes of providing grant funding, fiscal management, and accountability for the Temporary Assistance For Needy Families (TANF)-Child Development Careers (CDC) Program Annual (TANF-CDC Program) operated by the District's Saddleback College.

The Agreement includes the following Attachments:

Attachment A: Participating College's Core Roles and Responsibilities

Attachment B: Annual TANF-CDC Program Student Enrollment Data and Budget

Attachment C: Travel Reimbursement Rates and Conditions

1. GRANT FUNDING

The Foundation for California Community Colleges (FCCC) provides centralized fiscal and administrative services to community college districts for the TANF-CDC Program funding as set forth in this Grant Agreement. FCCC is the official auxiliary foundation for the California Community Colleges system, recognized by the Board of Governors under the provisions of the California Education Code section 72670.5.

The District agrees to perform all its duties as a grantee and to comply with all state and federal law and regulations applicable to its TANF-CDC Program grant, including those identified in this grant agreement.

2. DUTIES OF THE DISTRICT AS GRANTEE

The District shall:

- 2.01 Complete the tasks and requirements described in this Agreement.
- 2.02 Use the Foundation and Chancellor's Office MIS systems to report and track student information including but not limited to student enrollment levels, progress toward goals, units attempted/completed, GPA, Associate Teacher and Teacher Permits awarded, post-training employment and wages.
- 2.03 Ensure the appropriate stewardship of federal funds and adherence to State and Federal guidelines and regulations for maintaining financial management expectations and procedures.
- 2.04 Monitor the day-to-day operations of grant-supported activities to assure compliance with applicable federal and state requirements and achievement of TANF-CDC Program guidelines, policies, procedures and objectives.
- 2.05 Establish a system for collecting and organizing data on an on-going basis. Programs must have a system that permits the evaluation and monitoring of program activities, including tracking the progress toward annual objectives, instituting procedures that provide for regular "customer feedback" that will be used to improve Program quality. (FCCC will provide some of these forms and processes).
- 2.06 Adhere to established grievance procedures for the resolution of any disputes by a student participating in the TANF-CDC Program.
- 2.07 Maintain Internet e-mail capability.
- 2.08 Comply with all provisions of the TANF-CDC Program design, program operation, monitoring and evaluation contained in the grant between FCCC and the California Department of Education. A copy of this grant can be obtained by contacting FCCC's TANF CDC Program Director.
- 2.09 Comply with Titles VI and VII, Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793 794); Title IX, Education Amendments of 1972 (20 U.S.C. 1618 et seq.); Chapter 4 (beginning with Section 30), Division 1, Title 5, California Code of Regulations; and Section 613(a), Individuals with Disabilities Education Act of 1975, as amended.

3. TERMS OF GRANT

3.01 The term of this grant shall be for a period of one program year; beginning June 1, 2004 and through May 31, 2005. All performance under this grant shall be completed by May 31, 2005, except that FCCC's TANF-CDC Director must receive the Final Program Accomplishments Report and Final Expenditure Statement no later than July 31, 2005.

4. GRANT AMOUNT AND PAYMENTS

4.01 In consideration of satisfactory performance of services described in this Agreement and Attachments, the FCCC agrees to pay the District a total amount not to exceed **\$14,910.00**.

4.02 Grant funds shall be expended only for the items and amounts identified (e.g., TANF- CDC Program Facilitator Stipend) and in support of the TANF CDC Program activities described in this Agreement.

4.03 Payments shall be made as set forth below.

- a. Payments shall be made monthly in arrears on a cost reimbursement basis upon FCCC's receipt of an invoice from the District no later than the 15th day of the month following the invoiced month. Late invoices will be held over for payment in the following month.
- b. Payments to be made to the District as specified herein shall include all taxes of any description, federal, state and municipal, assessed against the District by reason of this grant.
- c. Funds not obligated or committed by the District for the purposes of the grant by the end of the performance period for each year (May 31st) shall revert back to FCCC.

5. GRANT REVISIONS AND LEVEL OF TANF STUDENT ENROLLMENTS

5.01 Changes to this Grant Agreement, the District's performance objectives, work plan, budget and student enrollment levels must receive prior written approval by FCCC's TANF-CDC Program Director.

6. REPORTS

The District shall prepare the following reports (forms will be provided by FCCC's TANF-CDC Program Director) which must be received by FCCC by the specified dates. Failure to meet report deadlines may jeopardize funding.

6.01 Monthly Expenditure and Progress to Date Reports

Submitted to FCCC on the fifteenth day following the month in which the expenditures were incurred on FCCC prescribed forms.

6.02 Final Expenditure and Progress Reports (three copies)

Submitted to FCCC no later than July 31, 2005 on FCCC prescribed report forms.

7. PROGRAM EVALUATION AND DATA COLLECTION

7.01 Districts shall provide all data and reports which may be requested by FCCC, the California Department of Education, and/or third party evaluators.

8. GRANT AUDIT

8.01 The parties entering into this Grant Agreement will be subject to the examination and audit of the State Auditor for a period of five (5) years after final payment for each program year under the grant.

8.02 The District agrees to obtain a timely audit where required in accordance with applicable audit guidelines. In the case of grants supported with federal funds, this shall include audit requirements of the applicable federal Office of Management and Budget (OMB) Circular.

8.03 All subcontracts or subgrants entered into pursuant to this grant shall be subject to the examination and audit by the State Auditor for a period of five (5) years after the final payment for each program year under the grant.

9. TRAVEL

9.01 For travel necessary to the performance of this grant, travel expenses must adhere to regulations as described in **Attachment C. Travel Reimbursement Rates and Conditions**. Reimbursement shall be limited to the amount of the most cost-effective mode of travel.

10. AVAILABILITY OF TANF-CDC PROGRAM FUNDS

10.01 Grants which are funded in whole or in part by the federal government contain a thirty day cancellation clause and the following provisions:

a. It is mutually understood between the parties that this grant may have been written before ascertaining the availability of congressional appropriation of

funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant were executed after that determination was made.

b. This grant is valid and enforceable only if sufficient funds are made available to the FCCC by the United States Federal Government for the current fiscal year for the purposes of this program. In addition, this grant is subject to any additional restrictions, limitation or conditions enacted by the California Department of Education or Congress that may affect the provisions, term or *funding of this grant in any manner.*

c. It is mutually agreed that if the Congress and/or annual State Budget does not appropriate sufficient funds for the program, this grant shall be amended to reflect any reduction in funds.

11. INTELLECTUAL PROPERTY, INVENTIONS, AND NEW TECHNOLOGIES

11.1 Any ideas, concepts, know how or techniques relating to intellectual property and applied technologies, developed during the course of this grant by the District, or jointly by the District and the State, can be used by either party in any way it may deem appropriate unless specifically specified in writing.

11.2 All inventions, discoveries or improvements of the intellectual property and applied technologies developed pursuant to this grant, shall be the property of the State. The State agrees to grant a nonexclusive royalty free license for any such invention, discovery, or improvement to the District or any person and further agrees that the District or any other such person may sub license additional persons on the same royalty free basis unless limitations are clearly negotiated prior to development.

11.3 This grant shall not preclude the District from developing materials outside this grant that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this grant.

11.4 If this grant involves private sector participants, patent rights for subject inventions (if any) shall be defined in a private sector agreement between the District institution and the private sector participants. FCCC shall retain for state purposes limited intellectual property rights. This limited right is a royalty free, nonexclusive, non-transferable, irrevocable license, for governmental use of any knowledge, data, know-how, and materials (including devices and prototypes) conceived and first actually reduced to practice during the term of the grant.

11.5 The District shall obtain these same rights for the State from all subcontractors and others who produce copyrightable material, intellectual property and applied technologies under this grant. The District shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors.

11.6 No subcontract shall be entered into without these rights being assured to the State from the subcontractor.

12. PERSONAL AND REAL PROPERTY

Personal and real property procured with these funds will be used for the purpose of the grant and will remain the property of the State. The District will adhere to all property management procedures and property accountability requirements as published by the State.

13. STANDARDS OF CONDUCT

The District hereby assures that, in administering this grant, it will comply with the standards of conduct hereinafter set out, for maintaining the integrity of the grant and avoiding any conflict of interest in its administration.

13.01 General Assurance: Every reasonable course of action will be taken by the District in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The grant will be administered in an impartial manner, free from personal, financial, or political gain. The District, its executive staff, and employees, in administering the grant, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

13.02 Conducting Business: No relative by blood, adoption, or marriage of any executive or employee of the District will receive favorable treatment for enrollment in services provided by, or employment with, the District.

Executives and employees of the District must be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the grant, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

When it is in the public interest for the District to conduct business with a friend or associate of an executive or employee of the District, an elected official in the area, or a member of the district governing board, a permanent record of the transaction will be retained.

13.03 Avoidance of Conflict of Economic Interest: An executive or employee of the District, an elected official in the area, or a member of the district governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by the District or the State. Supplies, materials, equipment, or services purchased with grant funds will be used solely for purposes allowed under the agreement.

No member of the district governing board may cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

14. GENERAL TERMS AND CONDITIONS

14.01 Termination: Either party may terminate this Agreement by providing 30-day written notice to the other, specifying the final date (Termination Date") for services to be performed. Any termination of this Agreement will not relieve the District from its obligation to pay FCCC (i) any amounts owing from any current or prior invoices and (ii) the amounts for any Services performed or out-of-pocket expenses incurred by FCCC on behalf of the District for the time period up to and including the Termination Date, any and all such amounts will be immediately due and payable to FCCC on such Termination Date. In addition, the District shall reimburse FCCC for any and all out of pocket expenses incurred during this time period. The Agreement shall become effective on the date first shown below and will continue in effect until the Termination Date.

14.02 General Terms and Disputes: This Agreement shall be binding on the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns. There will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both parties agree in writing. This Agreement shall be governed for all purposes by the laws of the State of California. This Agreement supersedes all prior agreement, oral or written, between the parties and is intended as a complete and exclusive agreement between the parties. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect. Any disputes may be resolved by a neutral third party mediator mutually agreed upon by both parties, if possible. In the event of an unresolved dispute, either party may file a "Notice of Dispute" with FCCC within ten working days of discovery of the problem. Within ten working days, the FCCC President or his/her designee shall meet with the parties for purposes of resolving the dispute. The decision of FCCC shall be final.

15. DISTRICT CONTACTS

15.01 Responsible Administrator (*Appropriate Program Area*)

Name: _____ Title: _____

Email: _____ Phone: _____ Fax: _____

15.02 TANF-CDC Program Facilitator

Name: _____ Title: _____

Email: _____ Phone: _____ Fax: _____

15.03 CalWORKs Program Liaison

Name: _____ Title: _____

Email: _____ Phone: _____ Fax: _____

15.04 District Chief Business Officer

Name: _____ Title: _____

Email: _____ Phone: _____ Fax: _____

16. Signatures

The individuals signing below have the authority to enter into and agree to all of the terms, requirements, and conditions set forth in this Grant Agreement and commit their respective organizations to comply with them.


On behalf of the District:

Signature: _____ Date: _____


Name: _____

Title: _____

On behalf of FCCC:

 _____ Date: 10/25/04

Ed Connolly
TANF-CDE Program Director

 _____ Date: 10/25/04

Robert Nolan, Ph.D.
Vice President, Learning Programs

 _____ Date: 10-25-04

Randy Fong
Vice President, Finance

Please return two (2) of the three (3) Grant Agreements with **original signatures** to:

Ed Connolly, Program Director
TANF-Child Development Careers Program
Foundation for the California Community Colleges
1102 Q Street, Sacramento, CA, 95814.

*For information or assistance, please contact Ed Connolly (916-325-0128;
connolly@foundationccc.org).*

ATTACHMENT A

PARTICIPATING COLLEGE'S CORE ROLES AND RESPONSIBILITIES

South Orange County Community College District and Saddleback College agree to provide the following services:

1. Select a Program Facilitator at each participating college campus to assume responsibility for overall campus Program direction and coordination of program requirements.
2. Provide written notification to the FCCC's TANF-CDE Director of the name and contact information for the person selected to be the Program Facilitator.

The Program Facilitator may also serve as a CDTC or Mentor Program Coordinator provided the programmatic requirements of each role are clearly delineated and payment of stipends for each role is based on the clearly documented accomplishment of the duties of each program.

If the individual assigned the role of Program Facilitator does not also serve in the position of the Mentor Program Coordinator or the CDTC Coordinator, the newly appointed Program Facilitator will work closely and collaborate with the Mentor Program and the CDTC Coordinators.

Selection guidelines for the Program Facilitator shall include:

- Comprehensive knowledge of, and experience with the campus Early Childhood Education program, Child Development Permit Matrix requirements and application process, local ECE employer community, and the CalWORKs program requirements.
- Ability to effectively collaborate and coordinate multiple program requirements, services, objectives and outcomes.

3. Assign CalWORKs Liaison responsibilities at each campus with priority given to the current CalWORKs Coordinator. The campus CalWORKs Liaison will support the campus Careers Program Facilitator with recruitment efforts, counseling, and accessing resources for students.

Selection guidelines for the CalWORKs Liaison shall include:

- Knowledge of the campus and county CalWORKs Program design and requirements.
- Experience on assessing, monitoring and identifying resources to meet on-going student educational and support service needs.

- Ability to effectively collaborate and coordinate multiple program requirements, services, objectives and outcomes.
4. Recruit, train, and design career plans for each student.
 5. Assist eligible students to enroll in appropriate ECE classes, or develop additional sections of credit bearing the ECE coursework to meet Program requirements.
 6. Administer the campus Program budget as required and authorize payments for program expenses as itemized in the approved budgets.
 7. Oversee student placements with mentors to ensure only one student will be in the Mentor's classroom at a time.
 8. Maintain and monitor mentor files
 9. Place students on a campus lab school site or local mentor site to satisfy their practicum and/or work experience Program requirements.
 10. Replace students who drop from the Program with other qualified students.
 11. Insure the Program Facilitator and CalWORKs Liaison evaluate and approve replacement candidates and draft completion plans.
 12. Submit monthly Program progress reports and invoices to FCCC.
 13. Promote the Program on campus and in the community.
 14. Participate in external QIP evaluation initiatives, as identified and directed by FCCC.
 15. Develop and host a work group that will consist of the Program Facilitator, CalWORKs Liaison, CDTC Coordinator, and Campus Mentor Program Coordinator to meet at least three times per semester.
 16. Work with the local ECE Advisory Committee to solicit input on the college's local service area needs, the ECE coursework, student opportunities for work and practicum experience, and employment.
 17. Coordinate with the campus job developers to maximize students' opportunities in applying and interviewing with the best paid, publicly funded employers.
 18. Document the academic instruction provided each Program student, the County Welfare Departments (CWD) (or Alternative Payment's where applicable) certification of the CalWORKs eligibility of participants and approval of the training program, and the Resource and

Referral (R&R) agency assistance in the paid job placement of participants starting in the second year of the Program.

19. Maintain comprehensive records on the progress of each participant, and complete monthly and annual Program progress reports, as well as participate in Program evaluation to be conducted by the CDE, FCCC, or their designee.

20. Insure that the Program Facilitator tracks participants through their child development careers so long as this Program receives funding.

21. Insure that the Program Facilitator assists FCCC in the collection of demographic and program related data, including data available from the established Chancellor's Office and/or FCCC's data collection system and from other program records, for the purpose of self-evaluation of the program.

22. Insure that the Program Facilitator determines student eligibility each semester (or term of enrollment) using the following criteria:

- The student is on CalWORKs cash aid and has an approved welfare-to-work plan, which specifically includes approval to participate in the Program, on file with the County Welfare Department.
- The student expresses a genuine interest in child care and development as a vocation, rather than participating in the Program to secure short-term employment.
- The student confirms their commitment to pursue a goal of obtaining an Associate Teacher and/or Teacher Permit.
- The student completes screening and assessment to determine potential to succeed in the academic program and possesses the interpersonal skills necessary to work successfully with families and children.

23. Once each participating student is selected, insure that the each student:

- Is oriented to the Program structure, expectations, training schedule, and courses and topics to be covered.
- Participates in the development of a customized educational plan describing how each student will meet all unit requirements, practicum, and permit certification and, if necessary, a description of basic skills/English as a Second Language (ESL) assistance within the Program's two-year design.
- Obtains referral to the campus Financial Aid Office to receive financial aid eligibility information.

- Receives a Board of Governor's (BOG) Fee Waiver.
- Submits for processing a criminal and fingerprint background clearance application necessary for all individuals who work in a licensed child care center.
- Continues participation based on a semester-by-semester evaluation conducted by the Program Facilitator of the student's satisfactory progress towards the goals contained in their student education plan.

ATTACHMENT B

ANNUAL CAMPUS STUDENT ENROLLMENT DATA AND BUDGET

Student Enrollment Data for the 2004-05 Program Year: June 1, 2004 – May 31, 2005:

1. Number students who will enter the Program with the expectation/goal of exiting at the Associate Teacher Permit level (12 Units) (40% of unduplicated total): 2 .
2. Number of students who will enter the Program with the expectation/goal of exiting at the Teacher Permit level (40 Units) (60% of unduplicated total): 4 .
3. Total number of unduplicated students (sum of items 1 + 2): 6 .

(Note: Students are not required to complete the academic course work for their Associate Teacher and/or Teacher Permits in the same academic year in which they initially enroll in the Program.)

4. Number of students who will begin/enroll in the Program in the Fall 2004 semester: 6 .
5. Number of students who will begin/enroll in the Program in the Spring 2005 semester: 0 . (Note: The sum of the students identified in questions 4 & 5 must equal the unduplicated number of students identified in question number 3).
6. If your campus is planning on providing a Fast-Track Child Development Instructional Program, the estimated number of students who will enroll in the Fast-Track Program: 0 .
7. The estimated number of students in the Program who will be enrolled in the Regular Child Development program: 6 . (Note: The sum of the student identified in items 6 and 7 must equal the unduplicated number of students identified in item 3).

2004-05 Budget: *The budget amounts identified below are based on the total number of unduplicated students indicated in question number 3 above. If your campus enrolls less students than indicated in question 3 above your budget will be reduced proportionately.*

Category	Amount
Campus CD Careers Program Facilitator Stipend (6 students x \$500 per semester x 2 semesters)	\$6,000.00
CalWORKs Liaison Stipend (6 Students x \$250 per semester x 2 semesters)	\$3,000.00
Office Space (\$150 per month x 12 months)	\$1,800.00
Office Telephone (\$40 per month x 12 months)	\$ 480.00
Office Supplies (\$40 per month x 12 months)	\$ 480.00
Fingerprint and Background Fees (Pre-practicum) (6 students x \$120)	\$ 720.00
Finger Print Fee (Credential) (6 students x \$60.00)	\$ 360.00
Travel Expenses to Regional Institute (3 staff x \$100 each)	\$ 300.00
Travel Expenses to Annual TANF- CD Careers Conference (2 staff)	TBD*
Travel Expenses to CDTC/Mentor Program Conference (2 Staff)	\$ 900.00
Student Emergency Book Grants** (6 students x \$80.00)	\$ 480.00
Student Emergency Transportation Grants** (6 students x \$65.00)	\$ 390.00
Total 2004-2005 Grant Amount	\$14,910.00

*TBD - Once the location of the Conference(s) is determined campus budgets will be modified to add funds necessary for staff transportation, meals and lodging.

** Before expending these funds campuses **MUST** submit a request to your FCCC TANF-CDC Program Specialist identifying: (1) the amount requested to be expended, (2) a description of item(s) to be purchased, (3) an explanation of the student's emergency circumstance, and (4) a description of the campuses efforts to address the need through other campus and community resources such as the local DSS, EOPS, or other financial aid and student support services. Request specifications, forms and processes will be forthcoming.

EXHIBIT C

TRAVL REIMBURSEMENT RATES AND CONDITIONS

SHORT-TERM TRAVEL

(Revised 11/94)

Employees on travel status for more than one 24-hour period and less than 31 consecutive days may claim per diem for each 24 hours of travel. Expenses for partial days after the 24 hours may be claimed.

Employees on travel status for less than 24 hours may claim lodging expenses, if this applies, and breakfast or dinner. No lunch or incidental allowance is paid when employees are on travel status for less than 24 hours. Expenses must be incurred at least 50 miles from headquarters. This distance from the headquarters is the normal commute distance determined by the most direct route. Sometimes one route of travel may be a greater distance but is the more reasonable commute. For example, taking a freeway route instead of congested surface streets is more reasonable. The freeway miles may be greater but because it is more efficient the freeway miles are used to determine the distance.

Lodging and Meal Allowance Reimbursements

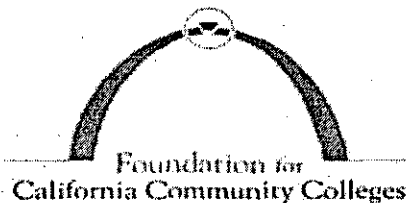
The following defines conditions for payment.

1. **In-State Lodging/In-State Meal Allowance.** Payment is limited to \$24.99 without receipts or actual expenses up to \$79 with receipts, plus tax on the total room rate. Meal allowance is paid at rates shown in the current DPA Management Memo.
2. **Out-of-State Lodging/Out-of-State Meal Allowance.** Payment is for actual lodging expenses, supported by a receipt. Without receipts, payment will be the in-state lodging rate. Meal allowance is paid at the same rate as the in-state rate.
3. **Out-of-Country Lodging/Meal Allowance.** Payment is for actual lodging supported by a receipt. Meals may be claimed up to the rates published in the U.S. Department of State Standardized Regulations for foreign areas. These rates are available by telephone from DPA. Receipts are required for any reimbursement claimed in excess of \$24.99.

Employees who receive a meal as part of state travel must reduce their per diem claim by the cost for that meal. For nonrepresented employees see, DPA Rule 599.619(a)(5) for guidance.

Time Frames for Meal Allowances

Time frames for payment for meals are outlined in Figure 1.



**TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)-
CHILD DEVELOPMENT CAREERS (CDC) PROGRAM**

GRANT AGREEMENT

**BY AND BETWEEN THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND THE
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)**

This Agreement (Agreement) between the South Orange County Community College District (the District) and the Foundation for California Community Colleges (FCCC) is entered into this 1st day of June, 2004 for the purposes of providing grant funding, fiscal management, and accountability for the Temporary Assistance For Needy Families (TANF)-Child Development Careers (CDC) Program Annual (TANF-CDC Program) operated by the District's Saddleback College.

The Agreement includes the following Attachments:

Attachment A: Participating College's Core Roles and Responsibilities

Attachment B: Annual TANF-CDC Program Student Enrollment Data and Budget

Attachment C: Travel Reimbursement Rates and Conditions

1. GRANT FUNDING

The Foundation for California Community Colleges (FCCC) provides centralized fiscal and administrative services to community college districts for the TANF-CDC Program funding as set forth in this Grant Agreement. FCCC is the official auxiliary foundation for the California Community Colleges system, recognized by the Board of Governors under the provisions of the California Education Code section 72670.5.

The District agrees to perform all its duties as a grantee and to comply with all state and federal law and regulations applicable to its TANF-CDC Program grant, including those identified in this grant agreement.

2. DUTIES OF THE DISTRICT AS GRANTEE

The District shall:

2.01 Complete the tasks and requirements described in this Agreement.

2.02 Use the Foundation and Chancellor's Office MIS systems to report and track student information including but not limited to student enrollment levels, progress toward goals, units attempted/completed, GPA, Associate Teacher and Teacher Permits awarded, post-training employment and wages.

2.03 Ensure the appropriate stewardship of federal funds and adherence to State and Federal guidelines and regulations for maintaining financial management expectations and procedures.

2.04 Monitor the day-to-day operations of grant-supported activities to assure compliance with applicable federal and state requirements and achievement of TANF-CDC Program guidelines, policies, procedures and objectives.

2.05 Establish a system for collecting and organizing data on an on-going basis. Programs must have a system that permits the evaluation and monitoring of program activities, including tracking the progress toward annual objectives, instituting procedures that provide for regular "customer feedback" that will be used to improve Program quality. (FCCC will provide some of these forms and processes).

2.06 Adhere to established grievance procedures for the resolution of any disputes by a student participating in the TANF-CDC Program.

2.07 Maintain Internet e-mail capability.

2.08 Comply with all provisions of the TANF-CDC Program design, program operation, monitoring and evaluation contained in the grant between FCCC and the California Department of Education. A copy of this grant can be obtained by contacting FCCC's TANF CDC Program Director.

2.09 Comply with Titles VI and VII, Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793 794); Title IX, Education Amendments of 1972 (20 U.S.C. 1618 et seq.); Chapter 4 (beginning with Section 30), Division 1, Title 5, California Code of Regulations; and Section 613(a), Individuals with Disabilities Education Act of 1975, as amended.

3. TERMS OF GRANT

3.01 The term of this grant shall be for a period of one program year; beginning June 1, 2004 and through May 31, 2005. All performance under this grant shall be completed by May 31, 2005, except that FCCC's TANF-CDC Director must receive the Final Program Accomplishments Report and Final Expenditure Statement no later than July 31, 2005.

4. GRANT AMOUNT AND PAYMENTS

4.01 In consideration of satisfactory performance of services described in this Agreement and Attachments, the FCCC agrees to pay the District a total amount not to exceed **\$14,910.00**.

4.02 Grant funds shall be expended only for the items and amounts identified (e.g., TANF- CDC Program Facilitator Stipend) and in support of the TANF CDC Program activities described in this Agreement.

4.03 Payments shall be made as set forth below.

- a. Payments shall be made monthly in arrears on a cost reimbursement basis upon FCCC's receipt of an invoice from the District no later than the 15th day of the month following the invoiced month. Late invoices will be held over for payment in the following month.
- b. Payments to be made to the District as specified herein shall include all taxes of any description, federal, state and municipal, assessed against the District by reason of this grant.
- c. Funds not obligated or committed by the District for the purposes of the grant by the end of the performance period for each year (May 31st) shall revert back to FCCC.

5. GRANT REVISIONS AND LEVEL OF TANF STUDENT ENROLLMENTS

5.01 Changes to this Grant Agreement, the District's performance objectives, work plan, budget and student enrollment levels must receive prior written approval by FCCC's TANF-CDC Program Director.

6. REPORTS

The District shall prepare the following reports (forms will be provided by FCCC's TANF-CDC Program Director) which must be received by FCCC by the specified dates. Failure to meet report deadlines may jeopardize funding.

6.01 Monthly Expenditure and Progress to Date Reports

Submitted to FCCC on the fifteenth day following the month in which the expenditures were incurred on FCCC prescribed forms.

6.02 Final Expenditure and Progress Reports (three copies)

Submitted to FCCC no later than July 31, 2005 on FCCC prescribed report forms.

7. PROGRAM EVALUATION AND DATA COLLECTION

7.01 Districts shall provide all data and reports which may be requested by FCCC, the California Department of Education, and/or third party evaluators.

8. GRANT AUDIT

8.01 The parties entering into this Grant Agreement will be subject to the examination and audit of the State Auditor for a period of five (5) years after final payment for each program year under the grant.

8.02 The District agrees to obtain a timely audit where required in accordance with applicable audit guidelines. In the case of grants supported with federal funds, this shall include audit requirements of the applicable federal Office of Management and Budget (OMB) Circular.

8.03 All subcontracts or subgrants entered into pursuant to this grant shall be subject to the examination and audit by the State Auditor for a period of five (5) years after the final payment for each program year under the grant.

9. TRAVEL

9.01 For travel necessary to the performance of this grant, travel expenses must adhere to regulations as described in **Attachment C. Travel Reimbursement Rates and Conditions**. Reimbursement shall be limited to the amount of the most cost-effective mode of travel.

10. AVAILABILITY OF TANF-CDC PROGRAM FUNDS

10.01 Grants which are funded in whole or in part by the federal government contain a thirty day cancellation clause and the following provisions:

a. It is mutually understood between the parties that this grant may have been written before ascertaining the availability of congressional appropriation of

funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant were executed after that determination was made.

b. This grant is valid and enforceable only if sufficient funds are made available to the FCCC by the United States Federal Government for the current fiscal year for the purposes of this program. In addition, this grant is subject to any additional restrictions, limitation or conditions enacted by the California Department of Education or Congress that may affect the provisions, term or funding of this grant in any manner.

c. It is mutually agreed that if the Congress and/or annual State Budget does not appropriate sufficient funds for the program, this grant shall be amended to reflect any reduction in funds.

11. INTELLECTUAL PROPERTY, INVENTIONS, AND NEW TECHNOLOGIES

11.1 Any ideas, concepts, know how or techniques relating to intellectual property and applied technologies, developed during the course of this grant by the District, or jointly by the District and the State, can be used by either party in any way it may deem appropriate unless specifically specified in writing.

11.2 All inventions, discoveries or improvements of the intellectual property and applied technologies developed pursuant to this grant, shall be the property of the State. The State agrees to grant a nonexclusive royalty free license for any such invention, discovery, or improvement to the District or any person and further agrees that the District or any other such person may sub license additional persons on the same royalty free basis unless limitations are clearly negotiated prior to development.

11.3 This grant shall not preclude the District from developing materials outside this grant that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this grant.

11.4 If this grant involves private sector participants, patent rights for subject inventions (if any) shall be defined in a private sector agreement between the District institution and the private sector participants. FCCC shall retain for state purposes limited intellectual property rights. This limited right is a royalty free, nonexclusive, non-transferable, irrevocable license, for governmental use of any knowledge, data, know-how, and materials (including devices and prototypes) conceived and first actually reduced to practice during the term of the grant.

11.5 The District shall obtain these same rights for the State from all subcontractors and others who produce copyrightable material, intellectual property and applied technologies under this grant. The District shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors.

11.6 No subcontract shall be entered into without these rights being assured to the State from the subcontractor.

12. PERSONAL AND REAL PROPERTY

Personal and real property procured with these funds will be used for the purpose of the grant and will remain the property of the State. The District will adhere to all property management procedures and property accountability requirements as published by the State.

13. STANDARDS OF CONDUCT

The District hereby assures that, in administering this grant, it will comply with the standards of conduct hereinafter set out, for maintaining the integrity of the grant and avoiding any conflict of interest in its administration.

13.01 General Assurance: Every reasonable course of action will be taken by the District in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The grant will be administered in an impartial manner, free from personal, financial, or political gain. The District, its executive staff, and employees, in administering the grant, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

13.02 Conducting Business: No relative by blood, adoption, or marriage of any executive or employee of the District will receive favorable treatment for enrollment in services provided by, or employment with, the District.

Executives and employees of the District must be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the grant, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

When it is in the public interest for the District to conduct business with a friend or associate of an executive or employee of the District, an elected official in the area, or a member of the district governing board, a permanent record of the transaction will be retained.

13.03 Avoidance of Conflict of Economic Interest: An executive or employee of the District, an elected official in the area, or a member of the district governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by the District or the State. Supplies, materials, equipment, or services purchased with grant funds will be used solely for purposes allowed under the agreement.

No member of the district governing board may cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

14. GENERAL TERMS AND CONDITIONS

14.01 Termination: Either party may terminate this Agreement by providing 30-day written notice to the other, specifying the final date ("Termination Date") for services to be performed. Any termination of this Agreement will not relieve the District from its obligation to pay FCCC (i) any amounts owing from any current or prior invoices and (ii) the amounts for any Services performed or out-of-pocket expenses incurred by FCCC on behalf of the District for the time period up to and including the Termination Date, any and all such amounts will be immediately due and payable to FCCC on such Termination Date. In addition, the District shall reimburse FCCC for any and all out of pocket expenses incurred during this time period. The Agreement shall become effective on the date first shown below and will continue in effect until the Termination Date.

14.02 General Terms and Disputes: This Agreement shall be binding on the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns. There will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both parties agree in writing. This Agreement shall be governed for all purposes by the laws of the State of California. This Agreement supersedes all prior agreement, oral or written, between the parties and is intended as a complete and exclusive agreement between the parties. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect. Any disputes may be resolved by a neutral third party mediator mutually agreed upon by both parties, if possible. In the event of an unresolved dispute, either party may file a "Notice of Dispute" with FCCC within ten working days of discovery of the problem. Within ten working days, the FCCC President or his/her designee shall meet with the parties for purposes of resolving the dispute. The decision of FCCC shall be final.

15. DISTRICT CONTACTS

15.01 Responsible Administrator (*Appropriate Program Area*)

Name: _____ Title: _____

Email: _____ Phone: _____ Fax: _____

15.02 TANF-CDC Program Facilitator

Name: _____ Title: _____

Email: _____ Phone: _____ Fax: _____

15.03 CalWORKs Program Liaison

Name: _____ Title: _____

Email: _____ Phone: _____ Fax: _____

15.04 District Chief Business Officer

Name: _____ Title: _____

Email: _____ Phone: _____ Fax: _____

16. Signatures

The individuals signing below have the authority to enter into and agree to all of the terms, requirements, and conditions set forth in this Grant Agreement and commit their respective organizations to comply with them.

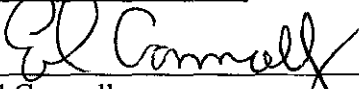
On behalf of the District:

Signature: _____ Date: _____

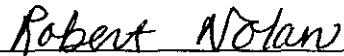
Name: _____

Title: _____

On behalf of FCCC:

 _____ Date: 10/25/04

Ed Connolly
TANF-CDE Program Director

 _____ Date: 10/25/04

Robert Nolan, Ph.D.
Vice President, Learning Programs

 _____ Date: 10-25-04

Randy Fong
Vice President, Finance

Please return two (2) of the three (3) Grant Agreements with **original signatures** to:

Ed Connolly, Program Director
TANF-Child Development Careers Program
Foundation for the California Community Colleges
1102 Q Street, Sacramento, CA, 95814.

*For information or assistance, please contact Ed Connolly (916-325-0128;
connolly@foundationccc.org).*

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO: Board of Trustees	ITEM: 7
FROM: Chancellor	DATE: 12-13-04
SUBJECT: SADDLEBACK COLLEGE: INDUSTRY DRIVEN REGIONAL COLLABORATIVE GRANT	
REASON FOR BOARD CONSIDERATION: APPROVAL	

BACKGROUND

College of the Canyons has successfully submitted an Industry Driven Regional Collaborative (IDRC) grant to the State Chancellor's Office. Saddleback College and Riverside College are listed as sub-awards to the grant.

STATUS

This grant is to assist students and companies in the utilization of Rapid Prototyping (RP) technologies in Riverside, Orange, San Diego and Los Angeles Counties. The sub-award of \$200,000 is for Saddleback College to work with Orange County schools and businesses to assist in the transfer of RP technologies in the area of product design. The term of the grant is 24 months. The funded project will start upon acceptance by the Board of Trustees.

RECOMMENDATION

It is recommended that the Board of Trustees approve acceptance of the grant sub-award in the amount of \$200,000.

Item Submitted By: <u>Dr. Richard D. McCullough, President</u>
Item Reviewed By: <u>Dr. Raghu P. Mathur, Chancellor</u>
Final Disposition: _____ Vote _____

A SUBCONTRACT BETWEEN

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

And

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Resulting from a Grant to Implement an

Industry Driven Regional Collaborative ("IDRC") Economic and Workforce Development Program

Between

The Chancellor's Office, California Community Colleges

And

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

(Award Number 04-0326)

The GRANT FACE SHEET, Award Number, 04-0326, between the Chancellor's Office, California Community Colleges ("Chancellor's Office") and the Santa Clarita Community College District, and the Project Budget Summary, Budget Detail and Annual Workplan as approved, are attached to this Subcontract and are incorporated herein. The Grant Agreement Legal Terms and Conditions (Articles I, Rev. 1/04 and II, Rev. 1/04) which apply to this Subcontract are also incorporated herein. The original grant proposal and any revisions thereof, are included by reference. Provisions noted in the Grant Face Sheet, including the Request For Applications ("RFA") Specification, the Grant Application, with all required forms, also apply to this Subcontract, are included by reference and are binding upon the parties to this Subcontract.

I. SCOPE OF SUBCONTRACT:

- A. Contractor: Santa Clarita Community College District ("Contractor")
- B. Subcontractor: South Orange County Community College District, Saddleback College ("Subcontractor")
- C. Subcontract Amount:

Up to Two Hundred Thousand Dollars (\$200,000.00) in California State Economic Development funds, unless otherwise determined by the Chancellor's Office, will be utilized in accordance with the terms and conditions of this Subcontract. Of this amount Seventy Thousand, Five Hundred Dollars (\$70,500.00) is budgeted in Year One and One Hundred Twenty Nine Thousand Five Hundred Dollars (\$129,500.00) in Year Two. All applicable sections of the contract between Contractor and the Chancellor's Office, as well as the information contained within the grant application to the Chancellor's Office written in response to RFA Specification 04-0326, apply to this Subcontract and are binding upon the parties to this Subcontract. This sum is subject to reduction by the Contractor should the Contractor experience a reduction in funding from the Chancellor's Office. However, any impact on services, activities and planned

outcomes as a result of a reduction will be discussed and agreed upon by the Project Director and Co-Director.

- D. Effective Date of Contract: December 2, 2004
- E. Expiration Date of Contract: June 30, 2006.
- F. Budget Periods of Contract
 - Year One: December 2, 2004 through June 30, 2005
 - Year Two: July 1, 2005 through June 30, 2006

II. TERMS AND CONDITIONS:

A. Description of Work:

1. Subcontractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices.
2. Subcontractor shall provide specialized new courses, upgrade and enhance current courses, and work toward certificate and degree programs, as required by the IDRC approved "The California Alliance for Digital Manufacturing" attached hereto.
3. Subcontractor shall acquire state-of-the-art equipment as detailed in the grant application.

B. Deliverables (products, results, and measurable outcomes):

1. Subcontractor shall provide products, results, and measurable outcomes as detailed in the Response Section, Annual Workplan and applicable sections of the Grant Application.
2. Final project report summarizing the outcomes of the project.

III. CONSIDERATION

- A. In consideration of the performance by Contractor and Subcontractor in delivering this component of the IDRC grant, Contractor shall make payments to Subcontractor totaling up to Two Hundred Thousand Dollars (\$200,000.00) over the two (2) -year period of the grant, unless a modification is jointly agreed to by the Project Director at Contractor and Co-Director at Subcontractor. These funds will be released at least quarterly based upon approved Subcontractor line item budgets, but only after the delivery of services and the submission of quarterly progress reports with a detailed invoice and quarterly time and effort reports and payroll records, including fringe benefits, for all staff paid by the grant, along with appropriate backup documentation for all costs along with invoices requesting reimbursement. Appropriate original documentation for all costs shall be maintained by Subcontractor and be made available upon request to Contractor' employees, their duly authorized representatives or agents, auditors, and state staff. These items shall be sent to the Project Director or

such people designated by her. The invoice shall list payments to staff by name, and provide detail of equipment items purchased.

- B. Payment for the delivery of services specified shall be made upon written request of Subcontractor to the Contractor by the submission of a quarterly invoice. As agreed to in advance, requests for reimbursement financial documentation must report expenses on an actual cost reimbursement basis.
- C. Contractor must receive requests for reimbursement for payroll expenditures rendered in June during the first week of July and no later than July 10th to accommodate end of year closeout activities. Furthermore, Contractor must receive requests for reimbursement for all other expenditures during the first week of May and no later than May 10th to accommodate end of year closeout activities.
- D. During the time period of January 1 through June 30 of each grant year, both parties agree to reevaluate the transfer of grant funds under this Subcontract to reflect actual and anticipated grant deliverables. A Subcontract amendment may decrease the total amount of consideration due under this Subcontract.

IV. RECORDS/AUDITS

A. Records

In accordance with Article II Legal Terms and Conditions, Chancellor's Office, California Community Colleges Grant Agreement, in order to be in compliance with state requirements, the Subcontractor must maintain records regarding the use of grant funds, progress made towards grant objectives/performance, and placement and use of equipment purchased with grant funds.

1. Records regarding use of grant funds:

- a. The Subcontractor will maintain appropriate financial records in accordance with generally accepted accounting practices.
- b. The Subcontractor will maintain original financial documentation (invoices and receipts) on file at the Subcontractor's location and provide copies of such documentation for reimbursement or upon request of contractor or allow contractor, contractor's authorized representatives or agents, auditors, or federal staff to view such records.
- c. The Subcontractor will submit quarterly time and effort reports, along with payroll records including Fringe Benefits for each staff/faculty member paid by the grant.
- d. Subcontractor will submit copies of Professional Services Agreements with consultants for grant activities which have been fully executed by authorized representatives.

2. Records regarding progress toward grant objectives/performance:

- a. The Subcontractor will submit a Quarterly Progress Report that addresses progress made toward meeting grant objectives, equipment and other major purchases, barriers and challenges, successful achievement of program

objectives and performance measures, information regarding evaluation and outcome assessment activities, and involvement with other internal or external resources used for this project.

- b. Subcontractor agrees to cooperate with Project Evaluator and supply information and records needed to track progress.

3. Records Regarding Purchase, Placement and Use of Equipment Purchased with Grant Funds:

- a. The Subcontractor will maintain an equipment inventory list that documents the purchase, placement, purpose/intended use, and ongoing location of any equipment purchased with this grant. Such lists shall be kept up-to-date and supplied to the Project Director on a quarterly basis.

B. Audit

1. The Subcontractor shall preserve and make available all records related to this agreement for examination by Contractor, Chancellor's Office, and/or their duly authorized representatives or agents:
 - a. The Subcontractor shall retain these records for three years after the completion of the grant;
 - b. If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three-year period, whichever is later;
 - c. The retention period starts on the day the grantee submits its last expenditure report for that period, but not before 08/01/2006;
 - d. Any costs that, upon audit, are found to be unallowable, will be reduced from future claims for reimbursement, or shall be refunded if the agreement has expired;
 - e. Failure to comply with terms of this paragraph may lead to the termination of the Subcontract in accordance with Article X.
2. Subcontractor monitoring: the Subcontractor will not receive more than Three Hundred Thousand Dollars (\$300,000), thus an independent program audit is not required.
 - a. Subcontractor must agree to an annual audit conducted by an independent, objective, external auditing firm.
 - b. A copy of said audit will be delivered to the Contractor by January 1st of each year for the previous fiscal year.

V. ASSURANCES

A. Certification

1. Acceptance of this Subcontract constitutes certification that the Subcontractor is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
2. Acceptance of this Subcontract constitutes certification that the cooperative partner is not delinquent on any federal debt.
3. Acceptance of this Subcontract constitutes certification that the cooperative partner is in compliance with sections 5151-5160 of the drug free workplace act of 1988.
4. Acceptance of this Subcontract constitutes certification that the Subcontractor is in compliance with the series 3000 of the staff diversity/affirmative action policy (in Americans with Disabilities Act [1990], Ed, Code 87100, Title V, California Code of Regulations Policy Number 3010 (x)).
5. Acceptance of this Subcontract constitutes certification that to the best of the Subcontractor's knowledge and belief:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, any extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this federal grant, grant, loan, or Subcontract, the Subcontractor shall complete and submit standard form-LLL, "Disclosure form to report lobbying," in accordance with its instructions.
 - c. The Subcontractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) that all subrecipients shall certify and disclose accordingly.
 - d. Subcontractor agrees to notify Contractor immediately if there is any change of status in V.A.1., 2., 3., 4. or 5. above.

VI. MATCHING CONTRIBUTIONS

This Subcontract requires a matching contribution of program assistance by Subcontractor, in the amount equal to Ten Thousand Dollars (\$10,000.00) per year. Subcontractor must maintain records regarding the use of matching funds, and progress made towards grant objectives/performance.

1. Records regarding use of matching funds:
 - a. The subcontractor will maintain appropriate financial records in accordance with generally accepted accounting practices.
 - b. The subcontractor will maintain original financial documentation (invoices and receipts) on file at the subcontractor's location and provide copies of such documentation for reimbursement or upon request of contractor or allow contractor, contractor's authorized representatives or agents, auditors, or federal staff to view such records.
 - c. The subcontractor will submit quarterly time and effort reports, along with payroll records including Fringe Benefits for each staff/faculty member paid by the grant.
 - d. Subcontractor will submit copies of Professional Services Agreements with consultants for grant activities which have been approved by the Governing Board of Trustees, along with copies of board items.
2. Records regarding progress toward grant objectives/performance:
 - a. The Subcontractor will submit a Quarterly Progress Report that addresses progress made toward meeting grant objectives, equipment and other major purchases, barriers and challenges, successful achievement of program objectives and performance measures, information regarding evaluation and outcome assessment activities, and involvement with other internal or external resources used for this project.
 - b. Subcontractor agrees to cooperate with Project Evaluator and supply information and records needed to track progress.

VII. REPORTING SCHEDULE

- A. Subcontractor shall submit quarterly time and effort reports including payroll records and fringe benefit reports, and quarterly progress reports to the contractor by the Friday of the first full week of the month.
- B. Subcontractor shall submit quarterly data collected as required by the grant. Subcontractor shall submit report by the end of each quarter no later than the 20th of the last month of the quarter for which data is required.
- C. Subcontractor shall submit quarterly request for financial reimbursement by the end of each quarter no later than the 20th of the last month of the quarter for which reimbursement is requested.

VIII. PRIOR APPROVAL

- A. The following shall constitute deviations from the original intent of the IDRC Subcontract agreement and/or from the application submitted by Contractor and its Subcontractor, in response to the Chancellor's Office Request for Application (RFA) and will require prior written approval from the Chancellor's Office, as stated in Article II, Legal Terms and Conditions, Chancellor's Office Grant Agreement.
1. Changes in project scope, activities or budget;
 2. Costs not specified in the budget;
 3. Changes in key personnel, including Co-Director;
 4. Sub-awarding or contracting out work that was not described in the application.
- B. Both parties agree that authority and/or approval to make other changes or deviations from the original proposal submitted to the Chancellor's Office shall be as specified and allowable in the contract between Chancellor's Office and Contractor and in the provisions listed on the Grant Face Sheet, and incorporated herein by reference.

IX. DESIGNATION OF PERSONNEL

- A. Mr. Peter Bellas, Director, CACT, has been designated as the Project Director by the Contractor. All inquiries and reports regarding this Subcontract should be directed to:

Mr. Peter Bellas, Director, CACT, College of the Canyons
26455 Rockwell Canyon Road, Santa Clarita, CA 91355
(661) 362-3521.

- B. The Subcontractor has designated Mr. Ken Patton as the Project Director for Saddleback College. Contact information as follows:

Mr. Ken Patton, Saddleback College
28000 Marguerite Parkway, Mission Viejo, CA 92692
(949) 582-4500 x4777

- C. The Subcontractor will inform the Contractor of all personnel changes.

X. SUSPENSIONS AND TERMINATION OF FUNDS

Pursuant to a mutual understanding that the terms of this Subcontract do not encumber the implementation of award number 04-326, as granted by the Chancellor's Office for the explicit purposes of this project, either party may suspend or terminate this Subcontract upon thirty (30) days written notice, when at any time in either party's determination, the other party to this Subcontract violates or departs from the terms and conditions of this Subcontract; or if the program would not be achieved by continuance of the existing contract; or if the Subcontractor fails to submit the reports required under this Subcontract according to the established schedule. Termination of this Subcontract, however, will not invalidate commitments or obligations properly incurred by the Subcontractor prior to the date of termination that cannot be cancelled.

XI. DISPUTES

All claims, disputes, and other matters in question between the Contractor and Subcontractor arising out of or relating to this Subcontract or the breach thereof shall be addressed in the following manner. The parties shall enter into good faith negotiations to reach an equitable settlement. If a good faith settlement cannot be reached, the parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, mini-trial, or other method of alternative dispute resolution. In the event that the parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the District office involved in the suit. Should it be necessary for either party to initiate legal proceedings to resolve disputes arising out of or relating to this Subcontract, the prevailing party shall be entitled to receive from the other party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings. Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Subcontract, the performance of any work, the delivery of any material, the payment of any moneys to Subcontractor, or otherwise, Subcontractor agrees that it will not directly or indirectly stop or delay the work directed by Contractor, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

XII. INDEMNIFICATION

Subcontractor agrees to hold harmless and indemnify Contractor, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Subcontractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by Contractor. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

Contractor agrees to hold harmless and indemnify Subcontractor, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by Subcontractor. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

XIII. INSURANCE

Subcontractor agrees to maintain, during the performance of Description of Work and Deliverables covered by this Subcontract, through a combination of self-insurance, insurance and liability coverages from a joint powers agreement, and for a period of not less than one (1) year following

the expiration of this Subcontract, at its sole expense, the following insurance coverages: (i) Commercial General Liability insurance naming Contractor as an Additional Insured, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Automobile Liability with combined single limit on One Million Dollars (\$1,000,000) per accident; (iv) Workers' Compensation insurance as required by law; and (v) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

Subcontractor shall deliver Certificates of Insurance and Additional Insured Endorsements evidencing the required coverages to the Contractor, which shall be subject to the Contractor's approval for adequacy of protection, including the satisfactory character of any Insurer, including a Best's rating of not less than A-VII and an admitted carrier in the State of California. Certificates of Insurance and Additional Insured Endorsements *must be returned with signed Agreement* or no later than ten (10) days prior to the effective date of this Subcontract. If requested by the Contractor, a certified copy of the actual policies with appropriate Endorsement(s) and other documents shall be provided to the Contractor.

All policies required by this Subcontract shall provide that Contractor shall be given thirty (30) days' notice of each expiration or cancellation thereof or reduction of the coverage provided thereby.

XIV. ANTI-KICKBACK

The anti-kickback act of 1986 was passed to deter subcontractors from making payment for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. By acceptance of this Subcontract, the Subcontractor agrees to comply with the following regulations: FAR 3.502 and FAR 52.203.7.

XV. ACKNOWLEDGEMENT OF GRANT SUPPORT

Article II Standard Legal Terms and Conditions of the Chancellor's Office, California Community Colleges Grant Agreement requires that all products and deliverables, including documents, published materials, and multimedia presentations, shall be approved by the Project Monitor prior to distribution. In addition, all products and deliverables shall:

- A) Contain the Grant number and dollar amount of the Grant and Subcontracts relating to the preparation of such documents, in a separate section of such document or written report;
- B) Contain a statement indicated that the total Grant amount represents compensation for multiple documents or written reports, when multiple documents or written reports are the subject or product of the Grant;
- C) Reference the Chancellor's Office and the specific funding source; and
- D) Include the phrase, "Funded in part by the Chancellor's Office, California Community Colleges.

XVI. FEDERAL, STATE, AND LOCAL TAXES

Except as may be otherwise provided in this Subcontract, the Subcontractor price includes all applicable Federal, State, and local taxes and duties.

XVII. LAW

This contract shall be governed by and construed in accordance with the laws of the State of California. Venue shall reside in Superior Court, County of Los Angeles.

IN WITNESS WHEREOF, both Parties agree.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY: _____
Authorized Representative

BY: _____
Authorized Representative

Print Name

Print Name

Print Title

Print Title

Date

Date

Board Meeting
Date of Approval

Social Security #
Or Federal Tax ID #

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Agenda Item

TO: Board of Trustees	ITEM: 8
FROM: Chancellor	DATE: 12-13-04
SUBJECT: SADDLEBACK COLLEGE: CONSULTANT AGREEMENT	
REASON FOR BOARD CONSIDERATION:	APPROVAL

BACKGROUND

Over the last four years, Mr. Tackett has successfully worked on Rapid Prototyping grants underwritten by the State Chancellor's Office and the National Science Foundation. He is considered a national expert (Exhibit B) in the area of Rapid Prototyping for Advance Product Design and Development. He has offered to bring his expertise to Saddleback College to guide the expansion of this technology in the labs.

STATUS

A consultant agreement has been negotiated with Ed Tackett to provide guidance in developing Saddleback College's Rapid Prototyping Center, work with students and instructors to train them in Rapid Prototype technology, assist in coordinating grant activities, and work with equipment manufacturers for assistance in establishing a center. This work will be for the period of January 1, 2005, through December 31, 2005 for an amount not to exceed \$70,000, as shown in Exhibit A. The NSF Grant and Industry Driven Regional Collaborative Sub-award from College of the Canyons support this contract. There is no expenditure from the General Fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Consultant Agreement with Ed Tackett for an amount not to exceed \$70,000, as shown in Exhibit A.

Item Submitted by: Dr. Richard D. McCullough, President	
Item Review by: Dr. Raghu P. Mathur, Chancellor	
Final Disposition:	Vote

INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

This Agreement is made and entered into this 8th day of November, 2004 between:

EXHIBIT A

**South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, California 92692-3635
Telephone (949) 582-4664
Requisition # RD05-01118**

hereinafter called DISTRICT, and

(Name of Consultant): **Ed Tackett**
(Street Address): **8522 Sandstone Dr.**
(City, State, Zip Code): **Santee, CA 92071**
(Telephone #): **619-277-6772**

hereinafter called CONSULTANT.

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an independent contractor specially trained to perform special services required; and
WHEREAS, the CONSULTANT is specially trained and experienced and competent to perform the special consultant services pursuant to this agreement.

The parties agree as follows:

1. The period of this Agreement shall be from **January 1, 2005** to **December 31, 2005**, inclusive. The DISTRICT shall have the discretion to terminate this contract by providing CONSULTANT **60** days prior written notice.
2. The CONSULTANT shall, at times and places designated by it and acceptable to the DISTRICT perform the following services:
Provide guidance in developing Saddleback College's Rapid Prototyping Center; work with students and instructors to train them in Rapid Prototype technology; assist in coordinating grant activities; work with equipment manufacturers for assistance in establishing a center.
3. The DISTRICT shall pay the CONSULTANT **\$70.00** an hour, not to exceed **\$70,000.00** for services specified above, plus DISTRICT shall reimburse the following expenses (-0-) not to exceed **\$0.00** in accordance with the South Orange County Community College District guidelines. The total contract amount is \$70,000. Upon completion of the services provided for hereof and upon a signed invoice acceptable to the DISTRICT and approved by **Ken Patton**, payment will be made.
4. The DISTRICT shall not be liable to the CONSULTANT for personal injury or property damage sustained by him/her in the performance of this contract, whether caused by himself/herself, the DISTRICT, its officers, agents or employees, or by any third party. CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
5. While performing service hereunder, the CONSULTANT is an independent contractor and not an officer, agent or employee of the South Orange County Community College District inclusive of Saddleback College and Irvine Valley College.
6. Neither party shall assign this Agreement or any part thereof without the written consent of the other party.

WITNESS the parties hereto the day and year first above written:

Consultant **South Orange County Community College District**

Signature: Ed Tackett

Signature: _____

By: Ed Tackett
Title: Consultant

By: Gary Poertner
Title: Deputy Chancellor

Date: 11/16/2004

Date: _____

Contact Person: Edward C. TACKETT

College Contact Person: _____

Contract Approved as to Form:
Schools Legal Service, Orange County Department of Education (2/02)

EDWARD TACKETT

Page 1 of 3

QUALIFICATIONS PROFILE

Dynamic and accomplished **Senior Manager** with a broad and diverse background planning, implementing, and managing advanced technology projects.

- **Project Manager** for the design, development, and implementation of high-availability, secure network systems with advanced features such as VoIP, encryption, radio compression, and broadcast servers.
- **Technology Consultant** to both fledgling and established business organizations, providing strategic planning services and advice to help meet business goals through the use of technology.
- **Department Manager** and trainer of technical professionals, advancing the abilities of team members according to need and career interests.
- **Coordinator** of contractors, client representatives, staff members, and executive decision makers to ensure smooth project deliveries on time and within budget, in both the private and defense sectors.
- **Budget and P&L Manager** with proven skill shepherding resources to meet both short and long term goals.
- **Skilled Communicator** with excellent communication skills, both written and oral, and executive-level presentation skills.

PROFESSIONAL EXPERIENCE

SAN DIEGO COMMUNITY COLLEGE DISTRICT

1994 – 06/03

Center for Applied Competitive Technologies (Technology Management Department)

A joint venture of the City of San Diego, the San Diego Community College District, and the US Dept. of Commerce, the mission of the center is to support economic development in the region through five related ventures: The San Diego Technology Incubator, the Virtual Technologies Education & Enterprise Center, the 3-D Rapid Prototype Modeling Center, the BioScience Workforce Development Center, and the Technology Enterprise Development Services project. Directed and managed sophisticated, advanced IT services for all these ventures.

Virtual Technologies Manager (1998 – 06/04)

Developed and managed Rapid Prototyping Center. Responsible for research and development of new products, production planning, manufacturability assessment, engineering change order implementation, quality inspection, "cradle to grave" assessments, ROI planning, strategic simulations, and final delivery. Familiar with numerous CAD/CAM software, manufacturing assessment software, Polygonal mesh models, Z Corporation 3D Printers, Stratasys FDM Modelers, 3D Systems Stereolithography, 3D Systems SLS, SONY solid creation systems, silicone tooling, resin casting, and metal casting.

Supervised and trained technical support staff involved in the operation, maintenance, security and support of a 500+ user network with three remote sites. Established policies and procedures to minimize downtime (e.g., real-time monitoring of critical network elements, advanced help-desk services, and online trouble reporting). Planned and tested maintenance and disaster recovery systems with rapid bridge-server deployment.

Directed rollouts involving multiple platforms and operating systems. Scheduled cluster resources to maximize availability for high-volume users and segmented network systems to minimize disruptions during high workgroup demand. Managed Internet availability and access based on user need, security impact, available resources, and ROI.

Instrumental in establishing high standards of performance. Benchmarked related factors and worked with vendors to ensure compliance. Prepared analysis reports and forecast trends. Pivot point for the evaluation and analysis of emerging technologies for their usefulness to the IT Department. As an active member of the Microsoft Developer Network, attended conferences and participated in beta test programs. Facilitated weekly department meetings to review performance and plan projects aligned with strategic goals and budget constraints.

- ◆ Despite a critical statewide power crisis in 2001, experienced minimal disruption in service as a result of excellent crisis planning and back-up power testing.
- ◆ Technical expert for the design of two new buildings with advanced features such as integrated voice, data, video, and streaming satellite data through a centralized command center.

EDWARD TACKETT

Page 2 of 3

- ◆ Supervised live video streaming over ADSL, 10BaseT, 100BaseT and ATM networks and oversaw redundant ISDN videoconference circuits used in distance learning.

Industrial Integration Specialist (1994 – 1998)

Oversaw installation of a high-speed data/voice network and established operations for a \$1.9 million Technology Incubator building redesign promoting economic redevelopment.

Provided expert IT consulting services and product specification to assist regional manufacturing companies in gaining a competitive edge. Administered and maintained a 500+ network with the assistance of technical support staff. Trained personnel in network security, configuration, audits, and other network support tasks.

Planned and managed various technical projects and services including VPN service for remote high-security users, renovation of Category 3 voice network, certification of Category 5 data network, installation of PBX systems, voice mail systems, network fax servers, and testing of VoIP system. Directed media/live radio compression and broadcast server projects. Conducted informal technology workshops for members of the business community.

- ◆ Planned, launched and maintained a sophisticated network system that supported innovation and process improvement for both new and existing companies.
- ◆ Provided IT services to 23 diverse companies housed in the San Diego Technology Incubator.

TACKETT CONSULTING GROUP

1993 – 1994

Managing Consultant

Directed technical and management services involving network/video integration, including the design and development of infrastructure and custom network backbone systems. Supervised and trained technical staff on video streaming services and support. Established "tiger teams" to ensure that projects were completed with minimal downtime. Managed project budgets and timelines. Coordinated the work of contractors and installation teams.

- ◆ Built the technical foundation that supported profitable and rapid growth, attracting the interest of a large international media company which purchased the business.

UNITED STATES NAVY

1990 – 1993

Operations Supervisor / Testing

Managed setup, maintenance, loading and testing for software, hardware and peripherals involved with US Navy tactical data systems. Supervised configuration, linking and testing of high-speed digital switching technology connecting four integrated sites. Reported directly to the Chief of Naval Operations on software readiness and tactical impact.

Coordinated software development projects involving contractors, maintenance and test technicians, and military personnel. Managed timelines and deliverables, troubleshooting issues that threatened schedules.

Analyzed the status of hardware, software and network systems and presented key reports utilized by senior staff managers to plan long-term strategies to ensure mission-critical readiness.

- ◆ Awarded high-level letter of commendation for increasing security by leading groundbreaking integration activities involving Naval Tactical Data Systems (NTDS), VAX, UNIX, Macintosh, and PC networks that moved sophisticated electronic communication systems from near-real to real time.
- ◆ Defined and established secure and non-secure voice/data circuits with failsafe emergency broadcast systems.

EDWARD TACKETT

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EDUCATION & PROFESSIONAL DEVELOPMENT

NATIONAL UNIVERSITY, SAN DIEGO: **Technology Management Studies**

REDDING UNIVERSITY: **Bachelor Science Computer Science**

SAN DIEGO CITY COLLEGE: **Certificate in Automated Equipment Technology/Robotics**

UNITED STATES NAVY:

- Advanced Leadership Training**
- Research and Analysis Training (Intelligence)**
- Photo Intelligence**
- Counter-Terrorism Intelligence**
- Shipboard Intelligence Officer**
- Master at Arms**
- Air Intercept Controller**
- Forward Air Control**
- NGFS RT operator**

TECHNOLOGY TRAINING

- Emerging IT Strategy**
- Scaleable Networks**
- Value Added IT**
- Category 5 Network Engineering/Installation**
- Fiber Optic Network Engineering/ Installation (Lucent)**
- Advanced Visualization (ZCorp User Group)**
- Robotics and Flexible Manufacturing**
- Internet Manufacturing**
- 3Com Network Wizard (3Com)**
- AS400 Networking**
- Internet Security (TRP)**
- Advanced Internet**
- HASS CNC factory training**
- WTRI Cognitive Management Workshop**

PROFESSIONAL ASSOCIATIONS

- Society of Manufacturing Engineers - Rapid Prototyping and Additive Manufacturing**
- Microsoft Developer Network**
- SDCCD Microcomputer Bid Specification Committee**

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Agenda Item

TO: Board of Trustees	ITEM: 9
FROM: Chancellor	DATE: 12-13-04
SUBJECT: SADDLEBACK COLLEGE: FLEX/IN-SERVICE PROGRAM HONORARIUM	
REASON FOR BOARD CONSIDERATION: APPROVAL	

BACKGROUND

Each year Saddleback College provides nine days of professional workshops, seminars and activities. Guest experts are sometimes utilized to bring up-to-date information on educational topics and issues.

STATUS

During Spring 2005, the Flex-Inservice Program will be held between January 4-7, 2005. Ms. Mary Allen has been selected to present a full-day workshop on assessment and student learning outcomes for an honorarium not to exceed \$2,000 including travel and lodging costs. The biography for Ms. Allen is shown in Exhibit A. Funds to support this expenditure are available in the College general fund budget.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the honorarium for Ms. Mary Allen in an amount not to exceed \$2,000 including travel and lodging costs.

Item Submitted By: Dr. Richard D. McCullough, President
Item Reviewed By: Dr. Raghu P. Mathur, Chancellor
Final Disposition: _____ Vote: _____

Mary J. Allen, Ph.D.
Bio as of October 1, 2004

Mary Allen is the recently retired Director of the California State University Institute for Teaching and Learning (<http://www.calstate.edu/itl/>); and she previously served as a Professor of Psychology, department chair, and founding director of the faculty development center and assessment center at California State University, Bakersfield. She is a member of the WASC Educational Effectiveness Resource Group; and she recently published a book on assessment: *Assessing Academic Programs in Higher Education*. In the last six years she has offered assessment workshops to over 5,000 faculty and administrators, including invited sessions for the American Association of Higher Education (AAHE), Association of American Colleges and Universities, WASC, AAHE/WASC co-sponsored assessment conferences, and over 40 colleges, universities, and college districts.

Recent Publications:

- Allen, M. J. (2004, Spring). Initiating program assessment. *The Department Chair: A Resource for Academic Administrators*, 14(4), 14-16.
- Allen, M. J. (2004, March). The use of scoring rubrics for assessment and teaching. Invited paper for the CA Community College Research and Planning Group Assessment Listserv, archived at <http://cai.cc.ca.us/workshops/RubricsByMaryAllen.doc>.
- Allen, M. J. (2004). Central limit theorem, Experimental methods, Intervening variable, Performance tests, Scientific method, Statistical power, Strong Interest Inventory. In W. E. Craighead and C. B. Nemeroff (Eds.). *Corsini Concise Encyclopedia of Psychology and Behavioral Science*, 3rd edition, (pp. 156-157, 348-349, 493, 683-684, 854-855, 938-939, 949). New York: Wiley.
- Allen, M. J. (2004). *Assessing Academic Programs in Higher Education*. Bolton, MA: Anker.
- Allen, M. J. (2004). Teaching non-traditional students. In B. Perlman, L. I. McCann, & S. H. McFadden (Eds.), *Lessons learned: Practical advice for the teaching of psychology, Volume II* (pp. 313-321). Washington, DC: American Psychological Society. [Article was originally published in the *APS Observer* (September 2000), 13, 16-17, 21, 23, and it also was reprinted in *The Western Psychologist* (February 2001), 14(3), 14-17.]
- Allen, M. J. (2003, Fall). Faculty engagement in assessment. *San Francisco State University Perspectives in Assessment*, 6(1), 1-4.
- Allen, M. J. (2003, Summer). Teaching-centered vs. learning-centered instruction, *FACCCTS: Journal of the Faculty Association of California Community Colleges*, 9(3), 20.
- Allen, M. J., & Yen, W. M. (2002). *Introduction to Measurement Theory*. Prospect Heights, IL: Waveland Press. [reissue of 1979 book]
- Allen, M. J. (2001). Review of *Assessing Student Competences in Accredited Disciplines: Pioneering Approaches to Assessment in Higher Education*. *Exchanges*, http://www.exchangesjournal.org/reviews/review_1076.html.
- Allen, M. J., Noel, R., Deegan, J., Halpern, D., & Crawford, C. (2000). Goals and Objectives for the Undergraduate Psychology Major: Recommendations from a Meeting of California State University Psychology Faculty. Office of Teaching Resources in Psychology [<http://www.lemoyne.edu/OTRP/teachingresources.html#outcomes>].

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO: Board of Trustees	ITEM: 10
FROM: Chancellor	DATE: 12-13-04
SUBJECT: SADDLEBACK COLLEGE: SCLO 2005 PRODUCTION EXPENDITURES	
REASON FOR BOARD CONSIDERATION: APPROVAL	

BACKGROUND

Saddleback College's Civic Light Opera program produces three family musicals each summer. The program provides valuable performance experience for students, and enhances the cultural offerings to the community.

STATUS

Saddleback Civic Light Opera plans to present three musicals for its 2005 summer season. Exhibit A outlines the proposed production calendar for the 2005 summer season, and identifies projected expenditures. Funding is through the Saddleback College Division of Fine Arts, Physical Education and Athletics' budget, the Angels' (Performing Arts Support Organization) Foundation budget, and fundraising activities and grants. There is no impact to the General Fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve expenditures for the 2005 Saddleback Civic Light Opera program as shown in Exhibit A.

Item Submitted By: Dr. Richard D. McCullough, President
Item Reviewed By: Dr. Raghu P. Mathur, Chancellor
Final Disposition: Vote:

EXHIBIT A

South Orange County Community College District

SADDLEBACK COLLEGE

SADDLEBACK CIVIC LIGHT OPERA PERSONNEL/PRODUCTION COSTS

2005 Summer Season

**Honky Tonk Laundry (musical revue)*

Performance Dates: June 10 through August 7

Personnel/Production Costs: \$73,500

Theatre: Cabaret (Studio Theatre, FA308)

**Annie Get Your Gun (musical)*

Performance Dates: June 30 through July 17

Personnel/Production Costs: \$133,762

Theatre: McKinney

**Babes in Arms (musical)*

Performance Dates: July 28 through August 14

Personnel/Production Costs: \$83,249

Theatre: McKinney

Total Personnel/Production Costs: \$290,511

Estimated Income:

Ticket Revenue \$227,350

Donations \$63,161

TOTAL INCOME \$290,511

Ticket Prices: Season subscriptions range from \$55-\$80;
Individual Tickets cost \$25-\$32

**Shows subject to change.*

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Agenda Item

TO: Board of Trustees	ITEM: 11
FROM: Chancellor	DATE: 12-13-04
SUBJECT: SADDLEBACK COLLEGE: Student Out-of-State Travel	
REASON FOR BOARD CONSIDERATION: APPROVAL	

BACKGROUND

Saddleback College has made a commitment through the years to support activities that enhance effective student leadership. Students are encouraged to seek involvement and engage in leadership opportunities such as conferences, workshops and competition. Periodically, student representatives participate in leadership activities locally, and on a state and national level.

STATUS

Up to ten students and two advisors representing the Saddleback College chapter of California Nurses Student Association (CNSA) are planning to attend the 53rd Annual National Student Nurses Association Conference in Salt Lake City, Utah. Dates of the conference, inclusive of travel, are from Wednesday, April 6, 2005 through Sunday, April 10, 2005. Funds for this conference, Exhibit A, have been approved by the Associated Student Government and are available in the Associated Student Body budget in the amount not to exceed \$5,000. No general funds will be expended on this activity.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the out-of-state travel request for up to ten students and two advisors April 6-10, 2005 at a cost not to exceed \$5,000.

Item Submitted By: <u>Dr. Richard D. McCullough, President</u>
Item Reviewed By: <u>Dr. Raghu P. Mathur, Chancellor</u>
Final Disposition: _____ Vote _____

**EXHIBIT
OF
ESTIMATED EXPENSES**

**SADDLEBACK COLLEGE CHAPTER
of the
CALIFORNIA NURSES STUDENT ASSOCIATION
Request to Attend
53RD ANNUAL NATIONAL STUDENT NURSES
ASSOCIATION CONFERENCE
SALT LAKE CITY, UTAH
April 6, 2005 – April 10, 2005**

Airfare	10 @ \$160.50	\$1,605.00*
Lodging	3 rooms/4nights @ \$131.25	\$1,575.00*
Conference Registration	10 @ \$80.00	\$ 800.00
Meals	10 @ \$18/day 4 days	\$ 720.00
Miscellaneous ground transportation		\$ 300.00*

*Estimated expenses pending Board approval and confirmation of reservations. Savings on estimated expenses, if any, will be used to fund additional attendees up to the maximum twelve requested in the agenda item.

CONFERENCE EXPENSES NOT TO EXCEED \$5,000.00

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	12
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	IRVINE VALLEY COLLEGE: BUSINESS TECHNOLOGY AND INNOVATION CENTER: HIRE GEOTECHNICAL CONSULTANT		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

BACKGROUND

On September 27, 2004, the Board of Trustees approved hiring LPA to provide architectural services for the Business Technology and Innovation Center at Irvine Valley College.

STATUS

To proceed with the building design and as required by DSA, there is a need to hire a geotechnical consultant to conduct subsurface investigation and laboratory testing, and provide design recommendations. Proposals from two qualified consultants were received and the least expensive was submitted by American Geotechnical, of Yorba Linda, in the amount Seven Thousand Seven Hundred and No/100 Dollars (\$7,700.00), including review of construction documents, EXHIBIT A. American Geotechnical is currently providing similar services for other projects. Funds are available in the project account.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve an agreement with American Geotechnical, EXHIBIT B, to provide geotechnical consulting services for the Business Technology and Innovation Center at Irvine Valley College for Seven Thousand Seven Hundred and No/ 100 Dollars (\$7,700.00).

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

**BUSINESS TECHNOLOGY AND INNOVATION CENTER
AT
IRVINE VALLEY COLLEGE**

EXHIBIT A

HIRE GEOTECHNICAL CONSULTANT

December 13, 2004

COMPANY	Subsurface Investigation	Plan Review	TOTAL
American Geotechnical Yorba Linda	\$6,500	\$1,200	\$7,700 *
Geobase Laguna Hills	\$8,900		\$8,900

* Recommended Award

CONSULTANT AGREEMENT GEOTECHNICAL CONSULTANT SERVICES

This AGREEMENT is hereby entered into between the **South Orange County Community College District**, hereinafter referred to as "DISTRICT," and **American Geotechnical**, 22725 Old Canal Road, Yorba Linda, California, 92887, (714) 685-3900, hereinafter referred to as "CONSULTANT."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT: Geotechnical investigation (subsurface investigation, testing, and preparation of report with recommendations) and plan review (review of construction documents for conformance with recommendations). A copy of CONSULTANT's proposal dated October 29, 2004, is attached hereto as Exhibit A and incorporated herein as if fully set forth.

2. **Term.** CONSULTANT shall commence providing services under this AGREEMENT on December 15, 2004, and will diligently perform as required and complete the geotechnical investigation by February 15, 2005. The plan review phase will be coordinated with the architect as plans are developed and completed.

3. **Compensation.** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed the following sums upon satisfactory completion of the services:

Phase I (Geotechnical investigation).....\$6,500

Phase II (Plan Review).....\$1,200

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

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

6. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

10. Hold Harmless. CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Board of Trustees, officers, employees and agents from every claim

or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

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

(b) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

DISTRICT agrees to limit CONSULTANT'S liability for all claims, demands, losses, damage or expense, of any nature whatsoever to a total of up to one million dollars (\$1,000,000).

11. **Insurance.** Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of one million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than November 15, 2004, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

12. **Assignment.** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

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

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

15. Employment With Public Agency. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

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

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

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

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be

considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Gary Poertner, Deputy Chancellor

CONSULTANT:

American Geotechnical
22725 Old Canal Road
Yorba Linda, CA 92887
Attn: Mohammad Joolazadeh, VP

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

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

THIS AGREEMENT IS ENTERED INTO THIS 15th DAY OF DECEMBER, 2004.

South Orange County Community College District

American Geotechnical

By: _____
Signature

By: _____
Signature

Gary Poertner/
Deputy Chancellor

Mohammad Joolazadeh/
Vice President

33-0035389
Taxpayer Identification Number

American Geotechnical
Protecting Your Future

October 29, 2004

File No. 32312.03

Mr. Raul Villalba
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635

Subject: **PROPOSAL FOR GEOTECHNICAL INVESTIGATION,
PLAN REVIEW AND SERVICES DURING CONSTRUCTION**
Proposed Two-Story Business Technology and Innovation Center
Irvine Valley College Campus Area
Irvine, California

Dear Mr. Villalba:

American Geotechnical is pleased to submit this proposal to perform geotechnical consulting services for the subject project. This proposal is based on review of available information as well as our discussions with you. Additionally, it is also intended to comply with all the requirements of the Division of State Architect (DSA) for the construction of the educational building.

As we understand, the proposed project consists of constructing a two-story building to serve as a Business Technology and Innovation Center. The proposed building will be located within the south central portion of the campus area. We propose that our consulting services be performed in three different phases. Phase I involves a geotechnical investigation at the site with subsurface exploration and laboratory soil testing. DSA requires that a minimum of one exploratory soil boring be performed for every 5,000 square feet of the building pad area. Based on available information, it is our understanding that the pad area of the proposed building is about 29,500 square feet. Therefore, a minimum of six borings is required and proposed herein. A written report with our findings, conclusions and geotechnical recommendations will be provided at the end of our Phase I work. The scope of work for Phase II will include review of construction plans and specifications. The aim of this review is to ensure conformance to our geotechnical recommendations. Services during construction (such as grading, foundation excavation, review, etc.) will be provided under Phase III. The specific scope of these different phases and the estimated costs are provided below.

PHASE I - SUBSURFACE INVESTIGATION

In Phase I, we propose to perform a subsurface investigation, which includes drilling of six small-diameter borings in the pad area for the proposed building. These borings will be drilled to a depth of up to fifty feet to obtain information regarding subsurface soil conditions. Representative soil samples will be collected and tested in the laboratory. Based on our field and laboratory testing, as well as our engineering analyses, a detailed written report including findings, conclusions and geotechnical recommendations will be provided. The estimated cost for various items is given below:

- * Drilling of six small-diameter borings including costs for subcontractor and field geologist\$3,500
- * Laboratory testing of selected soil samples, geologic and engineering analysis,

File No. 32312.03
October 29, 2004
Page 2

and preparation of a report including findings and recommendations	\$3,000
Total estimated fee for Phase I.....	<u>\$6,500</u>

PHASE II - PLAN REVIEW

In Phase II, construction documents will be reviewed for conformance with our geotechnical recommendations. Our review will be limited to the area of geotechnical consideration such as grading/subgrade preparation, foundation construction, etc. The estimated cost for Phase II of our work is \$1,200.

PHASE III - OBSERVATION AND TESTING DURING CONSTRUCTION

It is anticipated that observation and testing services will be needed during construction. Our office will be on call during construction and will provide review and testing during grading/subgrade preparation. Foundation excavations will also be reviewed. Additionally, we will be available to provide consulting services regarding geotechnical conditions, if necessary. Assuming five working days for our site observation and testing, the estimated cost including preparation of the final report would be on the order of \$4,500. However, it should be realized that the actual cost of the grading observation would depend on the contractor's rate of progress and quality of work. Any additional days of field observation and testing beyond the assumed five-day estimate will be charged on a \$650 per day basis.

CLOSURE

All possible efforts will be made to avoid any damage from the excavations; however, when subsurface investigations are conducted, extra costs may be incurred on items such as the repair of unmarked utility lines damaged during drilling operations, damage to equipment, delays, and unforeseen difficult drilling conditions. These and other extra costs will be billed on a time-and-expense basis should they arise, based on the attached American Geotechnical Schedule of Fees.

Additionally, this proposal does not include costs for items such as permits, meetings, conferences, and/or items that have not been specifically noted in the above-described scope of services. Such costs are difficult to estimate at present and have not been included.

We can usually begin fieldwork within five working days of your authorization. The actual starting date will depend upon the availability of excavation personnel. Our final report will be submitted four to five weeks after completion of the field exploration program.

Accompanying this proposal is the American Geotechnical Contract for Services. This includes our Consulting Order, Schedule of Fees and Standard Form Agreement. As the words "Standard Form Agreement" suggests, the Contract language has been developed to consider a wide range of project conditions. The Client should read all aspects of the Contract carefully with the understanding that all aspects, including limitations of liability, can be negotiated. All of the above-described scope of work and any future additional work on this project will be performed on a time-and-expense basis under purview of this Contract. If the terms and conditions meet with your approval, please acknowledge with your signature on the Consulting Order, and return one copy.

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We look forward to working with you on this project. If you have any questions, please feel free to give me a call.

Respectfully submitted,

AMERICAN GEOTECHNICAL



Mohammad Joolazadeh
Principal Engineer



Attachments: Contract for Services
Distribution: 2 – Addressee

MJ:rj

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	13
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	IRVINE VALLEY COLLEGE: RESOLUTION TO ACCEPT BIDS FOR LEASING PROPERTY		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

BACKGROUND

At its October 26, 2004 meeting, the Board of Trustees adopted a resolution declaring its intent to lease certain portions of the Irvine Valley College campus to an outside company or individual interested in conducting private instructional programs for international students and directed that bids be accepted for this purpose.

STATUS

Staff advertised the request for bids as required by Education Code 81360, et seq. One bid meeting all specifications was received from Kaplan International Programs. This company has been leasing that same portion of the Irvine Valley College campus since 1989 and its bid, opened on November 15, 2004, is summarized in EXHIBIT A. Irvine Valley College administration has reviewed the bid and recommend its acceptance. The relevant resolution, which includes the lease agreement, is appended as EXHIBIT B.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the bid submitted by Kaplan International Programs for a five-year lease of certain portions of the Irvine Valley College campus as described in Resolution 04-38 and further recommends that the Deputy Chancellor be authorized to sign the necessary lease documents.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

LEASE OF PROPERTY
AT
IRVINE VALLEY COLLEGE
FOR
PRIVATE INSTRUCTIONAL PROGRAMS FOR INTERNATIONAL STUDENTS

EXHIBIT A

December 13, 2004

	MONTHLY RENT	YEARLY TOTAL
1st YEAR RENT	\$1,720/ parcel	\$41,280
2nd YEAR RENT	\$1,806/ parcel	\$43,344
3rd YEAR RENT	\$1,896.30/ month	\$45,511.20
4th YEAR RENT	\$1,991.11/ month	\$47,786.64
5th YEAR RENT	\$2,090.67/ month	\$57,176.08

Note: Kaplan is proposing to keep the existing modular buildings and is prepared to invest \$19,059 in upgrades that will include:

- * tenting and providing termite control,
- * exterior carpentry repairs,
- * remove and replace wood ramp, partial skirt replacement,
- * caulking and painting entire exterior,
- * install one new interior door and hardware,
- * replace existing door locks.

Resolution No. 04-38

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
APPROVING THE LEASE OF REAL PROPERTY**

December 13, 2004

WHEREAS, the Board of Trustees of the South Orange County Community College District (the "District") on October 26, 2004 adopted a Resolution declaring its intent to lease approximately 6,512 square feet of property located on the Irvine Valley College campus (the "Property") for the purpose of conducting private instructional programs; and

WHEREAS, the District has provided notice of the Board's intent to lease the Property as required by Education Code section 81368; and

WHEREAS, Kaplan, Inc., a Delaware Corporation, has submitted a bid meeting all specifications for the lease of the Property;

NOW, THEREFORE, the Board of Trustees of the South Orange County Community College District does hereby resolve, determine and order as follows:

SECTION 1. The Lease Agreement with Kaplan, Inc., a Delaware Corporation, attached hereto as EXHIBIT "A" and incorporated herein by this reference is approved.

SECTION 2. The Chancellor, or his designee, is authorized to execute all documents necessary to carry out the terms of the Lease Agreement.

ADOPTED, SIGNED, AND APPROVED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, this 13th day of December, 2004.

President

Member

Vice President

Member

Clerk

Member

Member

LEASE AGREEMENT

THIS LEASE is made and entered into this 15th day of December, 2004 by and between the South Orange County Community College District, hereinafter referred to as "Lessor", and Kaplan, Inc., a Delaware corporation, 888 7th Avenue, New York, NY 10106, hereinafter referred to as "Lessee."

WITNESSETH

WHEREAS, Lessor is the owner of certain real property in the City of Irvine, County of Orange, State of California, commonly known as 5500 Irvine Center Drive, Irvine, California 92618, and more particularly described Parcel 1 and Parcel 2 in ATTACHMENT A attached hereto and made a part hereof by this reference (the "PROPERTY").

WHEREAS, the PROPERTY is not currently needed by Lessor for college classroom buildings.

WHEREAS, Lessor is authorized and desires to enter into a lease of PROPERTY pursuant to the provisions of Education Code section 81360, et. seq.

WHEREAS, Lessee desires to lease the PROPERTY from Lessor.

NOW, THEREFORE, Lessor hereby leases the PROPERTY to Lessee on the terms and conditions hereinafter set forth.

1. Term and Commencement.

This Lease shall be for an initial term commencing on December 15, 2004, and ending five (5) years thereafter ("Initial Term"). Upon completion of the Initial Term, the lease may be extended each year for five additional one year periods if the extension is agreed to in writing by both parties to this Agreement.

2. Rent and Manner of Payment.

Lessee shall pay to the Lessor, as minimum monthly rent during the Initial Term of this Lease an amount which shall be calculated on the basis of whether one or both of the parcels comprising the PROPERTY is used. The monthly rental rate for each of the two parcels is as follows:

First Year:	\$ <u>1,720.00/month/parcel</u>
Second Year:	\$ <u>1,806.00/month/parcel</u>
Third Year:	\$ <u>1,896.30/month/parcel</u>
Fourth Year:	\$ <u>1,991.11/month/parcel</u>
Fifth Year:	\$ <u>2,090.67/month/parcel</u>

Lessee, not less than thirty (30) days prior to the commencement of each annual term shall notify Lessor in writing as to whether either or both parcels shall be utilized during the next annual term so that the rental rate may be adjusted accordingly. If Lessee shall change its utilization of said parcels during any annual term, the monthly rent shall be prorated and increased or decreased as appropriate.

Lessee agrees that at all times during the term of this Lease, including Additional Terms, it shall be liable for payment of the minimum monthly rent then in effect for not less than one parcel, regardless of whether Lessee shall use and occupy either parcel.

Said rent, which includes the payment for all required utilities and security services, except as otherwise provided for hereinafter, shall be payable in advance on the first day of each month, commencing on the date the term commences, and continuing during the term.

Lessee shall pay the monthly rent, without deduction or offset, except as provided for herein, in lawful money of the United States of America, to Lessor at the address set forth in Paragraph 30 hereunder.

3. Option to Extend Term.

The term of this Lease may be extended by mutual consent of the parties for an additional five (5) year period. All provisions contained in this Lease, except for minimum monthly rent, will remain the same.

4. Rent During Additional Term.

The parties shall have sixty (60) days prior to the expiration of the Initial Term in which to agree on minimum monthly rent during each of the five (5) years of the Additional Term. If the parties agree on the minimum monthly rent for each year of the Additional Term, they shall immediately execute an amendment to this Lease stating the minimum monthly rent.

If the parties are unable to agree on the minimum monthly rent for each of the five (5) years of the Additional Term within that period, this Lease shall expire at the end of the Initial Term. Neither party to this Lease shall have the right to have a court or other third party set the minimum monthly rent.

5. Security Deposit.

The sum of \$1,000.00 received from Lessee upon submission of its bid proposal shall be retained by Lessor during the term of this Lease, including any Additional Term, as a security deposit for the performance by Lessee of the provisions of this Lease. If Lessee is in default, Lessor can use the security deposit, or any portion of it, to cure the default or to compensate Lessor for all damage sustained by Lessor resulting from Lessee's default. Lessee shall immediately on demand pay to Lessor a sum equal to the portion of the security deposit expended or applied by Lessor as provided in this Paragraph so as to maintain the security deposit in the sum equally deposited with Lessor. If Lessee is not in default at the expiration or termination of this Lease, Lessor shall return the security deposit to Lessee. Lessor's obligations with respect to the security deposit are those of a debtor and not a trustee. Lessor can maintain the security deposit separate and apart from

Lessor's general funds or can commingle the security deposit with Lessor's general and other funds. Lessor shall not be required to pay Lessee interest on the security deposit.

6. Lessee's Operations.

The Property and all improvements constructed and maintained thereon shall be used by Lessee and for no other use or purpose. Lessee shall not itself use or permit any other person or entity to use the Property, or any part thereof, for any purposes which may materially damage or harm the Property or any improvements on or adjacent thereto, or the image or attractiveness thereof, or in any manner which shall constitute waste, nuisance or public annoyance; and Lessee shall conform to, and cause all persons using or occupying any part of the Property to comply with, all public laws, ordinances and regulations from time to time applicable thereto and to all operations thereon.

7. Use of Property.

Lessee shall have the right to use and occupy the Property solely for the purpose of operating a private English as a Second Language (ESL) instructional program during the hours of 8:00 A.M. and 5:00 P.M. daily, Monday through Friday. Notwithstanding, Lessee's staff may access and utilize relocatable building offices and classrooms on the Property at other than the above specified days and times.

Lessor agrees that during the term of this Lease, Lessee shall have the exclusive right to conduct a private ESL program at Irvine Valley College ("College") for F-1 Visa students. Lessor further agrees that during the term of this Lease, it shall not encourage enrollment of Lessee's students in College's ESL, Amnesty or related programs which College may offer. Notwithstanding, Lessor shall allow the enrollment of Lessee's students in such programs upon payment of required tuition and fees.

8. Construction and Installation.

Lessee shall maintain on each parcel comprising the Property the existing portable structures consisting of not more than 2,376 square feet each, to be used during the term of this Lease as classrooms and offices. Notwithstanding the foregoing, it is understood and agreed that Lessee shall assume the sole responsibility and expense of obtaining all necessary governmental approvals and permits to allow Lessee to construct, install and operate its educational program in said portable structures.

Lessee shall invest a minimum of \$19,059.00 in repairing and upgrading the existing portable structures. Repair work shall include, but not be limited to, exterior carpentry repair and painting; tenting for termite control; new building skirt, ramp, and handrail; one new interior door; and four new locks.

Lessee shall promptly repair upon written notice by Lessor to Lessee all damage to the Property or other property owned by Lessor, if any, directly caused by Lessee's construction, installation or removal of its portable structures or other improvements to a condition that existed immediately prior to such damage.

9. Cooperation; Indemnity.

Lessee shall fully cooperate with Lessee by executing and joining in applications for governmental permits or approvals covering Lessee's use, construction and/or occupation of the Property, provided that Lessee shall reimburse Lessor for any and all reasonable expenses attributable to said cooperation.

10. Maintenance of Property.

Lessee at its cost shall, during the term of this Lease, maintain in good order, condition, and repair, the Property, including both the interior and exterior of the portable structures installed by Lessee upon the Property.

Lessee shall, at its cost and expense, provide all janitorial supplies and services to the Property and the portable structures thereon, which shall include, but not be limited to, the replacement of restroom supplies, light bulbs, and fluorescent tubes.

Lessee, shall, at its own cost and expense, maintain the landscaping of the Property in an attractive condition in accordance with the standards of the Lessor.

If Lessee fails to perform its obligations under this Paragraph, Lessor may at its option, after ten (10) days written notice to Lessee, enter upon the Property and put the same in good order, condition and repair and the cost thereof shall become due and payable immediately as additional rent by Lessee to Lessor upon demand.

11. Alterations.

Lessee shall not make any alterations, additions, or improvements to the Property except as proved in Paragraph 8 without Lessor's prior written consent.

12. Utilities.

Lessee shall make all arrangements for and pay for all utility connection charges which may be required, and shall pay for the maintenance of said utilities.

Lessee shall install and pay for required telephone lines, equipment and service. Lessee shall reimburse the College for the installation costs of one emergency telephone in Lessee's office area. This emergency telephone shall be a part of the College telephone system.

If any such utility charges are not paid when due, Lessor may pay the same, and charge the amount thereof to Lessee, who agrees to pay the same on demand, together with ten (10%) percent interest per annum, or the maximum allowed by law, whichever is the lesser, from the date of expenditure by Lessor.

13. Taxes and Assessments.

Lessee shall be responsible for, and agrees to pay, not later than ten (10) days prior to delinquency, any and all taxes, assessments, levies, fees and other governmental charges of every kind or nature (hereinafter collectively called "taxes") levied or assessed by any municipal, county, state, federal or other taxing or assessing authority upon, against or with respect to (a) the PROPERTY, (b) personal property of any kind placed, maintained or located within, upon or about the PROPERTY, (c) all alterations, additions or improvements of whatsoever kind or nature, if any, made to the PROPERTY, and (d) rentals or charges payable by

Lessee to Lessor, irrespective of whether any of the items described in the clauses (a) through (d) above are assessed as real or personal PROPERTY, and irrespective of whether any of such items are assessed to or levied against Lessor or Lessee. Lessee shall, not later than the 10-day period described above, or upon written request of the Lessor if payment is made earlier, furnish to the Lessor a copy of the receipted tax bill or other proof of said payment. Lessee hereby agrees to protect and hold harmless Lessor and the PROPERTY and all improvements in, on, or about the same from all liability for any and all such taxes, together with any interest, penalties, or other sums thereby imposed, and from any sale or other proceeding to enforce payment thereof. If any such taxes are not paid when due, Lessor may pay the same, and charge the amount thereof to Lessee, who agrees to pay the same on demand, together with ten percent (10%) interest per annum, or the maximum allowed by law, whichever is the lesser, from the date of expenditure by Lessor.

14. Liens and Claims.

- A. Lessee shall not suffer or permit to be enforced against the PROPERTY, or any part thereof, or any improvements thereon, any mechanics', materialmens', contractors' or subcontractors' liens arising from or any claim or damage growing out of the work of any construction, installation, repair, restoration, removal, replacement or improvement, or any other claim or demand howsoever the same may arise, but Lessee shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against said PROPERTY or improvements. Lessee agrees to indemnify and hold Lessor and PROPERTY free and harmless from all liability for any and all such liens, claims, demands and actions (collectively, the "Liens") together with reasonable attorneys' fees and all costs and expenses in connection therewith.
- B. Notwithstanding the foregoing, if Lessee shall in good faith contest the validity of any such Lien, then Lessee shall at its sole expense defend itself and Lessor against the same and shall pay and satisfy any expense or cost or any judgment that may be rendered thereon before the enforcement thereof against Lessor or the PROPERTY, upon the condition that if Lessor shall require, Lessee shall furnish to Lessor, a surety bond satisfactory to Lessor in an amount at least equal to such contested Lien, indemnifying Lessor against liability for the same, and holding the PROPERTY free from the effect of such Lien, or if Lessor shall request, Lessee shall procure and record the bond provided for in the California Civil Code, or any comparable statute hereinafter enacted providing for a bond freeing the PROPERTY from the effect of such Lien.

15. Encumbrances.

- A. As used in this Lease, "Lender" shall mean any bank, savings and loan association, insurance company, trustees of a pension trust, or any other person or entity making a loan to Lessee secured, in whole or in part, by a Trust Deed; and "Trust Deed" shall mean any deed of trust, mortgage or other security instrument imposing a first lien of Lessee's Leasehold estate and securing such loan.
- B. Lessee shall not execute or make any Trust Deeds in favor of any Lender, and shall not hypothecate or encumber Lessee's leasehold estate in and to

this PROPERTY in any manner or respect whatsoever, including without limitation allowing or creating any easements, liens, mortgages or restrictions of any kind.

16. Signage.

Lessee shall not place any signs on the PROPERTY without prior written consent of Lessor.

17. College Classroom Use.

A. As part of the consideration of this Lease:

- (1) Lessor shall upon a pre-arranged basis, rent available college classroom space to Lessee at the rate designated in paragraph B below.
- (2) Lessee shall upon a pre-arranged basis, rent its facilities to Lessor on a not to interfere basis at the rate designated in paragraph B below.
- (3) Lessor further agrees that on a pre-arranged basis, Lessee may utilize available College Conference rooms on a not to interfere basis.

B. For the first year of the Initial Term, the rate per hour per classroom shall be:

Seven and 50/100 Dollars /hr. (\$7.50/hr.)

Prior to the commencement date of each subsequent annual term, Lessor and Lessee shall agree upon the rate which will be in effect during the next annual term.

18. College Student Fees.

All students of Lessee shall purchase a special Associated Students of Irvine Valley College ("ASIVC") membership card each semester that said students are enrolled in Lessee's educational program. The cost for the special ASIVC membership card shall be equal to the standard ASIVC membership card required of College enrolled students. This card shall entitle Lessee's students to the following:

- A. Use of the College Library, including the privilege of checking out books. Notwithstanding, Lessee shall be primarily and directly responsible and liable for the payment of unpaid Library fines or lost book charges.
- B. Participation in all activities offered to ASIVC members, excluding membership in student government.
- C. Use of the College Computer Center upon payment of the College's specified materials fee. Use of the Computer Center by Lessee's students shall not interfere with the use of the Computer Center by College students or for College programs.

D. Use of College parking lots by students driving vehicles upon payment of standard College parking fees.

19. Staff Parking.

Upon payment of the standard College parking fee, members of Lessee's staff who drive vehicles may use the College parking lots.

20. Enrollment in College Instructional Programs.

Lessee's students may enroll in any College instructional program for which they are eligible upon payment of required tuition and fees.

21. Student Services.

Lessee shall at no cost to Lessor, be solely responsible for furnishing any and all admissions, counseling, housing, and other related services to its students not enrolled in College instructional programs. For students enrolled in both Lessee's and College's instructional programs, if such concurrent enrollment impacts upon the College's student services functions such as counseling, admissions, or records, the parties shall negotiate a mutually agreeable increase in the monthly rental rate for the year of impaction and subsequent annual terms. The parties shall immediately execute an amendment to this Lease stating the revised minimum monthly rental rates.

22. Advertising.

Lessee agrees to submit for pre-approval by Lessor all advertising that features or makes reference to the College.

23. Lessor's Non-Liability and Indemnity.

A. Lessor shall not be liable for any loss, damage or injury of any kind or character to any person or property, (a) arising from any use of the PROPERTY, or any part thereof, (b) caused by or arising from any act or omission of Lessee, or of any of its students, agents, employees, licensees or invitees, (c) arising from any accident on the PROPERTY or any fire or other casualty thereon, (d) occasioned by the failure of Lessee to maintain the PROPERTY in safe condition, or (e) arising from any other cause whatsoever, except as occasioned by the sole negligence of Lessor or its employees. Lessee, as a material part of the consideration of this Lease, hereby waives on its behalf all claims and demands against Lessor for any such loss, damage or injury of Lessee.

B. Lessee shall indemnify, and hold harmless Lessor and its officers and employees from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' fees, in connection with loss of life, personal injury and/or damage to PROPERTY arising from or out of any occurrence in, upon or about the PROPERTY, or the occupancy OR USE BY Lessee of the PROPERTY or any part thereof, or arising from or out of Lessee's failure to comply with any provision of this Lease, or otherwise occasioned wholly or in part by any act or omission of Lessee, its agents, representatives, employees, servants, invitees or licensees. In case Lessor shall, without fault on its part, be made a part to any litigation

commenced by or against Lessee, then Lessee shall protect and hold it harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Lessor in connection with any such litigation. Lessor may, at its option, require Lessee to assume Lessor's defense in any action covered by this section through counsel satisfactory to Lessor.

24. Insurance.

- A. All policies of insurance provided for herein shall be written as primary policies (without "contribution" or "solely" in excess of coverage carried by Lessor" provisions) with reasonable and solvent insurance companies authorized to do business in California with a policyholder's rating of "A" (Excellent) or better and a financial rating of "X" or better in Best's Insurance Reports—Fire and Casualty. Prior to the commencement of the term hereof, Lessee shall supply to Lessor (and at all times during the term of the Lease keep on file with Lessor) a true and correct copy of all such policies or a certificate of insurance accurately reflecting the coverage required hereby, together with satisfactory evidence showing that all premiums thereon have been paid, and thereafter, as additional premiums become due, Lessee shall supply Lessor with satisfactory evidence that said premiums have been paid. In the event that Lessee fails to procure, maintain and/or pay for at the times and for the durations specified in this Lease, any insurance required by this Lease, or fails to carry insurance required by law or governmental regulation, Lessor may (but without obligation to do so) at any time or from time to time, and without notice, procure such insurance and pay the premiums therefore, in which event Lessee shall repay the Lessor all sums so paid by Lessor, together with ten (10%) percent interest per annum or the maximum allowed by law, whichever is the lesser and thereon at any costs or expenses incurred by Lessor in connection therewith, within ten (10) days following Lessor's written demand to Lessee for such payment.
- B. Lessee, at its sole cost and expense, shall, during the entire term hereof, procure, pay for and keep in full force and effect: (a) comprehensive public liability and property damage insurance with respect to the PROPERTY and the operation of, or on behalf of Lessee in, on or about the PROPERTY for not less than One Million Dollars (\$1,000,000.00) combined limit per occurrence for bodily injury, death, and property damage liability; and (b) workers' compensation coverage as required by law, together with employers liability coverage and students' accident insurance.
- C. Each policy evidencing insurance required to be carried by Lessee pursuant to this Paragraph shall contain the following provisions and/or clauses: (a) a provision that such policy and the coverage evidencing thereby shall be primary and that any coverage carried by Lessor shall be non-contributing with respect to any policies carried by Lessee; (b) a provision including Lessor and any other parties in interest designated by Lessor as an additional insured; (c) a waiver by the insurer of any right to subrogation against Lessor, its agents, employees and representative which arises or might arise by reason of any payment under such policy or by reason of any act or omission of at least equal to such contested Lien indemnifying Lessor against liability for the same, and holding the PROPERTY free from the effect of such Lien or if Lessor shall request,

Lessee shall procure and record the bond provided for in the California Civil Code, or any comparable statute hereinafter enacted providing for a bond freeing the Property from the effect of such Lien.

25. Right of Entry.

Lessor or its authorized representatives may from time to time, at any reasonable hour, enter upon and inspect the PROPERTY, or any portion thereof or improvements thereon to ascertain compliance with this Lease, but without obligation to do so or liability therefore.

26. Assignment and Subletting.

Lessee will not assign, let or sublet the whole or any part of its interest in this Lease without the prior written consent of Lessor.

27. Termination.

A. At any time during the Initial Term or Additional Term then in effect, upon twelve (12) month written notice, either the Lessor or the Lessee shall have the option, in their sole discretion, to terminate this Lease in its entirety.

B. Upon the expiration of the term of this Lease, or upon the sooner termination thereof as provided for herein, Lessee shall immediately, peaceable and quietly yield up to Lessor possession of said PROPERTY in good order and condition. Unless otherwise agreed upon by and between the parties, Lessee shall remove, within a reasonable period of time not to exceed sixty (60) days following the expiration or termination of this Lease, such portable structures, foundations, personal property, equipment and improvements situated on the PROPERTY, and shall restore the PROPERTY to its original condition at Lessee's sole expense.

28. Breach.

In the event of any breach of this Lease by Lessee, Lessor shall notify Lessee in writing of such breach, and Lessee shall have thirty (30) days in which to cure said breach. Lessor may, but shall not be required to, terminate this Lease if the breach is not cured.

29. Waiver.

A. No delay or omission of Lessor to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by Lessee hereunder. The acceptance by Lessor of rent or any other payments hereunder shall not be a waiver of any preceding breach or default by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent or any other payments accepted, regardless of Lessor's knowledge of such preceding breach or default at the time of acceptance of such rent or any other payments, or a waiver of Lessor's right to exercise any remedy available to Lessor by virtue of such breach or default.

B. Any waiver by Lessor of any breach or default must be in writing and shall not be a waiver of any other breach or default concerning the same or any other provision of the Lease.

30. Notice.

Any notice required to be served hereunder shall be in writing and shall be deemed given and served upon delivery if delivered personally, or three (3) days after depositing in the United States mail, via certified or registered mail, postage pre-paid, addressed to:

Lessor: South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attention: Gary Poertner, Deputy Chancellor

Lessee: Kaplan, Inc.
Attn: Real Estate Dept., 21st Floor
888 7th Avenue
New York, NY 10106

31. California Law.

This Lease shall be construed and enforced in accordance with the laws of the State of California.

32. Entire Agreement.

This Lease, together with the attachment hereto, set forth the entire Agreement between Lessee and Lessor, and any amendment or other modification of this Lease must be in the form of a written amendment agreed upon by both parties.

33. Severability.

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, said Lessor and Lessee have caused this Lease to be executed by their duly authorized officers on the date first above written.

LESSOR:

LESSEE:

South Orange County Community College District

By _____
Signature

By _____
Signature

Gary Poertner
Print Name

Print Name

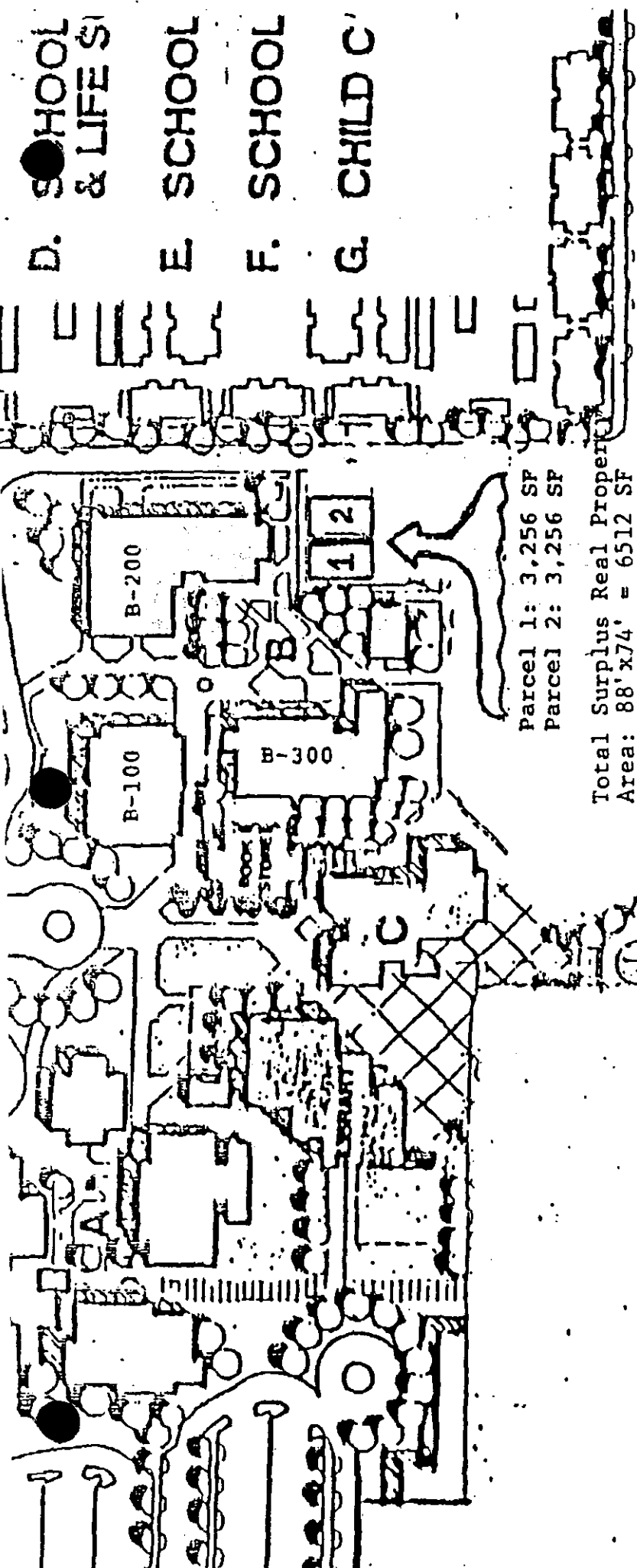
Deputy Chancellor
Title

Title

Date

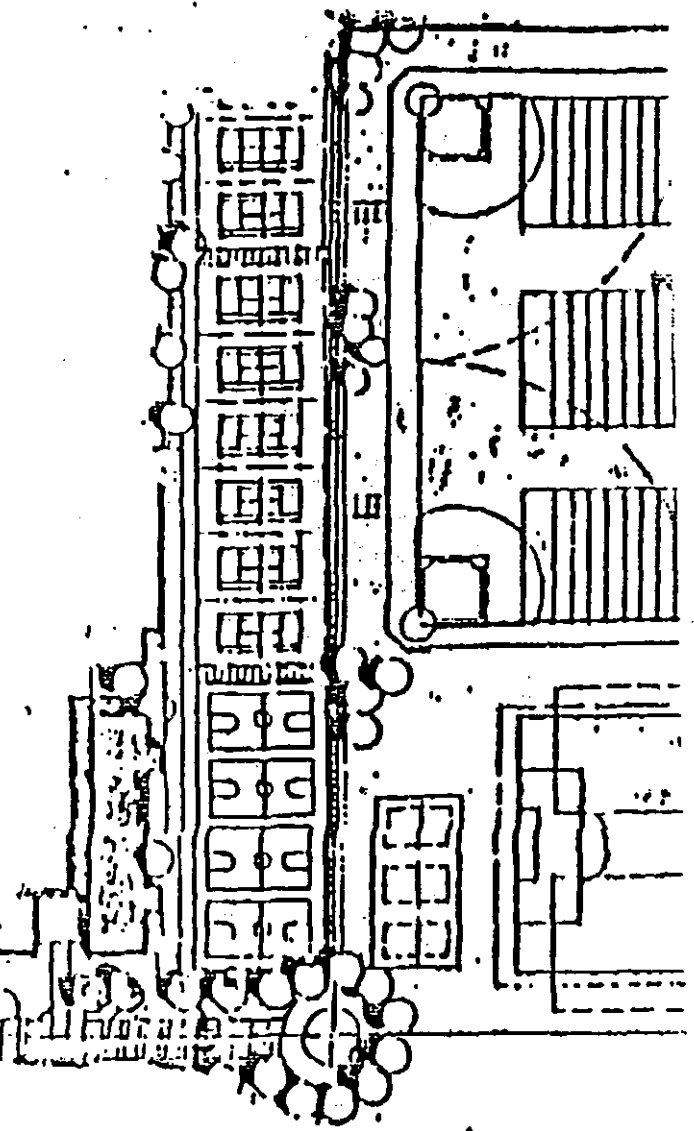
Date

D. SCHOOL & LIFE S
E SCHOOL
F. SCHOOL
G. CHILD C



Parcel 1: 3,256 SF
Parcel 2: 3,256 SF

Total Surplus Real Property
Area: 88'x74' = 6512 SF



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	14
FROM:	CHANCELLOR	DATE:	12/13/2004
SUBJECT:	SOCCCD: FISCAL AND HUMAN RESOURCES SYSTEMS REPLACEMENT CONSULTING SERVICES		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

BACKGROUND

The District has a continuing effort to improve its technology infrastructure. Our business process reengineering projects have identified significant technical limitations in our current financial and human resources systems. The District routinely contracts with vendors to provide consulting services to assist in making major changes within our technology infrastructure.

STATUS

The prior Board Agenda Item titled Fiscal and Human Resources Systems Replacement sets a timeline for this project. To meet this timeline, the evaluation and selection of new systems would need to take place between now and June 2005. In facing an important decision regarding the replacement of the financial and human resources system, the District requires assistance in evaluating and selecting replacement software. There are a limited number of truly independent consultants in the higher education market who have established a reputation for exceptional competence. The District has contracted with various consultants over the years and found Strata Information Group (SIG) to have broad and deep expertise in higher education. SIG comes highly recommended as a consulting organization that can perform this work. It is recommended that \$27,500 be set aside from basic aid funds for this purpose.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the attached consulting agreement (Exhibit A) with Strata Information Group for the purpose of providing fiscal and Human Resources System evaluation and selection services at a cost not to exceed \$27,500.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

This Agreement is made and entered into this 13 day of December, 2004 between:
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, California 92692-3635
Telephone (949) 582-4664
Requisition #

hereinafter called DISTRICT, and

(Name of Consultant): **Strata Information Group**
(Street Address): **3935 Harney Street, Suite 203**
(City, State, Zip Code): **San Diego, CA 92110**
(Telephone #): **858-270-1335**

hereinafter called CONSULTANT.

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an independent contractor specially trained to perform special services required; and

WHEREAS, the CONSULTANT is specially trained and experienced and competent to perform the special consultant services pursuant to this agreement.

The parties agree as follows:

1. The period of this Agreement shall be from 12-14-04 to 06-14-05, inclusive. The DISTRICT shall have the discretion to terminate this contract by providing CONSULTANT 30 days prior written notice.
2. The CONSULTANT shall, at times and places designated by it and acceptable to the DISTRICT perform the following services:
Consulting services to review and report on the Fiscal and Human Resources technical and functional requirements, assist in the evaluation of specific replacement options, conduct gap analyses and evaluate the soundness of underlying architectures. The written report will also evaluate the ability of the vendors under consideration to perform the required services for the District.
3. The DISTRICT shall pay the CONSULTANT **\$150.00** an hour, not to exceed **\$22,500.00** for services specified above, plus DISTRICT shall reimburse the following expenses (travel expenses) not to exceed **\$5000.00** in accordance with the South Orange County Community College District guidelines. The total contract amount is \$27,500.00
4. Upon completion of the services provided for hereof and upon a signed invoice acceptable to the DISTRICT and approved by **Allan MacDougall**, payment will be made.
5. The DISTRICT shall not be liable to the CONSULTANT for personal injury or property damage sustained by him/her in the performance of this contract, whether caused by himself/herself, the DISTRICT, its officers, agents or employees, or by any third party. CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
6. While performing service hereunder, the CONSULTANT is an independent contractor and not an officer, agent or employee of the South Orange County Community College District inclusive of Saddleback College and Irvine Valley College.
7. Neither party shall assign this Agreement or any part thereof without the written consent of the other party.

WITNESS the parties hereto the day and year first above written:

Consultant

South Orange County Community College District

Signature: _____

Signature: _____

By: _____

By: Gary Poertner

Title: Consultant

Title: Deputy Chancellor

Date: _____

Date: _____

Contact Person: Henry A. Eimstad, Partner

College Contact Person: Allan MacDougall

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	15
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT: SOCCCD: RECRUITMENT WORK PLAN AND BUDGET REQUEST			
REASON FOR BOARD CONSIDERATION: APPROVAL			

BACKGROUND

The South Orange County Community College District is dedicated to serving the educational needs of its students and the community. Both Irvine Valley College and Saddleback College best serve their constituents by providing high quality lower division, transfer, vocational, basic skills and community courses. On October 26, 2004, the Board of Trustees approved the announcement and recruitment of seventeen (17) full time faculty positions for Irvine Valley College and thirty-five (35) full time faculty positions for Saddleback College. The Human Resources department is currently recruiting for fifty-two (52) full time faculty positions and fifty-one (51) permanent classified positions plus on-going demands with resignations and retirements. The Human Resources department assessed its current budget, staffing and equipment to facilitate the current recruitment needs of the District.

STATUS

A statement of work and budget augmentation has been developed to address the heavy demand of announcement, selection and recruitment for faculty and staff current vacant positions. The statement of work is to hire 11 temporary HR Project Specialists and one HR Project Coordinator to augment the current HR staff complement and an additional request for a permanent full time HR assistant to address the continuing recruitment needs. Additional equipment, a copier and a high volume fax service, is needed to facilitate the administrative portions of the hiring procedures. The total projected budget augmentation for the temporary HR staff and equipment for a 6 month period is \$85, 911.00.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the staffing and budget augmentation request of \$85, 911.00 from Basic Aid. The one permanent assistant position will be paid from the regular HR department budget in future years.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	16
FROM:	CHANCELLOR	DATE:	12/13/2004
SUBJECT:	SOCCCD: IBM STORAGE AREA NETWORK		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

BACKGROUND

At the November 2004 meeting, the Board approved the acquisition of an IBM Storage Area Network SAN for \$183,851.00 (Item #37). This item is to correct the name of the Supplier and reduce the purchase amount reflected in the approved item.

STATUS

Agilysys, Inc. was named as the supplier from whom the equipment would be purchased. Agilysys is a consultant who worked with District IT to identify the needed components contained in the solution. The supplier working in conjunction with Agilysys, Inc. is Direct Systems Support, Inc. The SAN components are being purchased from Direct Systems Support, Inc. under CMAS contract # 3-04-70-0374C which contract was correctly reflected in the item approved in November.

The cost of this procurement has been reduced by \$38,107.83 to \$145,833.17 as a consequence of further refinement of the solution and elimination of unneeded components.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve these changes to correctly identify the supplier as Direct Systems Support, Inc. and reduce the contract amount to \$145,833.17.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote :

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	17
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	SOCCCD: HEALTH SCIENCES BUILDING: APPROVAL OF CHANGE ORDER REQUESTS		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

BACKGROUND

On April 28, 2003, the Board of Trustees hired C. W. Driver for the management of multiple prime contracts for the construction of the Health Sciences building at Saddleback College. Twenty-seven (27) trade contracts have been approved to date for a combined amount of \$11,816,875. Previously approved change orders increased that amount by \$133,948 for a revised total contract amount of \$11,950,823.

STATUS

EXHIBIT A describes required modifications contained in Change Order Requests (COR) numbers 73, 74, 79, 82, 83, and 84. Approval of these COR's will result in an increase of Forty-one Thousand Nine Hundred Sixty-nine and No/ Dollars (\$41,969.00) in the total project cost and the individual trade contracts will be impacted as shown on EXHIBIT B. Funds are available in the project account.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve COR's Nos. 73, 74, 79, 82, 83, and 84 for the Health Sciences building at Saddleback College, as described in EXHIBITS A and B, and authorize staff to execute the corresponding change orders with each of the trade contractors involved which will result in an increase of Forty-one Thousand Nine Hundred Sixty-nine and No/ Dollars (\$41,969.00) in the total project cost.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

**HEALTH SCIENCES BUILDING
AT SADDLEBACK COLLEGE**

EXHIBIT A

December 13, 2004

73	11/12/2004	Replace card readers at eleven doors to make them compatible with cards currently used by Saddleback College. Replace readers control system accordingly.	District	PP	0	\$21,695.00
74	11/3/2004	Provide outdoor rated motors for pumps located in emergency generator enclosure.	Architect	PP	0	\$3,051.00
79	11/15/2004	Add doors and locks to close open shelving in nursing skills lab.	District	PP	0	\$2,999.00
82	11/17/2004	Provide and install 2 power strips for lecterns in rooms 207 and 208 (\$208). Labor to install two new cameras in rooms 207 and 208 (\$90) Relocate projectors and screens in rooms 207 and 207 to allow clear vision of plasma screens (\$2,113)	District	PP	0	\$2,411.00
83	11/29/2004	Replace circuit breakers stolen from job site on July 27,2004. Cost of replacement is less than insurance deductible.	District	ATP	0	\$3,071.00
84	11/29/2004	To allow for site grading at new (lower) elevation, remove existing phone and date lines for RHOC building and site lighting conduits and wiring and relocate in deeper trenches	Architect	PP	0	\$8,742.00
TOTAL THESE CHANGE ORDER REQUESTS					0	\$41,969.00

ATP = Authorized to Proceed
NCP = No Change in Price
PP = Price Proposal
CP = Credit Proposal
TM = Time and Material

**HEALTH SCIENCES BUILDING
AT SADDLEBACK COLLEGE
CHANGE ORDER REQUEST APPROVAL
November 16, 2004**

Pack.	Bid Package Description	Contract Amount	Previously Apprd COR	COR #73	COR #74	COR #79	COR #82	COR #83	COR #84	Revised Amount
A	Earthwork / Site Clearing/ Demolition	\$231,700	\$23,000							\$254,700
B	Electrical / Telephone Relocation	\$193,700	\$11,928							\$205,628
C	Cast in Place Concrete Piles	\$345,000								\$345,000
D	Asphalt Paving	\$39,620	\$4,800							\$44,420
E	Landscape/ Irrigation	\$179,900	\$4,117							\$184,017
F	Structural Concrete/ Site Concrete/	\$1,190,000	\$22,596							\$1,212,596
G	Masonry /CMU	\$218,880	-\$2,679							\$216,201
H	Structural Steel / Misc Steel / Steel	\$1,599,200	\$8,988							\$1,608,188
J	Interior Architectural Woodwork	\$410,310	-\$88,872			\$2,999				\$324,437
K	Roofing / Waterproofing	\$141,690								\$141,690
L	Sheet Metal / Expansion Joints &	\$67,071	\$757							\$67,828
M	Glass and Glazing	\$500,000	\$2,522							\$502,522
N	Clay Tile Wall Cladding System	\$387,650	-\$86,600							\$301,050
O	Framing / Plaster / Drywall / Insulation /	\$1,521,843	\$44,733							\$1,566,576
P	Ceramic Tile	\$126,300	\$12,692							\$138,992
Q	Acoustical Ceilings / Window Shades	\$192,665	\$13,596							\$206,261
S	Resilient Flooring and Carpeting	\$162,769	-\$175							\$162,594
T	Painting	\$135,730	-\$14,554							\$121,176
U	Track/ Marker/ Chalk Boards	\$46,515	-\$8,974							\$37,541
W	Toilet Partitions / Toilet Accessories	\$33,479	\$6,253							\$39,732
Y	Operable Partitions	\$58,163								\$58,163
Z	Elevator	\$98,425								\$98,425
AA	Fire Sprinklers	\$129,372	-\$14,372							\$115,000
BB	Plumbing / Site Utilities	\$376,280	\$16,110							\$392,390
CC	Heating, Ventilation and Air	\$1,292,400	\$16,081		\$3,051					\$1,311,532
DD	Electrical / Fire Alarm / Low Voltage	\$1,844,500	\$131,881	\$21,695				\$3,071	\$8,742	\$2,009,889
EE	Audio Visual Installation & Equipment	\$293,713	\$15,125				\$2,411			\$311,249
	B & D Granite		\$14,995							\$14,995
		\$11,816,875	\$11,950,823	\$21,695	\$3,051	\$2,999	\$2,411	\$3,071	\$8,742	\$11,992,792

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	18
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	SOCCCD: FOUNDATION FOR SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BYLAWS		
REASON FOR BOARD CONSIDERATION:	APPROVAL:		

BACKGROUND

From time to time, the foundations review bylaws for currency and possible revision.

STATUS

The bylaws for the Foundation for South Orange County Community College District (the "Foundation") have been reviewed by legal counsel. Legal counsel has prepared amended and restated bylaws to bring them into compliance with current federal and state regulations. The amended and restated bylaws have been approved by the Foundation's Board subject to approval by the South Orange County Community College District Board of Trustees.

The Foundation's amended and restated bylaws provide that the number of directors for the Foundation will be between five (5) and nine (9), with the exact number of directors to be fixed by the Foundation Board. The Foundation's amended and restated bylaws also provide that a majority of the Foundation's Board of Directors shall be appointed by the South Orange County Community College District Board of Trustees. The Foundation's Board has determined that the exact number of directors of the Foundation shall be seven (7). Therefore, the Board of Trustees of the South Orange County Community College District is asked to appoint the following four persons to serve as directors of the Foundation to include the Chancellor who serves ex-officio as President, the Deputy Chancellor who serves ex-officio as Treasurer, the President of Saddleback College who serves as ex-officio as Secretary, and the President of Irvine Valley College.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the amended and restated bylaws for the Foundation for South Orange County Community College District (Exhibit A). Furthermore, the Chancellor recommends that the Board of Trustees appoint the following four persons to serve as directors of the Foundation: the Chancellor to serve ex-officio as President, the Deputy Chancellor to serve ex-officio as Treasurer, the President of Saddleback College to serve ex-officio as Secretary, and the President of Irvine Valley College. Such persons shall commence their term as directors of the Foundation as of the end of the next meeting of the Foundation Board.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

BYLAWS

OF

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT A California Nonprofit Public Benefit Corporation

ARTICLE I NAME AND OFFICES

Section 1 Name. The name of this corporation is the Foundation for South Orange County Community College District (the "Foundation"). It exists as an auxiliary organization of the South Orange County Community College District.

Section 2 Principal Office. The principal office for the transaction of the activities and affairs of the corporation is located at 28000 Marguerite Parkway, Mission Viejo, California. The board of directors may change the location of the principal office of the corporation to any place within the State of California.

Section 3 Other Offices. The board of directors may at any time establish branch or subordinate offices at any place the corporation is qualified to conduct its activities.

ARTICLE II PURPOSES AND LIMITATIONS

Section 1 General Purposes. This corporation is a nonprofit public benefit corporation organized under the Nonprofit Public Benefit Corporation Law for public or charitable purposes. This corporation is not organized for the private gain of any person. The Foundation shall at all times be operated consistent with the policies of the South Orange County Community College District.

Section 2 Specific Purposes. Within the context of the general purposes stated above, this corporation is organized and at all times hereafter shall be operated exclusively to benefit the South Orange County Community College District (the "District"), its students and the community of which it is a part, in the following manner:

- (a) Serve as a vehicle for encouraging and receiving private supplemental funds to support programs and activities at the District and its colleges.
- (b) Participate in the organization and definition of fundraising activities and development of resources to benefit the District and its colleges;
- (c) Conduct periodic campaigns for gifts and contributions and receive gifts, bequests and donations to distribute or invest such funds for the benefit and advancement of the District and its colleges;

- (d) Solicit and provide scholarships for deserving students at the District colleges;
- (e) Assist the District colleges by providing funds for capital improvements;
- (f) Assist in building and maintaining a positive image of the District and its colleges by (i) serving as "ambassadors of good will" for the District; and (ii) sponsoring activities which allow for special recognition of deserving students, faculty and staff.
- (g) Otherwise assisting and supporting the District in the attainment of education, cultural and scientific goals.

This corporation shall be operated in connection with the District as specified in Internal Revenue Code section 509(a)(3).

Section 3 Limitations.

- (a) This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law, or (b) by a corporation, contributions to which are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States internal revenue law.
- (b) No substantial part of the activities of this corporation shall consist of lobbying or propaganda or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code of 1986, and the corporation shall not participate or intervene (including publishing or distributing statements) in any political campaign on behalf of or in opposition to any candidate for public office except as provided in such Section 501(h).
- (c) The property of this corporation is irrevocably dedicated to the purposes set forth above. No part of the earnings of this corporation shall ever inure to the benefit of any directors or officers of this corporation or to the benefit of any private person.
- (d) Upon the dissolution and winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to the South Orange County Community College District, which is an organization described in Internal Revenue Code section 170(b)(1)(A) or 501(c)(3). If the District shall cease to be an organization described in Internal

Revenue Code section 170(b)(1)(A) or 501(c)(3), the directors of this corporation shall designate a publicly supported educational or charitable organization as described in Internal Revenue Code sections 170(b)(1)(A) or 501(c)(3), in substitution for the District, for purposes of the articles of incorporation and these bylaws.

ARTICLE III MEMBERSHIP

Section 1 Corporation Without Members. The corporation shall have no members.

ARTICLE IV BOARD OF DIRECTORS

Section 1 Number of Directors. The Foundation shall have a board of Directors of between five (5) and nine (9) as determined by resolution of the Board of Directors.

Section 2 General Powers.

- (a) General Powers. Subject to the provisions of the California Nonprofit Public Benefit Corporation Law and subject to any limitations in the articles of incorporation and these bylaws, the corporation's activities and affairs shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors. The board may delegate the management of the activities of the corporation to any person or persons, management company, or committee however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the board.
- (b) Specified Powers. Without prejudice to such general powers, but subject to the same limitations, the board of directors shall have the power and authority to:
 - (1) Except as otherwise provided in these bylaws, approve any action which would otherwise be required to be approved by members if this corporation had members.
 - (2) Appoint and remove all officers, agents, and employees of the corporation; prescribe such powers and duties for them as may not be inconsistent with law, with the articles of incorporation or with these bylaws; fix their compensation; and require from them security for faithful service.
 - (3) Change the principal executive office or the principal business office in California from one location to another; cause the corporation to be qualified to do business in any other state, territory, dependency, or foreign country; and conduct business within or outside California.
 - (4) Adopt, make and use a corporate seal and alter the form of such seal.

- (5) Borrow money and incur indebtedness on behalf of the corporation and cause to be executed and delivered for the corporation's purposes and in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities for such consideration; provided, however, that no loan shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors.

Section 3 Term of Office. All of the Directors of the corporation shall serve one (1) year terms, and may, if reappointed, serve consecutive terms.

Section 4 Election of Directors. A majority of the directors shall be appointed by the District. Successors to the directors who are not appointed by the District shall be elected by a majority of the directors then in office at the annual meeting of the board of directors. Each director shall hold office for their full term of office as set forth in Section 3 of this Article and until a successor has been elected or appointed and qualified unless he or she has resigned or been removed or his or her office has been declared vacant in the manner provided in these bylaws.

Section 5 Voting. Each member of the board of directors shall have one vote. There shall be no proxy voting permitted for the transaction of any of the business of this corporation.

Section 6 Resignation of Directors. Except as provided below, any director may resign from the board at any time by giving written notice to the president, secretary or chief financial officer of the corporation and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Notwithstanding the above, except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 7 Removal of Directors. A director may be removed from office without cause by a majority vote of the total number of voting directors then in office.

Section 8 Restriction on Interested Persons as Directors. Notwithstanding any other provision of this Article IV, no more than 49 percent of the persons serving on the board may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of the provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the corporation.

Section 9 Compensation of Directors. Directors may not receive compensation for their services as directors, but may receive such reimbursement of expenses as may be fixed or determined by resolution of the board of directors.

Section 10 Inspection by Directors. Each director shall have the right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the corporation for a purpose reasonably related to such person's interest as a director. The right of inspection includes the right to copy and make extracts of documents.

Section 11 Vacancies. A vacancy in a director position because of removal, death, resignation or otherwise shall be filled in the same manner as the former occupant of the position was selected. Any person designated to fill a vacancy on the board of directors shall hold office for the unexpired term of his or her predecessor in office, subject to the power of removal contained herein.

Section 12 Attendance at Meetings. Directors shall be expected to attend all Board meetings. After three (3) consecutive unexcused absences, the Board Chair shall notify the Executive Committee of excessive absences. The Executive Committee shall recommend appropriate action on a case-by-case basis, which action may be taken by the Board in its discretion, under terms consistent with these bylaws.

ARTICLE V MEETINGS OF THE BOARD OF DIRECTORS

Section 1 Place of Meetings. Meetings of the board of directors shall be held at any place within this State which has been designated from time to time by resolution of the board. In the absence of such designation, meetings shall be held at the principal office of this corporation.

Section 2 Annual Meeting. The board of directors shall hold an annual meeting, at such time as shall be fixed by the board of directors, for the purpose of organization, election of officers and transaction of other business.

Section 3 Regular Meeting. Other regular meetings of the board of directors shall be held at such time as shall from time to time be fixed by the board of directors.

Section 4 Special Meetings. Special meetings of the board of directors for any purpose or purposes may be called at any time the chairperson of the board, if any, the president, any vice president, the secretary, or any two directors, to be held at such time and place as shall be designated in the notice of meeting.

Section 5 Notice of Meeting. Notice of the time and place of special meetings of the board of directors shall be given by written notice delivered personally or sent by mail or e-mail or facsimile to each director at his or her address as shown on the records of the corporation. If mailed, such notice shall be deposited in the United States mail at least four (4) days before the date set for the meeting, in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by e-mail or facsimile, such notice shall be sent at least forty-eight (48) hours before the time set for the meeting. The business to be transacted at any special meeting of the board shall be specified in the notice. If and when California Government Code sections 54950 et. seq. (the "Brown Act") shall apply to any meeting held by the Foundation, the Foundation shall comply with the requirements of the Brown Act.

Section 6 Quorum and Manner of Acting. A majority of the total number of directors in office shall constitute a quorum of the board of directors for the transaction of business. Every act or decision done or made by a majority of the directors present at a meeting at which a quorum is present shall be regarded as the act of the board of directors, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to (a) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (b) approval of certain transactions between corporations having common directorships, (c) creation of and appointments to committees of the Board, and (d) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of a director or directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 7 Adjournment and Notice of Adjourned Meeting. Notwithstanding section 6, above, a majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than 24 hours. If the original meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the directors who were not present at the time of the adjournment.

Section 8 Minutes of Meetings and Conduct. Regular minutes of the proceedings of the board of directors shall be kept in a book provided for that purpose. The board of directors may adopt its own rules of procedure insofar as such rules are not inconsistent with, or in conflict with, these bylaws, the articles of incorporation of the corporation or with the law.

Section 9 Brown Act. Board meetings shall be conducted in accordance with the Ralph M. Brown Act, commencing at section 54950 et. seq. of the Government Code.

Section 10 Conflict of Interest. No member of the Board shall be financially interested in any contract or other transaction entered into by the Board that is not in accordance with the conflict of interest provisions set forth in Education Code Sections 72670-72682. The following relationships are specifically deemed not permissible:

- (a) Any contract, other than an employment contract, directly between the Foundation and a Board member.
- (b) Any contract between the Foundation and a partnership or unincorporated association in which a Board member is a partner, or owner, or holder, directly or indirectly, or a proprietorship interest.
- (c) Any contract between the Foundation and a for-profit corporation in which a Board member is the owner or holder, directly or indirectly, of 5 percent or more of the outstanding common stock.

- (d) Any contract in which a Board member is interested, and without first disclosing such interest to the Board at a public meeting, influences or attempts to influence one or more Board to enter into the contract.

ARTICLE VI OFFICERS

Section 1 Officers. The officers of the corporation shall be a president, a secretary and a chief financial officer. The President shall be the Chancellor of the District and shall hold his office as an ex-officio of the District. The Secretary shall be the President of Saddleback College and shall hold his office as an ex-officio of the District. The Chief Financial Officer shall be the Deputy Chancellor and shall hold his office as an ex-officio of the District. The corporation may also have, at the discretion of the board of directors, a chairperson of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant chief financial officers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article VI. Any two or more offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as either the president or the chairperson of the board.

Section 2 Election. The officers of the corporation, except for any ex-officio officers and such officers as may be appointed in accordance with the provisions of Section 3 of this Article, shall be elected by the board of directors, and each shall serve for a three (3) year term at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

Section 3 Other Officers. The board of directors may appoint and may authorize the president or other officers to appoint such other officers as the business of the corporation may require, including an executive director to manage the day-to-day actions of the corporation. Each officer so appointed shall hold office for such period and have such authority and perform such duties as are provided in these bylaws or as the board of directors may from time to time determine.

Section 4 Removal of Officers. Any officer appointed by the board of directors may be removed at any time, with or without cause or notice, by the board of directors. Subordinate officers appointed by persons other than the Board under Section 3 of this Article VI may be removed at any time, with or without cause or notice, by the board of directors or by the officer by whom appointed. Officers may be employed for a specified term under a contract of employment if authorized by the board of directors; such officers may be removed from office at any time under this section and shall have no claim against the corporation or individual officers or board members because of the removal except any right to monetary compensation to which the officer may be entitled under the contract of employment.

Section 5 Resignation of Officers. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified in such notice; and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective. Any

such resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 6 Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

Section 7 Responsibilities of Officers.

- (a) Chairperson of the Board. The chairperson of the board, if such an officer be elected, shall, if present, preside at all meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the board of directors or prescribed by the bylaws. If there is no president, the chairperson of the board shall in addition be the chief executive officer of the corporation and shall have the powers and duties of the president as prescribed in these bylaws.
- (b) President/Chief Executive Officer. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairperson of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction and control of the activities and the officers of the corporation. He or she shall preside, in the absence of the chairperson of the board or if there be none, at all meetings of the board of directors. He or she shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the board of directors or these bylaws.
- (c) Vice President. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president. When so acting, a vice president shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws, the president or the chairperson of the board.
- (d) Secretary.
 - (1) Minutes. The secretary shall keep or cause to be kept, at the principal executive office or such other place as the board of directors may order, a book of minutes of all meetings, proceedings and actions of directors and committees of directors. The minutes of each meeting shall state the time and place the meeting was held; whether it was annual, regular or special; if special, how it was called or authorized; the names of those present at board and committee meetings; and an accurate account of the proceedings. If the secretary is unable to be present, the secretary or the

presiding officer of the meeting shall designate another person to take the minutes of the meeting. The secretary shall keep or cause to be kept, at the principal office in California, a copy of the articles of incorporation and bylaws, as amended to date.

- (2) Notices, Seal, and Other Duties. The secretary shall give, or cause to be given, notice of all meetings of the members, the board of directors and committees of the board of directors required by these bylaws to be given. In case of the absence or disability of the secretary, or his or her refusal or neglect to act, such notices may be provided by the president, or by the vice president, if any, or by any person authorized by the president or by any vice president, or by the board of directors. The secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the board or the bylaws may prescribe.

(e) Chief Financial Officer.

- (1) Books of Account. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account of the properties and transactions of the corporation. The chief financial officer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these bylaws or by the board. The books of account shall at all reasonable times be open to inspection by any director.
- (2) Deposit and Disbursement of Money. The chief financial officer shall deposit, or cause to be deposited, all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors. He or she shall disburse the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all of his transactions as chief financial officer and of the financial condition of the corporation, and shall have other powers and perform such other duties as may be prescribed by the board of directors or the bylaws. If so required by the board of directors, the chief financial officer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety as the board of directors shall deem appropriate. The chief financial officer shall submit such annual reports to the board of directors as required by law or as directed by the board of directors.

ARTICLE VII
INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER AGENTS

Section 1 Right of Indemnity. To the fullest extent permitted by law, the corporation shall indemnify its directors, officers, employees, and other persons described in Section 5238(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and

reasonably incurred by them in connection with any "proceeding," as that term is used in that Section, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in these bylaws, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

Section 2 Approval of Indemnity. On written request to the board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the board shall promptly determine under Section 5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the board shall authorize indemnification.

Section 3 Advancement of Expenses. To the fullest extent permitted by law and except as otherwise determined by the board in a specific instance, expenses incurred by a person seeking indemnification under these bylaws in defending any proceeding covered by those Sections shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the corporation for those expenses.

Section 4 Insurance. The board shall have the right to authorize and direct the officers of the corporation to cause the corporation to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, against any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising out of the officer's, director's employee's or agent's status as such.

ARTICLE VIII RECORDS AND REPORTS

Section 1 Maintenance of Corporate Records. The board shall cause the appropriate officers of the corporation to keep:

- (a) Adequate and correct books and records of account;
- (b) Written minutes of the proceedings of the board and committees of the board; and
- (c) A record of each director's name and address.

Section 2 Maintenance and Inspection of Articles and Bylaws. The secretary shall keep at the corporation's principal office the original or a copy of the articles of incorporation and bylaws as amended to date.

Section 3 Annual Report. The board shall cause an annual report to be sent to directors within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail, for the fiscal year:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;

- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes;
- (d) The expenses or disbursements of the corporation for both general and restricted purposes; and
- (e) Any other information required by these bylaws.

If the income statements and balance sheets referred to in this section have not been audited, they shall be accompanied by the report of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

This requirement of an annual report shall not apply if the corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished to any director who requests it in writing.

Section 4 Annual Statement of Certain Transactions and Indemnifications. As part of the annual report to all directors, or as a separate document if no annual report is issued, the board shall cause to be annually prepared and mailed or delivered to each director a statement of any transaction or indemnification of the following kind within 120 days after the end of the corporation's fiscal year:

- (a) Any transaction (i) in which the corporation or its parent or subsidiary was a party, (ii) in which an "interested person" has a direct or indirect material financial interest, and (iii) which involved more than \$50,000, or was one of a number of transactions with the same interested person involving, in the aggregate, more than \$50,000.
- (b) Any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation under Section VII of these bylaws, unless that indemnification has already been approved by the directors under Section 5238(e) of the California Corporations Code.

For this purpose, an "interested person" is any director or officer of the corporation, its parent or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest; provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE IX GENERAL CORPORATE MATTERS

Section 1 Checks, Drafts, Evidences of Indebtedness. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or

payable to the corporation shall be signed or endorsed by the chief financial officer and the president, or such other officers of the corporation, and in such manner, as shall be determined by resolution of the board of directors.

Section 2 Contracts. The board of directors, except as the bylaws otherwise provided, may authorize any officer or officers or agent or agents to enter into any contract or execute any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to one or more specific matters. Unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 3 Loans and Borrowing. The board of directors shall not cause the corporation to make any loan of money or property to or guarantee the obligation of any director or officer unless approved by the Attorney General. No loan shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors.

Section 4 Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

Section 5 Gifts. The board of directors may at their discretion accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purposes or for any specific purpose of the corporation.

ARTICLE X MISCELLANEOUS

Section 1 Fiscal Year. The fiscal year of the corporation shall end on the last day of June in each year unless otherwise determined by resolution of the board of directors.

Section 2 Rules. The board of directors may adopt, amend, or repeal rules not inconsistent with these bylaws for the management of the internal affairs of the corporation and the governance of its officers, agents, committees, and employees.

Section 3 Corporate Seal. The board of directors may provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation, the date of its incorporation, and the word "*California*".

Section 4 Waiver of Notice. Whenever any notices are required to be given under the provisions of the Nonprofit Corporation Act of the state of California, or under the provisions of the articles of incorporation of the corporation, or these bylaws, a waiver thereof in writing signed by the persons entitled to such notice, whether dated before or after the time such notices are required to be given, to the extent permitted by law, shall be deemed equivalent to the giving of such notice.

**ARTICLE XI
AMENDMENT TO BYLAWS**

Section 1 Amendment to Bylaws. These bylaws may be amended at any regular meeting of the board of directors by a majority vote of the board of directors; provided, however, that if any provision of these bylaws requires the vote of a larger proportion of the board than is otherwise required by law, that provision may not be altered, amended, or repealed except by that greater vote.

CERTIFICATE OF SECRETARY

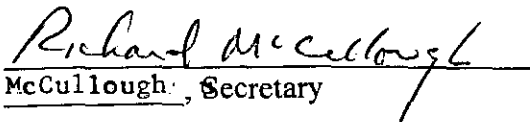
I, the undersigned, do hereby certify that:

1. I am the duly elected and acting secretary of the South Orange County Community College District, a California nonprofit public benefit corporation.

2. The bylaws to which this certificate is attached, comprising 12 pages, constitute the bylaws of such corporation as duly adopted by the board of directors of this corporation at a meeting of such board on November 24, 2004.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Dated: Nov. 24, 2004


Richard McCullough, Secretary

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

FOUNDATION FOR SADDLEBACK COMMUNITY COLLEGE DISTRICT

The undersigned certify that:

1. They are the president and the secretary, respectively, of the Foundation for Saddleback Community College District, a California nonprofit public benefit corporation.
2. The corporation has no members.
3. The foregoing Amended and Restated Articles of Incorporation has been duly approved by the board of directors.
4. The Articles of Incorporation of this corporation are amended and restated to read as follows:

ARTICLE I

NAME

The name of this corporation is:

Foundation for the South Orange County Community College District

ARTICLE II

CORPORATE STATUS

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for public and charitable purposes.

ARTICLE III

PURPOSES

This corporation is organized exclusively for public and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 as amended. This corporation is organized, and at all times hereafter, shall be operated exclusively in connection with the South Orange County Community College District pursuant to Section 509(a)(3) of the Internal Revenue Code of 1986 as amended. The public and charitable purposes for which this corporation is organized and will be operated are to further the educational purposes of the South Orange County Community College District.

ARTICLE IV

POWERS

This corporation shall have such powers as are now or may hereafter be granted by the Nonprofit Public Benefit Corporation Law of the State of California, and the California Education Code Sections 72670-72682, except as limited by the provisions of these Articles of Incorporation or its Bylaws.

ARTICLE V

EXEMPT STATUS AND LIMITATIONS ON ACTIVITIES

No substantial part of the activities of this corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, nor shall this corporation participate in or intervene in any political campaign (including publishing or distributing of statements) on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, this corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 as amended or (b) by a corporation contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 as amended.

ARTICLE VI

AGENT FOR SERVICE OF PROCESS

The name and address of the agent of this corporation for service of process are:

Gary Poertner
28000 Marguerite Parkway
Mission Viejo, California 92692-3635

ARTICLE VII

DIRECTORS

The number of Directors, their qualifications, powers, duties, terms of office, manner of removal and filling vacancies on the Board, and the manner of calling and holding meetings of Directors, shall be as stated in the Bylaws.

ARTICLE VIII

MEMBERS

This corporation shall have no members.

ARTICLE IX

VOTING

Each member of the Board of Directors shall have one vote. There shall be no proxy voting permitted for the transaction of any of the business of this corporation.

ARTICLE X

IRREVOCABLE DEDICATION AND DISSOLUTION

The property of this corporation is irrevocably dedicated to the public and charitable purposes set forth in Article III, and no part of the net income or assets of this corporation shall ever inure to the benefit of any private person. Upon dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to the South Orange County Community College District.

ARTICLE XI

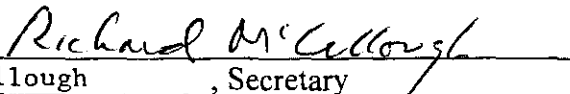
AMENDMENT

The Articles of Incorporation of this corporation shall be amended only by the vote of a majority of the total voting membership of the Board of Directors.”

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Date: November 24, 2004


Raghu P. Mathur, President


Richard McCullough, Secretary

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	19
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	SOCCCD: TRANSFER OF BUDGET APPROPRIATIONS		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

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 approve, 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 Transfers of Budget Appropriations delineated on EXHIBIT A are presented for approval.

RECOMMENDATION

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

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

South Orange County Community College District

Transfer of Budget Appropriations

Journal Number	Account	Description	From	To	
BT05-00276	96-7900-D-M01-4-036-000-0000	CONTINGENC: ASG OFFICE	\$300.00	\$300.00	
	96-4730-D-M01-4-036-000-0000	HOST EXP: ASG OFFICE		\$300.00	
			<u>\$300.00</u>	<u>\$300.00</u>	
BT05-00278	96-7900-D-M01-4-036-000-0000	CONTINGENC: ASG OFFICE	\$1,500.00	\$1,500.00	
	96-4600-D-M38-4-036-000-0000	NINSTR SUP: SPECIALTY TICKETS		\$1,500.00	
			<u>\$1,500.00</u>	<u>\$1,500.00</u>	
BT05-00279	01-4600-2-046-1-024-094-6440	NON-INSTR SUPPLIES & MATERIALS: Student Health Services	\$6,293.00	\$6,293.00	
	01-6411-2-046-1-024-094-6440	NEW EQUIP TECHNOLOGY: Student Health Services		\$6,293.00	
			<u>\$6,293.00</u>	<u>\$6,293.00</u>	
BT05-00290	01-2483-1-024-4-035-075-6420	HR INSTR STRM SAL: DspS	\$7,000.00	\$1,500.00	
	01-6412-1-024-4-035-075-6420	SOFTWARE: DSPS		\$3,000.00	
	01-6410-1-024-4-035-075-6420	NEW EQUIPMENT: DspS		\$1,500.00	
	01-4300-1-024-4-035-075-6420	INSTR SUPPLY: DspS		\$1,000.00	
	01-4600-1-024-4-035-075-6420	NON-INSTR SUPPLIES & MATERIALS: DSPS		\$7,000.00	
			<u>\$7,000.00</u>	<u>\$7,000.00</u>	
BT05-00296	01-5840-1-021-4-026-083-6460	POSTAGE: Student Financial Aid Admin	\$2,592.00	\$2,592.00	
	01-5830-1-021-4-026-083-6460	ADVERTISING: Student Financial Aid Admin	\$21,510.00	\$13,510.00	
	01-5651-1-021-4-026-083-6460	MAINT AGREEMNT: Student Financial Aid Admin	\$1,283.00	\$1,283.00	
	01-6411-1-021-4-026-083-6460	NEW EQUIP TECHNOLOGY: Student Financial Aid Admin		\$3,000.00	
	01-2383-1-021-4-026-083-6460	HR SHORTERM SAL: Student Financial Aid Admin		\$2,000.00	
	01-5999-1-021-4-026-083-6460	BALANCING ACCOUNT: Student Financial Aid Admin		\$3,000.00	
	01-3220-1-021-4-026-083-6460	PERS NON-INSTR STAFF: Student Financial Aid Admin		\$1,000.00	
	01-3320-1-021-4-026-083-6460	OASDI NINST CLSSF: Student Financial Aid Admin		\$500.00	
	01-3360-1-021-4-026-083-6460	MEDIC NINST EMPLY: Student Financial Aid Admin		\$1,500.00	
	01-3520-1-021-4-026-083-6460	UNEMP NINST STAFF: Student Financial Aid Admin		\$1,500.00	
	01-3620-1-021-4-026-083-6460	WCOMP NON-INSTRUCTIONAL: Student Financial Aid Admin		\$25,385.00	
				<u>\$25,385.00</u>	<u>\$25,385.00</u>

Journal Number	Account	Description	From	To
BT05-00314	01-6120-0-000-1-021-080-6510	SITE (CNTRCT SRV): Building Maintenace & Repairs CONTRACT SERVICES: Physical Plant:bldg Maint	\$10,600.00	
	01-5811-0-000-1-021-080-6510			\$10,600.00
			<u>\$10,600.00</u>	<u>\$10,600.00</u>
BT05-00319	01-6411-1-006-1-052-004-0201	NEW EQUIP TECHNOLOGY: Architecture CONTRACT SERVICES: Architecture	\$13,706.00	
	01-5811-1-006-1-052-004-0201			\$13,706.00
			<u>\$13,706.00</u>	<u>\$13,706.00</u>
BT05-00343	40-7900-1-488-7-081-000-7100	CONTINGENCY: Property & Facilities Develmt CONTRACT SERVICES: Property & Facilities Develmt	\$10,000.00	
	40-5811-1-488-7-081-000-7100			\$10,000.00
			<u>\$10,000.00</u>	<u>\$10,000.00</u>
BT05-00359	01-4344-0-000-4-025-068-4900	INSTR FEE-BASED SUPPLIES: Interdisciplinary Studies HR INSTR STRM SAL: Learning Centers	\$15,000.00	
	01-2483-0-000-4-041-085-6110			\$15,000.00
			<u>\$15,000.00</u>	<u>\$15,000.00</u>
BT05-00366	res 01-1415-0-000-4-022-000-6620	HR NCLSRM FAC STI: Executive College Admin(Pres & Vice P HR CLSSRM FAC PT: Wfch Tba INSTR CL STIPENDS: Executive College Admin(Pres & Vice P	\$3,267.00	
	01-1313-0-000-4-022-099-3901			\$4,806.00
	res 01-2455-0-000-4-022-000-6620			\$8,073.00
			<u>\$8,073.00</u>	<u>\$8,073.00</u>
TOTAL			\$97,857.00	\$97,857.00

Recommended for Ratification

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

Saddleback College

Journal Number	BT05-00280	BT05-00301	BT05-00323	BT05-00342	BT05-00355	BT05-00369
	BT05-00284	BT05-00315	BT05-00330	BT05-00345	BT05-00356	
	BT05-00285	BT05-00316	BT05-00332	BT05-00347	BT05-00361	
	BT05-00286	BT05-00317	BT05-00333	BT05-00349	BT05-00362	
	BT05-00293	BT05-00320	BT05-00334	BT05-00352	BT05-00363	

Irvine Valley College

Journal Number	BT05-00274	BT05-00305	BT05-00329
	BT05-00283	BT05-00325	BT05-00367
	BT05-00292	BT05-00327	BT05-00368
	BT05-00297	BT05-00328	BT05-00370

District Services

Journal Number	BT05-00294
	BT05-00295
	BT05-00310

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	20
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	SOCCCD: BUDGET AMENDMENT: ADOPT RESOLUTION NO. 04-37 TO AMEND 2004-05 RESTRICTED GENERAL AND CHILD DEVELOPMENT FUNDS		
REASON FOR BOARD CONSIDERATION:	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 which was unknown at the time of the adoption of the final budget.

STATUS

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

VTEA Title II Tech-Prep Project at Saddleback College	-\$13,200
Matriculation (Non-Credit) Program at Saddleback College	\$32,926
Matriculation (Credit) Program at Saddleback College	\$53,271
Disabled Student Program and Services Grant for Saddleback College	\$142,621
California Articulation Number System (CAN) Grant for Irvine Valley College	\$250
Specialty Nurse Training NWI at Saddleback College	\$2,000
Total Increase to General Fund	<u>\$217,868</u>
Child Development Training Consortium at Saddleback College	\$10,856
Child Development Training Consortium at Irvine Valley College	\$8,176
Total Increase to Child Development Fund	<u>\$19,032</u>
Total Budget Amendment	<u>\$236,900</u>

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the 2004/2005 Adopted Budget.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution 04-37 to amend the 2004/2005 Adopted Budget as indicated in Exhibits A & B.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RESTRICTED GENERAL AND CHILD DEVELOPMENT FUNDS

RESOLUTION 04-37

December 13, 2004

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$236,900.00 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Title 5 of the California Code of Regulations, Section 58199.5 as follows:

<u>Fund</u>	<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
01	8170	Federal Revenue	-\$13,200
01	8199	Federal Revenue	\$2,000
01	8623	State Revenue	\$142,621
01	8629	State Revenue	\$86,197
01	8699	State Revenue	\$250
12	8890	Local Revenue	\$19,032
			\$236,900

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	\$69,610
01	2000	Classified Salaries	\$98,377
01	3000	Fringe Benefits	\$34,429
01	4000	Books and Supplies	\$2,145
01	5000	Other Operating Expenses & Services	\$13,307
12	1000	Academic Salaries	\$716
12	4000	Books and Supplies	\$1,776
12	5000	Other Operating Expenses & Services	\$1,868
12	7000	Other Outgo	\$14,672
			\$236,900

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
RESTRICTED GENERAL AND CHILD DEVELOPMENT FUNDS

RESOLUTION 04-37

December 13, 2004

BUDGET AMENDMENT EXPENDITURE DETAIL

VTEA Title II Tech-Prep Project at Saddleback College

INCOME

01- 8170- 1-002-1-038-000-6011	VTEA Title II Tech-Prep at Saddleback	<u>-13,200</u>
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EXPENDITURE

01- 1415- 1-002-1-050-000-6011	Hourly Non-Classroom Faculty Stipend	-125
01- 3360- 1-002-1-050-000-6011	MEDICARE Non-Instructional Staff	-2
01- 3620- 1-002-1-050-000-6011	WORKER'S COMP Non-Instructional Staff	20
01- 4600- 1-002-1-050-000-6011	Non-Instructional Supplies and Materials	650
01- 5270- 1-002-1-050-000-6011	Conferences	1,000
01- 5271- 1-002-1-050-000-6011	Community Relations	-3,000
01- 5811- 1-002-1-050-000-6011	Contract Services	-11,929
01- 5891- 1-002-1-050-000-6011	Indirect Charges	<u>186</u>
		<u>-13,200</u>

Matriculation (Non-Credit) Program at Saddleback College

INCOME

01- 8629- 1-031-1-051-000-6320	Matriculation (Non-Credit) Prog at Saddleback	32,926
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EXPENDITURE

01- 1413- 1-031-1-051-000-6320	Temporary Non-Classroom Faculty Part-time	29,200
01- 3120- 1-031-1-051-000-6320	STRS Non-Instructional Staff	2,409
01- 3360- 1-031-1-051-000-6320	MEDICARE Non-Instructional Staff	423
01- 3520- 1-031-1-051-000-6320	UNEMPLOYMENT INS Non-Instructional Staff	190
01- 3620- 1-031-1-051-000-6320	WORKER'S COMP Non-Instructional Staff	<u>704</u>
		<u>32,926</u>

Matriculation (Credit) Program at Saddleback College

INCOME

01- 8629- 1-030-1-051-096-6320	Matriculation (Credit) Program at Saddleback	<u>53,271</u>
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EXPENDITURE

01- 1414- 1-030-1-051-096-6320	Temporary Non-Classroom Faculty Summer	38,135
01- 2141- 1-030-1-051-096-6320	Regular Clerical/Secretarial Staff	4,303
01- 3120- 1-030-1-051-096-6320	STRS Non-Instructional Staff	3,146
01- 3220- 1-030-1-051-096-6320	PERS Non-Instructional Staff	429
01- 3320- 1-030-1-051-096-6320	OASDI Non-Instructional Staff	2,669
01- 3360- 1-030-1-051-096-6320	MEDICARE Non-Instructional Staff	615
01- 3420- 1-030-1-051-096-6320	Health & Welfare Classified Non-Instructional ...	2,678
01- 3520- 1-030-1-051-096-6320	UNEMPLOYMENT INS Non-Instructional Staff	275
01- 3620- 1-030-1-051-096-6320	WORKER'S COMP Non-Instructional Staff	<u>1,021</u>
		<u>53,271</u>

Disabled Student Program and Services (DSP&S) Grant for Saddleback College

INCOME

01- 8623- 1-024-1-000-000-0000	DSP&S Grant for Saddleback College	<u>142,621</u>
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EXPENDITURE

01- 1111- 1-024-1-051-000-4930	Regular Classroom Faculty Salary	530
01- 1211- 1-024-1-051-075-6420	Regular Non-Classroom Faculty Salary	1,870
01- 2251- 1-024-1-051-075-6420	Regular Instructional Tech Salary	800
01- 2383- 1-024-1-051-075-6420	Hourly Short-Term Salary	46,000
01- 2453- 1-024-1-051-075-4930	Instructional Classified, Hourly Assignments	47,274
01- 3120- 1-024-1-051-075-6420	STRS Non-Instructional Staff	2,785
01- 3210- 1-024-1-051-075-4930	PERS Instructional Staff	4,000
01- 3220- 1-024-1-051-075-6430	PERS Non-Instructional Staff	2,162
01- 3310- 1-024-1-051-075-4930	OASDI Instructional Staff	3,500
01- 3320- 1-024-1-051-075-6420	OASDI Non-Instructional Staff	2,000
01- 3350- 1-024-1-051-075-4930	MEDICARE Instructional Staff	900
01- 3360- 1-024-1-051-075-6420	MEDICARE Non-Instructional Staff	700
01- 3510- 1-024-1-051-075-4930	UNEMPLOYMENT INS Instructional Staff	300
01- 3520- 1-024-1-051-075-6420	UNEMPLOYMENT INS Non-Instructional Staff	300
01- 3610- 1-024-1-051-075-4930	WORKER'S COMP Instructional Staff	1,500
01- 3620- 1-024-1-051-075-6420	WORKER'S COMP Non-Instructional Staff	1,000
01- 5811- 1-024-1-051-075-4930	Contract Services	<u>27,000</u>
		<u>142,621</u>

California Articulation Number System (CAN) Grant at Irvine Valley College

INCOME

01- 8699- 1-038-4-073-074-6310	CAN Grant at Irvine Valley College	<u>250</u>
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EXPENDITURE

01- 4600- 1-038-4-073-074-6310	Non-Instructional Supplies and Materials	200
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01- 5374- 1-038-4-073-074-6310	Memberships	<u>50</u>
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250

Specialty Nurse Training NWI at Saddleback College

INCOME

01- 8199- 1-091-1-054-033-1203	Specialty Nurse Training NWI at Saddleback	<u>2,000</u>
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EXPENDITURE

01- 3320- 1-091-1-054-033-1203	OASDI Non-Instructional Staff	405
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01- 3360- 1-091-1-054-033-1203	MEDICARE Non-Instructional Staff	95
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01- 3520- 1-091-1-054-033-1203	UNEMPLOYMENT INS Non-Instructional Staff	45
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01- 3620- 1-091-1-054-033-1203	WORKER'S COMP Non-Instructional Staff	160
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01- 4580- 1-091-1-054-033-1203	Duplicating Chargebacks	1,060
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01- 4600- 1-091-1-054-033-1203	Non-Instructional Supplies and Materials	<u>235</u>
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2,000

Child Development Training Consortium at Saddleback College

INCOME

12- 8890- 1-001-1-058-036-1305	Child Development Training Consortium at Saddleback College	<u>10,856</u>
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EXPENDITURE

12- 1415- 1-001-1-058-036-1305	Temp Non-Classroom Faculty, Stipends & Proj.	716
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12- 4300- 1-001-1-058-036-1305	Instructional Supplies and Materials	1,000
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12- 4600- 1-001-1-058-036-1305	Non-Instructional Supplies and Materials	200
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12- 5153- 1-001-1-058-036-1305	Consultant	400
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12- 5270- 1-001-1-058-036-1305	Conferences	600
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12- 5891- 1-001-1-058-036-1305	Indirect Charges	868
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12- 7600- 1-001-1-058-036-1305	Other Payments to Students	<u>7,072</u>
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10,856

Child Development Training Consortium at Irvine Valley College

INCOME

12- 8890- 1-001-4-079-053-1305	Child Development Training Consortium at Irvine Valley College	<u>8,176</u>
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EXPENDITURE

12- 4600- 1-001-4-079-053-1305	Non-Instructional Supplies & Materials	576
12- 7600- 1-001-4-079-053-1305	Other Payments to Students	<u>7,600</u>
		<u>8,176</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RESTRICTED GENERAL AND CHILD DEVELOPMENT FUNDS

RESOLUTION 04-37

December 13, 2004

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, Dr. Raghu P. Mathur, 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 December 13, 2004.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14th day of December, 2004.

Raghu P. Mathur, Ed.D.
Secretary to the Board of Trustees

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	21
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	SOCCCD: PURCHASE ORDERS/CONFIRMING REQUISITIONS		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

BACKGROUND

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

STATUS

Purchase orders processed in accordance with the general priorities of the adopted budget and numbered 01812 through 02057 totaling \$1,788,850.16 are submitted to the Board of Trustees for approval. Confirming requisitions dated 10/30/04 through 11/24/04 totaling \$161,484.70 are also submitted.

RECOMMENDATION

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

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote :

BOARD OF TRUSTEES PURCHASE ORDER LISTING

V4.2

Purchase Order Numbers P05-01812 Through P05-02057

PO #	Vendor Name	Purchase Order Description	Total Cost
P05-01812	GANDER-PRINTCO	Business Cards-J Rosenkrans	\$44.45
P05-01813	GANDER-PRINTCO	Purchase Business Cards	\$88.89
P05-01814	CDW COMPUTER CENTERS	Tech Refresh/cables	\$398.45
P05-01815	GANDER-PRINTCO	Business card needed for J.Brady	\$44.45
P05-01816	HONORS TRANSFER COUNCIL	MEMBERSHIP DUES	\$50.00
P05-01817	CA DEPT OF MOTOR VEHICLES	DMV Registration Fees/Police Vehicles	\$1,305.00
P05-01818	BOOK WHOLESALERS, INC.	VIDEO PURCHASE	\$5,000.00
P05-01819	CA STAINLESS MFG	PHOTO EQUIPMENT PARTS	\$55.49
P05-01820	ADN DIRECTORS OF SO. CAL.	MEMBERSHIP DUES	\$75.00
P05-01821	COLLEGE BOARD	Purchase set of College Board pubs.	\$131.88
P05-01822	SALEM PRESS, INC.	Library books per Tom Weisrock request	\$282.29
P05-01823	SHOPTHIRTEEN.ORG	Instructional Video	\$25.45
P05-01824	UNISOURCE CORPORATION	PAPER/CANARY/YELLOW	\$2,491.18
P05-01825	UNISOURCE CORPORATION	PAPER, BUFF	\$1,245.59
P05-01826	PRECISION OFFSET	Honors Brochures	\$1,015.39
P05-01827	SYSTEMS SOURCE, INC.	office furniture replacements to improve	\$28,835.39
P05-01828	BURST COMMUNICATIONS, INC.	AUTO-TRACKING CAMERAS	\$21,447.17
P05-01829	GANDER-PRINTCO	Business cards - Sherling	\$138.46
P05-01830	BEST COMPUTER SUPPLIES	Rewriteable CD replacement for astronomy	\$50.59
P05-01831	CDW COMPUTER CENTERS	Scanner for Graphics lab	\$1,980.44
P05-01832	AMAZON.COM	SilverFast Guide and Manual	\$43.96
P05-01833	BURNES, CAROLE J.	Comedy/Magic Show	\$5,500.00
P05-01834	BRIDGES.COM CO	Contract Services Renewal	\$520.00
P05-01835	CDW COMPUTER CENTERS	Technology Refresh	\$392.44
P05-01836	DELL MARKETING	Tech Refresh	\$2,339.87
P05-01837	DELL MARKETING	Instructional Equip. Testing CTR.	\$4,071.74
P05-01838	GANDER-PRINTCO	Envelope Order	\$96.44
P05-01839	ABE CORPORATION	ABE factory refurbished perforator model	\$1,984.50
P05-01840	WORKERS' COMP FIRST AID ACCOUN	WORKERS' COMP FIRST AID ACCOUNT	\$2,500.00
P05-01841	WESTERN REGIONAL HONORS COUNC	Membership Renewal	\$50.00
P05-01842	ASSN OF PERFORMING ARTS	Institutional Membership	\$647.20
P05-01843	VIRCO MFG. CORP.	2 Lecterns, 1 BGS 118, 1 BGS 319	\$226.87
P05-01844	PUBLIC BROADCASTING SERVICE	per student license fee for HIST 22 tele	\$2,188.00
P05-01845	GLAMOUR	Dept. Resource	\$12.00
P05-01846	DUMAS, PAT	REIMBURSEMENT - STATE CONFERENCE	\$791.96
P05-01847	MEDCO SUPPLY COMPANY	training room	\$118.93
P05-01848	SEHI PROCOMP COMPUTER PRODUCTS	scanner to combile psych info	\$78.54
P05-01849	PACIFIC OFFICE SOLUTIONS	9-month Blanket PO for Konica 7050 maint	\$3,600.00
P05-01850	MARKERTEK VIDEO SUPPLY	various gaffer supply	\$361.74
P05-01851	COMPUTRAIN PLUS	Purchase software for lab	\$425.30
P05-01852	CHICK'S SPORTING GOODS	Baseball Uniform Supplies	\$1,259.06
P05-01853	MEDCO SUPPLY COMPANY	ankle brace	\$30.45
P05-01854	SEHI PROCOMP COMPUTER PRODUCTS	Purchase of printers for A&R/ISC	\$4,554.85
P05-01855	SOUTHERN CAL SOUND IMAGE, INC.	A/V SYSTEM THEATER	\$290,092.00
P05-01856	MERCURY DOCUMENT IMAGING CO.	Copier Maint. Contract	\$650.00
P05-01857	SCOTT SPECIALTY GASES	Emissions Gases	\$540.53
P05-01858	IDEAL DATA SOLUTIONS, INC.	Services for filing 1099	\$650.00
P05-01859	HOLLYWOOD REPORTER	Subscription to Magazine for Instructor	\$87.50
P05-01860	L.A. TIMES	ADVERTISING	\$672.00
P05-01861	ORANGE CO. REGISTER	ADVERTISING	\$1,921.76
P05-01862	ORANGE CO. REGISTER	ADVERTISING	\$960.88
P05-01863	ORANGE CO. REGISTER	GUEST ARTIST ADVERTISING	\$1,062.56
P05-01864	ORANGE CO. REGISTER	ADVERTISING	\$224.80
P05-01865	SOFTWARE SPECTRUM	Software and Maintenance	\$4,739.28
P05-01866	SPECTRUM LABORATORY PRODUCTS,I	LAB MATERIALS	\$19.38

Blanket Purchase Order Requisition

Requisition #: RB05-01109	PO #P05-01855	Status: Need Invoice
Requisitioner: J OZUROVICH MOSS 4880		Req. Date: 10/26/04 (2005)
Order Site: SCP , SC Central Plant/Maint @ Op		Room:
Vendor Code: 069599, SOUTHERN CAL SOUND IMAGE,		Req. Cost: \$290,092.00
Req. Info: A/V SYSTEM THEATER		Encumbered: \$290,092.00
		Expensed:
		Invoiced:

Account Number	Amount	Expensed	Yr
40-6220-1-483-1-021-000-7101	290,092.00	0.00	05

Description of Blanket Order

AUDIO VISUAL SYSTEMS FOR MCKINNEY
 THEATER PER BID NO. 1037, PACKAGE B.
\$290,092.00

BOARD APPROVED 9/27/04

COORDINATE ALL WORK WITH JOHN OZUROVICH
 (949) 582-4880.

Requisition Total: \$290,092.00

Requisition History Notepad

SOUTHERN CALIFORNIA SOUND IMAGE, INC.
2415 W. VINEYARD AVE.
ESCONDIDO, CA 92029

Approved by:

Date:

Requisition #RB05-01109

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BOARD OF TRUSTEES PURCHASE ORDER LISTING

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Purchase Order Numbers P05-01812 Through P05-02057

PO #	Vendor Name	Purchase Order Description	Total Cost
P05-01867	GANDER-PRINTCO	Business Cards for Faculty	\$177.79
P05-01868	ORANGE CO. REGISTER	AD	\$2,072.40
P05-01869	JK ELECTRONICS	BATTERIES	\$20.59
P05-01870	GANDER-PRINTCO	Window Envelope Purchase	\$115.29
P05-01871	SAMY'S CAMERA	FILM	\$318.94
P05-01872	UNISOURCE CORPORATION	PAPER 8 1/2 X 14, WHITE	\$977.13
P05-01873	H. W. WILSON CO.	To pay for books.	\$302.50
P05-01874	EBSCO SUBSCRIPTION SERVICE	Pay for subscription.	\$19.61
P05-01875	WESTERN CENTER ON LAW/POVERTY	Updated Booklets for CARE Students	\$283.38
P05-01876	NOR CAL SWIM SHOP	Women's Swim suits	\$771.69
P05-01877	L.A. TIMES	L.A. Times Subscription-F.A. Public Info	\$143.06
P05-01878	GANDER-PRINTCO	Business Cards for Faculty	\$177.79
P05-01879	ORANGE CO. BUSINESS JOURNAL	Renewal subscription OC Bus. Jrnl.	\$58.00
P05-01880	MEDIA LITHOGRAPHICS	2003-2004 District Report to Community	\$4,974.53
P05-01881	SHARPE REFERENCE	library books per Tom Weisrock request	\$452.73
P05-01882	TAYLOR & FRANCIS	Library books per Tom Weisrock request	\$1,061.56
P05-01883	AMAZON.COM	Books for geology field studies	\$55.81
P05-01884	RUN-PC, INC.	CD's for student use	\$57.95
P05-01885	SMITH, DANIEL INC.	PRINTMAKING SUPPLIES	\$621.72
P05-01886	MAYO HEALTH INFORMATION	Mayo Clinic Health Letter	\$27.00
P05-01887	SCANTRON CORP.	Scantron test forms	\$66.79
P05-01888	SIRSI CORPORATION	SmartSOURCE Sirsi Maintenance Agreement	\$4,229.33
P05-01889	PARMA	PARMA Annual Dues 2005	\$100.00
P05-01890	DATAKOM WEST	KVM Infrastructure New Server Room	\$15,956.42
P05-01891	LIBRARY OF CONGRESS	Cataloger's Desktop on the web.	\$39.44
P05-01892	LASER SOURCE	Toner for laser printer	\$93.74
P05-01893	QUALITY FENCE CO., INC.	BASEBALL FIELD	\$3,080.00
P05-01894	ARROW ASPHALT RECYCLING	BASEBALL FIELD	\$2,500.00
P05-01895	KENT'S CONSTRUCTION SERVICES	BASEBALL FIELD	\$2,500.00
P05-01896	NEXGEN	AUTO SUPPLIES	\$161.37
P05-01897	CHEMSEARCH	GROUNDS SUPPLIES	\$275.49
P05-01898	BURST COMMUNICATIONS, INC.	UNDER DESK MOUNTS	\$94.71
P05-01899	VWR INTERNATIONAL, INC.	SLIDE STORAGE CABINET	\$1,799.06
P05-01900	SEPULVEDA BUILDING MATERIALS	SANDBAGS	\$1,056.69
P05-01901	ORANGE CO. BUSINESS JOURNAL	OCBJ Ed Special Report Ad	\$1,190.00
P05-01902	AARDVARK CLAY AND SUPPLIES	CERAMICS/SCULPTURE SUPPLIES	\$2,609.53
P05-01903	SAX ARTS & CRAFTS	ART SUPPLIES	\$486.38
P05-01904	SPECTRUM TECHNOLOGIES, INC.	HORTICULTURE SUPPLIES	\$343.37
P05-01905	GANDER-PRINTCO	Business Cards	\$44.45
P05-01906	PRINTECH, INC.	Pocket Folders	\$3,685.05
P05-01907	DELL MARKETING	Purchase 1 Dell Pocket PC	\$438.54
P05-01908	SMART ASTRONOMY	EYEPIECES FOR OBSERVATORY	\$201.95
P05-01909	NCLEX PROGRAM REPORTS	Subscription for NCLEX-RN reports	\$300.00
P05-01910	RIFKIN, A. COMPANY	COURIER BAGS	\$98.76
P05-01911	ALLSCRIPTS	PRESCRIPTION MEDS	\$175.61
P05-01912	GANDER-PRINTCO	Business Cards for Faculty	\$88.89
P05-01913	KELE	HVAC SUPPLIES	\$779.09
P05-01914	GANDER-PRINTCO	Business Cards	\$44.45
P05-01915	MC COY'S, DEL, BLADE RENTAL	BASEBALL FIELD	\$7,900.00
P05-01916	EIEN, EDWARD	LIGHTING AND FLOOR TECH/IVC FALL DANCE C	\$600.00
P05-01917	CA STAGE & LIGHTING	EQUIPMENT RENTAL/IVC FALL 2004 DANCE CON	\$1,123.80
P05-01918	RAYSON WINDOW COVERINGS	WINDOW COVERINGS	\$16,238.00
P05-01919	C & M CONSTRUCTION	CLEANING SERVICES	\$12,900.00
P05-01920	S & B FOODS	CATERING FOR ALL DAY WORKSHOPS	\$2,500.00
P05-01921	COLLEGE BOARD	PowerFAIDS Maintenance	\$12,600.00

BOARD OF TRUSTEES PURCHASE ORDER LISTING

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Purchase Order Numbers P05-01812 Through P05-02057

PO #	Vendor Name	Purchase Order Description	Total Cost
P05-01922	RAINBOW RISING-GREENTREE	EOPS Child Care Services	\$972.88
P05-01923	WEATHERFORD, TED	COVER EXPENSES RELATED TO IVC 2004 DANCE	\$600.00
P05-01924	TURNIP ROSE ELITE CATERING	Advisory Meeting	\$731.39
P05-01925	HAITBRINK ASPHALT PAVING, INC.	ROAD IMPROVEMENTS	\$24,650.00
P05-01926	SKORA ELECTRIC	PARK LOT LIGHTING	\$12,900.00
P05-01927	ORANGE CO. REGISTER	Ongoing printing charges to OC Register.	\$4,000.00
P05-01928	SYSTEMS SOURCE, INC.	Ergonomic chairs for H.R.	\$744.15
P05-01929	CDW COMPUTER CENTERS	Sony Monitors for new computer systems	\$11,078.88
P05-01930	APPLE COMPUTER, INC.	Apple Software	\$322.17
P05-01931	SEHI PROCOMP COMPUTER PRODUCTS	FAX Machine for B200	\$410.92
P05-01932	ACADEMIC SUPERSTORE	Disk imaging software.	\$64.63
P05-01933	IMAGE PRINTING SOLUTIONS	ENVELOPE/BULK MAIL	\$484.88
P05-01934	ORANGE CO. REGISTER	AD	\$1,620.24
P05-01935	PACIFIC PARKING SYSTEMS, INC.	RAIN SHIELDS	\$187.40
P05-01936	ADAMSON POLICE PRODUCTS	POLICE SUPPLIES	\$168.09
P05-01937	COMMERCIAL ROOF MANAGEMENT	VARIOUS ROOF REPAIRS	\$9,984.00
P05-01938	CONSOLIDATED PLASTICS CO., INC	CERAMICS/SCULPTURE SUPPLIES	\$302.20
P05-01939	MARK IV PRINT COMMUNICATIONS	Cableing Management/Phone Project	\$2,052.05
P05-01940	FISHER SCIENTIFIC	CHEMISTRY SUPPLIES	\$611.51
P05-01941	CDW COMPUTER CENTERS	Instructional supply	\$445.31
P05-01942	CORPORATE BUSINESS INTERIORS	STORAGE CABINET FOR COUNSELING	\$314.26
P05-01943	JOHNSTONE SUPPLY	HVAC SUPPLIES	\$777.71
P05-01944	HYDRO-SCAPE PRODUCTS, INC.	BASEBALL FIELD	\$11,000.00
P05-01945	TRIARCH INC.	PREPARED MICROSCOPE SLIDES	\$732.27
P05-01946	MARSHALL MATERIALS	BASEBALL FIELD	\$46,700.00
P05-01947	ROYAL EARTH LANDSCAPING, INC.	BASEBALL FIELD	\$54,450.00
P05-01948	ATHLETIC TURFS, INC.	BASEBALL FIELD	\$57,970.00
P05-01949	MCA SPORTS FIELD DESIGN, INC.	BASEBALL FIELD	\$14,700.00
P05-01950	GAYLORD BROTHERS, INC.	LETTERS FOR SIGN BOARD	\$50.06
P05-01951	COUNCIL OF CHIEF LIBRARIANS	Pay annual membership.	\$100.00
P05-01952	BLACKBOARD INC.	BlackBoard Training Expense	\$90.00
P05-01953	EBSCO SUBSCRIPTION SERVICE	Pay for subscriptions.	\$344.25
P05-01954	SADDLEBACK APPLIANCES	MICROWAVE	\$126.67
P05-01955	MARIPOSA HORTICULTURAL ENTER.	TREE PLANTING	\$4,870.00
P05-01956	MARIPOSA HORTICULTURAL ENTER.	TREE REMOVAL	\$4,100.00
P05-01957	NATPE	Membership to NATPE organization	\$95.00
P05-01958	VWR INTERNATIONAL, INC.	CHEMISTRY SUPPLIES	\$230.32
P05-01959	CAROLINA BIOLOGICAL SUPPLY	BIOCHEMISTRY SUPPLIES	\$533.89
P05-01960	CENTRUM SOUND SYSTEMS	Earphones	\$1,066.73
P05-01961	HERMAN MILLER WORKPLACE RESOUR	AERON CHAIR FOR BOB KOPECKY	\$614.18
P05-01962	NEW DAY FILMS	Library DVD per Tom Weisrock request	\$326.86
P05-01963	BOGEN PHOTO CORP.	PARTS FOR BOGEN TRIPOD	\$26.94
P05-01964	JAMECO ELECTRONICS	ELECTRONIC SUPPLIES	\$44.11
P05-01965	CASBO	Membership - CASBO	\$350.00
P05-01966	APPERSON	Apperson Accu-Scan Forms for Stu	\$527.98
P05-01967	BUSINESS MACHINE SECURITY	LOCKING MOUNTS	\$391.20
P05-01968	SECURE-IT	SECURITY ALARM	\$174.45
P05-01969	CAPISTRANO DISPATCH	ADVERTISING	\$360.00
P05-01970	GLAXO SMITH KLINE (GSK)	HEPATITIS B VACCINE	\$1,234.00
P05-01971	GANDER-PRINTCO	DISTRICT LETTERHEAD	\$1,633.49
P05-01972	GANDER-PRINTCO	DISTRICT LETTERHEAD 2ND PAGE	\$549.53
P05-01973	VWR INTERNATIONAL, INC.	CHEMISTRY SUPPLIES	\$435.87
P05-01974	AMER. MAINTENANCE SUPPLY CO, IN	CEILING TILES	\$2,292.93
P05-01975	BATTERY SPECIALTIES	BATTERIES	\$195.16
P05-01976	COMMUNITY COLLEGE LEAGUE	Payment for various online databases.	\$15,992.00

BOARD OF TRUSTEES PURCHASE ORDER LISTING

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Pur Order Numbers P05-01812 Through P05-02057

PO #	Vendor Name	Purchase Order Description	Total Cost
P05-01977	WESTERN FARM SUPPLY	GROUNDS SUPPLIES	\$1,061.95
P05-01978	ORANGE CO. REGISTER	ADVERTISING	\$749.04
P05-01979	IRVINE HIGH SCHOOL	ADVERTISING	\$810.00
P05-01980	L.A. TIMES	ADVERTISING	\$556.92
P05-01981	GALL'S OF LONG BEACH	RAINCOATS	\$38.77
P05-01982	SPECTRUM LABORATORY PRODUCTS, I	CHEMISTRY SUPPLIES	\$283.04
P05-01983	GAIL MATERIALS	BASEBALL FIELD RENOVATION	\$18,277.05
P05-01984	NYSTROM	US/WORLD MAP	\$317.93
P05-01985	MISSION PRINTING	OC Comm. Colleges Profile 04-05	\$181.02
P05-01986	GANDER-PRINTCO	Window Envelopes	\$259.14
P05-01987	FARLEY, B. W. CORPORATION	BASEBALL FIELD CONSTRUCTION	\$7,500.00
P05-01988	RJT TRUCKING	BASEBALL FIELD CONSTRUCTION	\$12,800.00
P05-01989	BARNES & NOBLE	Training Materials for Conference	\$1,970.31
P05-01990	D 7 CONSULTING, INC.	CONSULTING SERVICES	\$5,000.00
P05-01991	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	\$345.75
P05-01992	DELL MARKETING	Purchase 250 Dell computers	\$393,583.81
P05-01993	SKORA ELECTRIC	TAS EMERG. POWER	\$32,426.00
P05-01994	QUALITY AIRE, INC.	LAB EQUIPMENT	\$2,370.50
P05-01995	LEGO EDUCATION, LLC.	LEGO Education software	\$1,230.08
P05-01996	SKORA ELECTRIC	Electrical Work	\$3,975.00
P05-01997	SOLUTIONS FOR HUMANS	Video Magnifier for sight impaired stude	\$2,658.96
P05-01998	COX MEDIA, INC.	Cox Surreal Life Ad	\$.00
P05-01999	COX MEDIA, INC.	Cox Gross Advertising Fee	\$.00
P05-02000	PASCO SCIENTIFIC	PLANCK'S CONSTANT	\$27,285.53
P05-02001	SKORA ELECTRIC	POOL EQUIP ROOM	\$6,500.00
P05-02002	SACRAMENTO ELECTRONIC SUPPLY	BATTERY FOR LIFE CYCLE/IVC FITNESS CENTE	\$25.49
P05-02003	FORESTRY SUPPLIERS, INC.	HORTICULTURE EQUIPMENT	\$1,630.11
P05-02004	ORANGE CO. REGISTER	ADVERTISING	\$246.40
P05-02005	NACUBO	The Strategic Attitude (Mgt Pub.)	\$64.77
P05-02006	GLOGERM COMPANY	MEDICAL SUPPLIES	\$37.04
P05-02007	COX MEDIA, INC.	Cox Advertising Fee	\$.00
P05-02008	WEST-LITE SUPPLY CO.	AV PROJECTION LAMPS	\$293.25
P05-02009	DISPLAYS2GO	Lecterns for Stds.w/disabilities	\$415.47
P05-02010	GANDER-PRINTCO	Business cards for L.Arts faculty	\$177.79
P05-02011	GANDER-PRINTCO	BUSINESS CARDS	\$105.60
P05-02012	MARIPOSA HORTICULTURAL ENTER.	TREE TRIMMING PK LOTS	\$8,964.00
P05-02013	SOCCCD TRUSTEE FOR FEDERAL/STA	Return to Title IV Funds	\$90.00
P05-02014	BARGER, THOMAS	Football Video Taping Services	\$480.00
P05-02015	RICOH BUSINESS SYSTEMS, INC.	Maintenance contract for Ricoh copier	\$150.00
P05-02016	PACIFIC AUTOMATION, INC.	Solidworks software	\$5,746.53
P05-02017	DIRECT PAINTING & DECOR. INC.	Painting	\$4,495.00
P05-02018	WESTERN CENTER ON LAW/POVERTY	Student Guides for CalWORKs/CARE Student	\$460.55
P05-02019	FISHER SCIENTIFIC	MICROBIOLOGY SUPPLIES	\$88.23
P05-02020	AMER. GEOTECHNICAL	HIRE CONSULTANT	\$7,500.00
P05-02021	GKK CORPORATION	TO HIRE ARCHITECT	\$38,000.00
P05-02022	HEARLIHY & COMPANY	DEPT SUPPLIES	\$45.93
P05-02023	INSIGHT MEDIA	Instructional videos for classroom	\$358.55
P05-02024	GRAPHAIDS INC-DANIELS	DEPT SUPPLIES	\$106.81
P05-02025	ALANS LAWNMOWER & GARDEN	GENERATOR	\$835.06
P05-02026	TRIARCH INC.	PREPARED SLIDES	\$403.63
P05-02027	L.A. TIMES	ADVERTISING	\$1,118.72
P05-02028	DELTA CONTROL PRODUCTS INC.	HVAC SUPPLIES	\$1,172.47
P05-02029	DIV. OF THE STATE ARCHITECT	PLAN CHECK FEES	\$93,662.20
P05-02030	MC CLOSKEY, ARACELI	WORKSHOP PRESENTER	\$720.00
P05-02031	ADVANTAGE PAINTING & WALLCOVER	PAINTING SERVICES	\$14,990.00

Purchase Order Requisition

Requisition #: RS05-00904 PO #P05-01992 Status: Printed
Requisitioner: M. Schiffelbein Req. Date: 10/19/04 (2005)
Order Site: SA , SC A Building (ITC) Room: SA 10
Ship to Site: SC , SADDLEBACK COLLEGE WAREHOUS Reg. Cost: \$393,583.81
Vendor Code: 010678, DELL MARKETING Encumbered: \$393,583.81
Req. Info: Purchase 250 Dell computers Expensed:
Invoiced:

Account Number	Amount	Expensed	Yr
40-6411-1-471-1-052-061-0799	393,583.81	0.00	05

Ln#	Item #	Qty	Unit	Purchase Order Line Items	Extended Amount	Qty Rcvd
1		250	EA	OptiPlex GX280, COMPUTER SYSTEM, Small Minitower Pentium 4 540/3.20HGz, 1M, InBroadcom Gigabit NIC, 800FSB (221-5295) 1.0GB, Non-ECC, 400MHz DDR2 2x512, OptiPlex GX280 (311-3681) Dell USB Keyboard, No Hot Keys OptiPlex (310-5247) Dell UltraSharp 1703FP Flat Panel with Height Adjustable Stand, 17.0 Inch VIS OptiPlex and Latitude (320-0664) Digital Video Adapter Card Full Height Dell OptiPlex GX280 Small Minitower (320-3885) 80GB SATA, 7200 RPM Hard Drive with Data Burst Cache, OptiPlex GX280 and SX280 (341-0905) 3.5 Inch, 1.44MB, Floppy Drive Dell OptiPlex GX270 and GX280 Small Desktop or Minitower (340-8733) Windows XP Professional Service Pack 1, NTFS, with Media Dell OptiPlex, English, Factory Install (420-2119) Dell USB 2-Button Optical Mouse with Scroll (310-4126) 8X DVD+RW/+R and 16X DVD with Sonic	365275.00	

Approved by:

Date:

Ln#	Item #	Qty	Unit	Purchase Order Line Items	Extended Amount	Qty Rcvd
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2 250 EA

0.00

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 Record Now! Deluxe plus CyberLink
 PowerDVD,OptiPlex GX280 Small
 Minitower(313-2515)
 Internal Chassis Speaker Option, Dell
 OptiPlex GX280 Small Desktop or Mini-
 tower(313-2496)
 Optiplex Resource CD(313-7168)
 Energy Star Labeling for OptiPlex(if
 applicable)(310-4721)
 OpenManage Client Instrumentation,Dell
 OptiPex Factory Install(420-4296)
 Type 3 Contract-Next Business Day Parts
 and Labor On-Site Response,Initial
 Year(900-6630)
 Type 3 Contract-Next Business Day Parts
 and Labor On-Site Response,3YR
 Extended(900-6203)
 Hyper-Threading set to ON,can be
 disabled/enabled in BIOS,WinXP and
 800FSB only,OptiPlex(462-0969)
 Quick Reference Guide,Dell OptiPlex
 GX280,Factory Install(310-5406)
 Custom Installation,Workstation(950-
 3777)

QUOTE #185577794 BY PETE OTERO
 CUSTOMER #180440 CONTRACT #40100
 CUSTOMER AGREEMENT #960/OP/137/100

BOARD APPROVAL 11/16/04

Taxable Amount:	365,275.00
Sales Tax:	28,308.81
Shipping:	
Requisition Total:	<u>393,583.81</u>

Approved by:

Date:

Requisition History Notepad

Please deduct amounts from corresponding account numbers.

Acct #40-6411-1-471-1-052-061-0799, \$351.025.00

Acct #40-5812-1-471-1-052-061-0799, \$ 14,250.00

Reference Quote #178649257

See hard copy for full description.

Thank you

Approved by:

Date:

Requisition #RS05-00904

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BOARD OF TRUSTEES PURCHASE ORDER LISTING

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Purchase Order Numbers P05-01812 Through P05-02057

PO #	Vendor Name	Purchase Order Description	Total Cost
P05-02032	DIRECT SYSTEM SUPPORT	Storage Area Network	\$95,011.80
P05-02033	DIRECT SYSTEM SUPPORT	Storage Area Network	\$25,931.12
P05-02034	DIRECT SYSTEM SUPPORT	Storage Area Network	\$24,890.25
P05-02035	AGILYSYS	Professional Services	\$10,550.00
P05-02036	TRUE BLUE MUSIC	Library DVDs per Tom Weisrock request	\$272.38
P05-02037	COMMUNITY COLLEGE LEAGUE	DATABASE SUBSCRIPTION RENEWAL	\$26,929.00
P05-02038	VWR INTERNATIONAL, INC.	BOOK	\$73.53
P05-02039	ORION TELESCOPE & BINOCULAR CT	OPTICAL SUPPLIES	\$340.04
P05-02040	SOUTH ORANGE CO. COMM. COL. DI	CARE GRANTS/FEDERAL STATE AWARD FUND	\$40,000.00
P05-02041	EBSCO SUBSCRIPTION SERVICE	SUBSCRIPTION RENEWAL	\$25,364.25
P05-02042	PUBLIC ECONOMICS, INC.	CONSULTING SERVICES	\$10,000.00
P05-02043	VASQUEZ, LUIS MAURICIO	WORKSHOP PRESENTER	\$2,250.00
P05-02044	BOB PARRETT CONSTRUCTION, INC.	MODIFY STOREFRONT DOORS	\$2,504.00
P05-02045	THERMO TRONICS, INC.	ABB DRIVE MAINT.	\$1,950.00
P05-02046	COMMUNITY COLLEGE LEAGUE	EBOOK COLLECTION	\$4,000.00
P05-02047	CITY OF IRVINE	CHILD CARE SERVICES/EOPS	\$410.00
P05-02048	VORTEX DOORS	REPAIRS TO FIRE DOOR	\$734.60
P05-02049	FISHER SCIENTIFIC	STIRRING HOT PLATES	\$5,661.79
P05-02050	NAT'L LEAGUE FOR NURSING	MEMBERSHIP DUES	\$1,155.00
P05-02051	NAT'L LEAGUE FOR NURSING	MEMBERSHIP DUES	\$175.00
P05-02052	WARD'S NATURAL SCIENCE	MICROBIOLOGY SUPPLIES	\$230.05
P05-02053	SADDLEBACK APPLIANCES	APPLIANCES FOR NEW HS BUILDING	\$2,779.78
P05-02054	SCANTRON CORP.	SCANTRONS	\$197.13
P05-02055	JAY, BILL	WJAY INTERNET 04/05	\$500.00
P05-02056	CHAIDEZ, LEONARD INC.	TREE REMOVAL	\$1,050.00
P05-02057	B & P SERVICES, INC.	PHOTO LAB	\$485.00
			=====
			\$1,788,850.16

BOARD OF TRUSTEES CONFIRMING REQUISITION LISTING

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Req. #	Vendor Name	Description	Total Cost
RD05-01239		payment for printing and purchase of shi	\$710.07
RD05-01238	INTELECOM	completed	\$5,488.00
RD05-01237	PRINT MASTERS	Printing charges for EOPS Postcards	\$102.36
RD05-01236	THOMAS, BECKY	classroom supplies purchased at NAEYC	\$67.40
RD05-01235	SUN BADGE COMPANY	Police Badge Repair/Purchase	\$176.97
RD05-01233	THOMAS, BECKY	classroom materials purchased by staff a	\$370.47
RD05-01232	PROFESSIONAL DEVELOPMENT SOFTW	Replacement software	\$10.00
RD05-01230			\$.00
RD05-01228	MYERS, W. CO.	Ice Machine Repair	\$372.27
RD05-01227	MATHUR, RAGHU P.	2005 COMMUNITY COLLEGE FUTURES ASSEMBLY	\$.00
RD05-01226	WELLS FARGO #3465	Fax Toner	\$56.22
RD05-01225	PACIFIC COACHWAYS	55-passenger bus for field trip Friday,	\$528.00
RD05-01223	WELLS FARGO #4198	Flashlights	\$486.00
RD05-01222	CAPITOL ENQUIRY	2005 CA Leg. Pocket Directories	\$243.53
RD05-01219	MC CULLOUGH, RICHARD	Conference Reimbursement	\$123.00
RD05-01217	LET'S WRAP IT UP	SHIPPING COSTS	\$100.00
RD05-01216	ADVANTAGE MARKETING	Adv. Gifts for Job Fair 2005	\$1,062.57
RD05-01214	WELLS FARGO #2078	CHAPMAN UNIV. 2005 ECONOMIC FORECAST	\$150.00
RD05-01215	U.S. POSTMASTER	TRANSFER CENTER POSTAGE FOR PROJECT W/SV	\$220.63
RD05-01213	AVENTURA SAILING ASSOC.	BOAT RENTAL FOR MST	\$440.00
RD05-01212			\$.00
RD05-01211	VENDLEY, GWEN	AIR FILTER	\$96.95
RD05-01210	EDUCATIONAL MUSIC SERVICE	SHEET MUSIC	\$232.20
RD05-01209	FOOD SYSTEMS, INC.	OPEN HOUSE OUTREACH PROGRAM	\$351.27
RD05-01208	MIDWEST LIBRARY SERVICE	BOOKS	\$887.68
RD05-01207	FIX-N-FAX	Fax Machine Repair	\$75.00
RD05-01206	MIDWEST LIBRARY SERVICE	BOOKS	\$1,203.83
RD05-01205	VENDLEY, GWEN	Reimburse Gwen Vendley for reference boo	\$36.64
974726	OFFICE MAX	FEE-BASED SUPPLIES	\$780.00
RD05-01204	MARIPOSA HORTICULTURAL ENTER.	TREE REMOVAL	\$750.00
RD05-01203	UNIVERSITY AUXILIARY SVCS., INC	NSF SUB AWARD	\$2,832.67
RD05-01201	SCHUREMAN, ROBERT ALLEN	Model Making reimbursement	\$145.66
RD05-01200	HEWITT, WILLIAM	POSTAGE	\$150.00
973753	OFFICE MAX	OFFICE SUPPLIES	\$502.51
973421	OFFICE MAX	OFFICE SUPPLIES	\$14.27
970815	OFFICE MAX	FEE-BASED SUPPLIES	\$1,220.62
970814	OFFICE MAX	INSTRUCTION SUPPLIES	\$592.22
970813	OFFICE MAX	INSTRUCTION SUPPLIES	\$158.67
RD05-01199	WELLS FARGO #2078	CONFERENCE CHAPMAN UNIVERSITY 2005 FORCA	\$300.00
RD05-01198	WELLS FARGO #3317	External Drive	\$205.52
RD05-01197	AMER. FENCE CO.	FENCE RENTAL	\$385.00
RD05-01196	S & B FOODS	FOOD/BEV. 11/16/04 BOARD MEETING	\$358.61
RD05-01195	BAKER & TAYLOR ENTERTAINMENT	Library books per Tom Weisrock Request	\$1,442.82
RD05-01194	SCHOLASTIC LIBRARY PUBLISHING	Library books per Tom Weisrock request	\$1,214.35
RD05-01193	MC GROARTY, DIANE	Reimbursement	\$46.33
RD05-01191		Library books per Tom Weisrock Request	\$.00
974557	OFFICE MAX	OFFICE SUPPLIES	\$241.42
RD05-01189		MILAGE FOR INSTRUCTOR\	\$.00
RD05-01185		parking/mileage	\$.00
RD05-01184	SADDLEBACK VALLEY GLASS	REPLACE BROKEN WINDOW	\$1,395.00
RD05-01183	ARMSTRONG, LEE CO. INC.	CARPET REPLACEMENT	\$1,430.00
974761	OFFICE MAX	OFFICE SUPPLIES	\$83.50
971337	OFFICE MAX	OFFICE SUPPLIES	\$230.93
1149	OFFICE MAX	OFFICE SUPPLIES	\$16.79
4580	OFFICE MAX	OFFICE SUPPLIES	\$43.59
941870	OFFICE MAX	OFFICE SUPPLIES	\$239.83

BOARD OF TRUSTEES CONFIRMING REQUISITION LISTING

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Req. #	Vendor Name	Description	Total Cost
RD05-01181	LASER SOURCE	Non Instructional Repair	\$679.49
RD05-01180	WHITE, DENNIS W.	Reimbursement to D White for print cartr	\$63.56
RD05-01178	SHERLING, DOROTHY	CONFERENCE REIMBURSEMENT	\$57.00
RD05-01177	DUPLO USA CORPORATION	Maintenance-Duplo Folding Machine	\$140.00
RD05-01176	PATTON, KEN	Conference Attendance - Ken Patton	\$1,142.77
RD05-01175	WELLS FARGO #4198	Credit Card Purchase	\$486.00
RD05-01174		Mbrship-ACHRO/EEO	\$.00
RD05-01173	WELLS FARGO #3317	NewsGator License	\$29.00
RD05-01172	SADDLEBACK COLLEGE BOOKSTORE	CARE BOOKSTORE BILLING/SADDLEBACK	\$196.27
RD05-01169	NURSING SPECTRUM PRODUCTS	Nursing Handbook	\$46.84
RD05-01168	TEDDER, HAMPTON ELECTRIC CO.	POWER OUTAGE	\$9,879.86
RD05-01166	MARLA'S MANIA	memo boards for Capital Campaign	\$.00
RD05-01167	AMTECH RELIABLE ELEVATOR CO.	ELEVATOR REPAIR	\$176.00
RD05-01165	AMTECH RELIABLE ELEVATOR CO.	ELEVATOR REPAIR	\$528.00
RD05-01164	CASFAA	CASFAA CONFERENCE REGISTRATION	\$975.00
975095	OFFICE MAX	OFFICE SUPPLIES	\$226.83
974760	OFFICE MAX	OFFICE SUPPLIES	\$82.09
974304	OFFICE MAX	OFFICE SUPPLIES	\$113.43
970180	OFFICE MAX	OFFICE SUPPLIES	\$189.57
960603	OFFICE MAX	OFFICE SUPPLIES	\$182.64
941869	OFFICE MAX	OFFICE SUPPLIES	\$147.71
974116	OFFICE MAX	INSTRUCTION SUPPLIES	\$339.63
973138	OFFICE MAX	OFFICE SUPPLIES	\$122.94
RD05-01163	PANIAGUA, MARIA	WORKSHOP REGISTRATION REIMBURSEMENT	\$25.00
860961	OFFICE MAX	OFFICE SUPPLIES	\$2,477.64
RD05-01162	SORIA, VICKY	WORKSHOP REGISTRATION REIMBURSEMENT	\$25.00
RD05-01161	NAT'L LEAGUE FOR NURSING	AGENCY MEMBERSHIP RENEWAL	\$.00
RD05-01159	NAT'L LEAGUE FOR NURSING	NLN MEMBERSHIP RENEWAL	\$.00
RD05-01155		Family Night Postage-SVUSD	\$533.21
RD05-01154	ORANGE CO. SCHOOL BOARD ASSOC.	OCSBA 11/17/04 DINNER MTG	\$37.00
RD05-01153	SHERLING, DOROTHY	Reimbursement- D. Sherling	\$31.36
RD05-01152	SCHOLASTIC LIBRARY PUBLISHING	Library books per Tom Weisrock request	\$14.30
RD05-01151	SERGEYEVA, LARISA	Reimbursement for Office Supplies	\$19.33
RD05-01150	AKHAVAIN, REZA	reimbursement	\$21.54
RD05-01149	VENDLEY, GWEN	Reimbursement for Book	\$36.64
RD05-01148	JEFFRIES, SANDY	Reimbursement - S. Jeffries	\$5.39
RD05-01147	GASTON, JIM	CCLC Annual Convention Registration	\$207.50
RD05-01145	CHILDCARE HEALTH PROGRAM/ICRI	Training Materials	\$178.00
RD05-01144	CHILDCARE HEALTH PROGRAM/ICRI	Trainer Reimbursement	\$752.36
RD05-01135	VERTEX STANDARD	Radio Repair	\$79.45
RD05-01133	MEYERS, KAREN T.	Investigation	\$2,794.73
RD05-01131	SNOWDEN, HARRY	Ticket Office Safe	\$355.56
RD05-01130	SMITH, JAMIE	REIMBURSEMENT FOR GEOLOGY FIELD STUDIES	\$154.29
RD05-01129	DANNER, MW	Baum 714 repair	\$110.00
RD05-01128	LEO, LOUIS	Reimbursement for Matric. Supplies	\$43.06
RD05-01127	STINSON, AMY L.	REIMBURSEMENT FOR GEOLOGY FIELD STUDIES	\$82.69
RD05-01126	ADVANTAGE MARKETING	Adv. Gifts for Job Fair 2005	\$1,194.66
RD05-01125	MEYER-CANALES, KATHERINE S.	REIMBURSEMENT	\$22.55
RD05-01124	MISSION PRINTING	8-week class reminder postcards	\$1,551.60
RD05-01121	IVC BOOKSTORE	EOPS Bookstore Billing/October 2004	\$5,218.47
RD05-01120	SIGN EXPRESSIONS	second req for letterpress supplies	\$1,077.55
RD05-01119	IVC BOOKSTORE	Book payments for CARE students	\$145.36
RD05-01118	TACKETT, ED WARD	Consultant Pymt on NSF Grant	\$70,000.00
RD05-01117		Purchase order for new letterpress colle	\$.00
RD05-01116		Membership to Organization (NATPE)	\$.00
RD05-01115	KING, TAMARA	CCLC Annual Convention Registration	\$320.00

BOARD OF TRUSTEES CONFIRMING REQUISITION LISTING

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Req. #	Vendor Name	Description	Total Cost
RD05-01114	EBSCO SUBSCRIPTION SERVICE	Pay invoice for subscription.	\$.00
RD05-01113	PATTON, KEN	Black Berry Palm	\$417.18
RD05-01112	CCCCSSAA	Pay for Board approved Institutional Mem	\$300.00
RD05-01111	AHEARN, AMY	Conference Reimbursement	\$1,135.00
RD05-01110	L.A. TIMES	LA Times Ad	\$.00
974446	OFFICE MAX	OFFICE SUPPLIES	\$21.68
RD05-01109	NEXTIRAONE, LLC	Phone Adds/Moves, 10/11/04	\$375.00
973678	OFFICE MAX	OFFICE SUPPLIES	\$160.21
973677	OFFICE MAX	OFFICE SUPPLIES	\$34.89
973676	OFFICE MAX	OFFICE SUPPLIES	\$43.55
971148	OFFICE MAX	OFFICE SUPPLIES	\$56.75
970611	OFFICE MAX	INSTRUCTION SUPPLIES	\$93.72
970610	OFFICE MAX	INSTRUCTION SUPPLIES	\$237.75
970179	OFFICE MAX	OFFICE SUPPLIES	\$86.84
930838	OFFICE MAX	INSTRUCTION SUPPLIES	\$521.92
941868	OFFICE MAX	OFFICE SUPPLIES	\$225.59
RD05-01108	PACIFIC COACHWAYS	Field trip 11/18/Chattopadhyay	\$530.23
RD05-01107	PACIFIC COACHWAYS	trip: Patterson, 11/21/04	\$615.76
RD05-01106	PACIFIC COACHWAYS	trip: Patterson, 11/21/04	\$615.76
RD05-01105	PACIFIC COACHWAYS	Field trip:K.Mathka-Patterson 12/7/04	\$617.50
973803	OFFICE MAX	OFFICE SUPPLIES	\$226.48
973537	OFFICE MAX	OFFICE SUPPLIES	\$61.66
RD05-01103	SADDLEBACK GOLF CARS	Police Car Battery Charger	\$377.35
RD05-01102	VIDEOTAPE PRODUCTS, INC.	RE-STOCK FEE	\$360.00
RD05-01098	SODEXHO	REFRESHMENTS FOR COLLEGE/UNIVERSITY	\$.00
RD05-01097	BAUM'S AUTO SUPPLY	Fuel Injection Cleaner	\$115.08
RD05-01096	WEST GROUP	Library Law books	\$113.14
RD05-01095	WELLS FARGO #3317	Cyberguys.com Patch Cable - Order# W0453	\$334.82
RD05-01094	AMER. RED CROSS	AmericanRedCross/Fall04 Hlth 2, Laura Di	\$88.00
RD05-01093	ROTO-ROOTER PLUMBING SERVICE	DRAINS/RAIN/FLOODING	\$2,285.00
RD05-01092	SADDLEBACK COLLEGE BOOKSTORE	SCANTRON CARDS	\$40.41
RD05-01091	WRIGHTSMAN, RUTH	FD Funding for American Society for Micr	\$375.00
RD05-01090	BLEAKNEY, JULIA	FD Award for Modern Language Association	\$400.00
RD05-01089	AHEARN, AMY	National Collegiate Honors Conference	\$350.00
RD05-01088	AMES, TAYLOR	Payment-Taylor Ames	\$50.00
RD05-01087	PEIRCE, HEATHER	Payment-Heather Peirce	\$30.00
RD05-01086	HIPOLITE, RACHEL	Payment-Rachel Hipolite	\$80.00
RD05-01085	KARKAR, RANIA	Payment-Rania Karkar	\$30.00
RD05-01084	LORCH, TEDDI	Pihra Seminar - T. Lorch-REIMBURSEMENT	\$45.23
RD05-01083	COOPER, SUSAN	DET/CHE fall conference, 2004	\$974.00
RD05-01081	WELLAND, BETTYANN	Workshop Presenter	\$675.00
RD05-01080	GRAHAM, ESTER	PIHRA Seminar - E. Graham	\$38.82
RD05-01079	NGUYEN, JENNIFER	Payment-Jennifer Nguyen	\$30.00
RD05-01078	WRIGHT, FELICIA	Payment-Felicia Wright	\$30.00
RD05-01077	ROTO-ROOTER PLUMBING SERVICE	RAIN REPAIR	\$2,950.00
RD05-01076	KING, ALISON	Payment-Alison King	\$100.00
RD05-01075	KING, JASON	Payment-Jason King	\$110.00
RD05-01073	COCHRAN, CHRIS	Payment-Chris Cochran	\$110.00
RD05-01072	WELLS FARGO #3317	Cyberguys.com Patch Cable - Order# W0453	\$123.56
RD05-01071	PMW ASSOCIATES	POST Training Seminar	\$327.00
RD05-01070	BENSCHOP, JOANNE	ASSIST/CIAC Statewide Conferencs, San Jo	\$756.59
RD05-01055	PATTON, KEN	Conference Attendance - Ken Patton	\$426.26
RD05-01054	WELLS FARGO #3317	APC Time and Materials Service Charge	\$600.00
RD05-01053	DUNCAN, DENNIS	Police Tactical Training Class	\$10.20
RD05-01052	KOPECKY, ROBERT J.	CCLC ANNUAL CONVENTION-ANAHEIM	\$485.00
RD05-01051	HALL, MARY	CCCSFAAA&CASFAA Conferences	\$1,293.00

BOARD OF TRUSTEES CONFIRMING REQUISITION LISTING

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Req. #	Vendor Name	Description	Total Cost
RD05-01050	CORUM, SUSAN	DET-CHE CONFERENCE REIMBURSEMENT	\$894.00
RD05-01049		REIMBURSEMENT FOR DIVISION MEETING	\$.00
RD05-01048	WELLS FARGO #3465	LASER PRINTER TONER	\$140.06
RD05-01047	COMMUNITY COLLEGE LEAGUE	G. Roquemore - CC League Ann. Convention	\$285.00
RD05-01046	GOODWILL INDUSTRIES OF OC	Interpreting Service fees	\$125.00
RD05-01045	ENGLISH, GEOFF	Arts Presenters Annual Conference	\$4,000.00
RD05-01044	DYMO CORPOATION	DYMO Labelwriter Repair	\$.00
RD05-01042	WELLS FARGO #2078	CENTER CLUB LUNCHEON/PROGRAM 11/17/04	\$74.00
RD05-01041	LIPTON, SANDRA	ASSIST STATEWIDE CONFERENCE-SAN JOSE 12.	\$533.64
RD05-01040	HUSTING, ROBINA	REIMBURSEMENT	\$66.00
RD05-01039	SKILLPATH, INC.	SkillPath Seminars	\$398.00
RD05-01038	MC CARTHY, MARY	Reimbursement for Supplies/H.S. Outreach	\$10.62
RD05-01037	COX MEDIA, INC.	Cox Advertising	\$600.00
RD05-01036	FORBES, FRED	Mileage reimbursement.	\$.00
RD05-01035	WESTERN STATE DESIGN	Washer/Dryer repair	\$233.60
RD05-01034	HIGGINS, RUTH	EAC Conference	\$860.00
RD05-01033		VTEA Outreach	\$.00
RD05-01032	S & B FOODS	FOOD/BEV. 10/26/04 BOARD MEETING	\$358.61
RD05-01031	ARNOTT, JAMES	Consultant Payment on NSF Grant	\$.00
RD05-01030	WILLIS, CHARLES	Consultant Payment on NSF Grant	\$.00
RD05-01028		Modern Language Association	\$.00
RD05-01027	KUYKENDALL, CAROLYN	National Collegiate Honors Council Confe	\$375.00
RD05-01026	ANDERSON, RANDY	CA Association on Postsecondary Ed & Dis	\$350.00

			\$161,484.70

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO: BOARD OF TRUSTEES	ITEM: 22
FROM: CHANCELLOR	DATE: 12/13/04
SUBJECT: SOCCCD: PAYMENT OF BILLS	
REASON FOR BOARD CONSIDERATION: APPROVAL	

BACKGROUND

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

STATUS

Check Nos. 0034056 through 034805 processed through Orange County Department of Education totaling \$3,743,912.33, Check Nos. 8034 through 8074 processed through Saddleback College Community Education totaling \$280,866.94, and Check Nos. 8058 through 8070 were processed through Irvine Valley College Community Education totaling \$21,628.18 are submitted for Board of Trustees' approval.

RECOMMENDATION

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

Item Submitted By: Gary Poertner, Deputy Chancellor
Item Reviewed By: Dr. Raghu P. Mathur, Chancellor
Final Disposition: Vote :

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034056	11/02/04	\$64,800.35	SO. CAL. EDISON	64,800.35	01-5591-0-000-4-025-082-6570
O	034057	11/03/04	\$1,565.00	ORANGE CO. SHER	1,565.00	01-5811-1-050-1-034-089-6950
O	034058	11/03/04	\$10.00	DIANE CRISCIONE	10.00	01-5820-0-000-7-013-090-6730
O	034059	11/03/04	\$20.00	CHERYL WALKER	20.00	01-5820-0-000-7-013-090-6730
O	034060	11/03/04	\$10.00	CHRISTINE HARDI	10.00	01-5820-0-000-7-013-090-6730
O	034061	11/03/04	\$10.00	ALEXANDRA MATHE	10.00	01-5820-0-000-7-013-090-6730
O	034062	11/03/04	\$10.00	ROSEMARY SWANSO	10.00	01-5820-0-000-7-013-090-6730
O	034063	11/03/04	\$10.00	JOSEPH RYAN	10.00	01-5820-0-000-7-013-090-6730
O	034064	11/03/04	\$20.00	SYLVIA SANCHEZ	20.00	01-5820-0-000-7-013-090-6730
O	034065	11/03/04	\$323.57	A TO Z WHOLESAL	323.57	01-4344-0-000-1-052-035-0109
O	034066	11/03/04	\$92.13	A-1 AWARDS	92.13	01-4600-0-000-7-010-000-6610
O	034067	11/03/04	\$120.00	HONIE ABRAMOWIC	120.00	01-5153-1-069-1-058-036-1305
O	034068	11/03/04	\$590.00	ACADEMIC SENATE	590.00	01-5270-0-000-1-023-000-6030
O	034069	11/03/04	\$105.00	DAISY ACEVEDO	105.00	01-5153-1-069-1-058-036-1305
O	034070	11/03/04	\$125.00	ACHRO/EEO	125.00	01-5270-2-034-7-013-090-6760
O	034071	11/03/04	\$1,683.57	ADCLUB ADVERTIS	1,683.57	01-5830-0-000-9-013-090-6730
O	034072	11/03/04	\$330.00	ADVANCED OFFICE	330.00	01-5651-0-000-4-034-000-6771
O	034073	11/03/04	\$177.70	AFFILIATED COMP	177.70	01-5811-0-000-1-026-083-6460
O	034074	11/03/04	\$785.00	ALL TECH SERVIC	690.00	01-5650-0-000-1-052-061-6130
					95.00	01-5650-0-000-1-052-011-0601
O	034075	11/03/04	\$440.85	ALPHASMART, INC	440.85	01-6411-0-000-1-053-041-0602
O	034076	11/03/04	\$16.59	AMAZON.COM	-0.98	01-9552- - - - -
					17.57	01-4600-0-000-4-023-000-6030
O	034077	11/03/04	\$880.40	AMERICAN EXPRES	396.70	01-5270-0-000-7-013-064-6720
					483.70	01-5270-0-000-7-013-090-6730
O	034078	11/03/04	\$10,000.00	ANAHEIM BALLET	10,000.00	01-5174-0-000-1-055-084-1001
O	034079	11/03/04	\$7,786.77	ANCORA	7,786.77	01-5840-0-000-1-030-000-6210

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034080	11/03/04	\$25.33	ARCH WIRELESS	25.33	01-5811-1-050-1-034-089-6950
O	034081	11/03/04	\$39.86	ARROWHEAD DRINK	39.86	01-5620-0-000-1-030-000-6210
O	034082	11/03/04	\$216.10	BATTERY SPECIAL	216.10	01-4600-1-050-1-034-089-6950
O	034083	11/03/04	\$74.40	BISHOP COMPANY	74.40	01-4600-0-000-1-021-079-6550
O	034084	11/03/04	\$90.00	BLACKBOARD INC.	90.00	01-5811-0-000-7-015-000-6780
O	034085	11/03/04	\$540.00	JAIME BLOUNT	540.00	01-5153-1-069-1-058-036-1305
O	034086	11/03/04	\$675.00	ZACHARY BLOUNT	675.00	01-5153-1-069-1-058-036-1305
O	034087	11/03/04	\$1,174.50	KRISTEN BUSH	1,174.50	01-5153-0-000-7-015-000-6780
O	034088	11/03/04	\$539.00	CA DEPT OF MOTO	539.00	01-6410-1-050-4-034-089-6950
O	034089	11/03/04	\$441.00	CA DEPT OF MOTO	441.00	01-6410-1-050-4-034-089-6950
O	034090	11/03/04	\$188.00	CA DEPT OF MOTO	188.00	01-6410-1-050-4-034-089-6950
O	034091	11/03/04	\$137.00	CA DEPT OF MOTO	137.00	01-6410-1-050-4-034-089-6950
O	034092	11/03/04	\$55.49	CALIFORNIA STAI	55.49	01-4300-0-000-1-055-005-1011
O	034093	11/03/04	\$42.06	CAL'S CAMERAS	42.06	01-4600-0-000-1-055-005-1011
O	034094	11/03/04	\$3,000.00	CAMPUS CONCERTS	3,000.00	01-5811-0-000-4-070-084-1003
O	034095	11/03/04	\$20.40	CAPT	20.40	01-5814-0-000-1-051-065-6499
O	034096	11/03/04	\$50.00	CASFAA	50.00	01-5270-1-021-4-026-083-6460
O	034097	11/03/04	\$125.00	COMMUNITY COLLE	125.00	01-5270-0-000-7-011-000-6610
O	034098	11/03/04	\$1,114.89	CDW GOVERNMENT,	208.96 905.93	01-4300-0-000-4-041-061-4900 01-4212-0-000-1-050-012-0799
O	034099	11/03/04	\$2,433.70	CHAPMAN SERVICE	2,433.70	01-6410-1-075-1-054-033-1203
O	034100	11/03/04	\$2,000.00	CHILDCARE HEALT	2,000.00	01-5153-1-069-1-058-036-1305
O	034101	11/03/04	\$131.88	COLLEGE BOARD	131.88	01-4200-0-000-4-030-000-6210
C	034102	11/03/04	\$-2,772.66	COX MEDIA, INC.	-2,772.66	01-5812-0-000-7-015-000-6780
O	034103	11/03/04	\$180.00	SHARI CYRKIN	180.00	01-5153-1-069-1-058-036-1305
O	034104	11/03/04	\$43.49	TRACY DALY	43.49	01-5590-0-000-7-011-091-6710

WARRANT REGISTER LISTING

Account (COUNTY) - County Account
 Sort: Sorted by Warrant #
 Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034105	11/03/04	\$283.14	DANKA	283.14	01-5651-0-000-1-052-061-0799
O	034106	11/03/04	\$551.68	DOOLEY ENTERPRI	551.68	01-4600-1-050-1-034-089-6950
O	034107	11/03/04	\$101.72	DENNIS DUNCAN	101.72	01-4600-0-000-4-034-000-6771
O	034108	11/03/04	\$55.73	DUNN-EDWARDS CO	55.73	01-4600-0-000-1-021-080-6510
O	034109	11/03/04	\$650.00	EXCELSIOR ELEVA	650.00	01-5651-0-000-4-021-080-6510
O	034110	11/03/04	\$523.77	FABRIC LAND	523.77	01-4344-0-000-1-052-017-1303
O	034111	11/03/04	\$1,180.05	FEDERAL EXPRESS	1,101.51	01-9221- - - - -
					78.54	01-5840-1-091-1-054-033-1203
O	034112	11/03/04	\$228.00	FIRST SCHOOL MO	228.00	01-7600-1-023-4-035-077-6430
O	034113	11/03/04	\$3,267.88	FOOD SYSTEMS, I	54.68	01-5271-0-000-7-013-090-6730
					3,213.20	01-5825-0-000-4-020-000-6790
O	034114	11/03/04	\$765.75	JIM GASTON	765.75	01-5270-0-000-7-015-000-6780
O	034115	11/03/04	\$858.84	WILLIAM HEWITT	858.84	01-5270-1-023-4-035-077-6430
O	034116	11/03/04	\$612.50	HYATT REGENCY A	612.50	01-5270-1-089-1-054-033-1203
O	034117	11/03/04	\$143.00	ALLAN MAC DOUGA	143.00	01-5270-0-000-7-015-000-6780
O	034118	11/03/04	\$40.00	MT. SAN JACINTO	40.00	01-5270-1-030-4-024-000-6320
O	034119	11/03/04	\$410.00	N-OADN NATIONAL	410.00	01-5270-1-089-1-054-033-1203
O	034120	11/03/04	\$1,705.42	OFFICE MAX	52.90	01-4344-0-000-1-056-050-1914
					333.84	01-4600-0-000-1-038-076-6774
					30.63	01-4600-0-000-1-053-087-6120
					145.96	01-4600-0-000-1-055-006-0835
					98.30	01-4600-0-000-4-037-087-6120
					231.20	01-4600-1-050-4-034-089-6950
					25.75	01-4600-0-000-1-030-000-6210
					143.27	01-4600-0-000-1-054-033-1250
					128.36	01-4600-0-000-1-052-061-6130
					4.87	01-4600-0-000-1-023-000-6030
					245.52	01-4600-0-000-1-051-074-6310
					164.18	01-4600-0-093-1-051-086-6310
					100.64	01-4600-0-000-4-041-085-6110
O	034121	11/03/04	\$132.95	OFFICE MAX	0.90	01-4600-0-000-1-055-006-0835
					4.41	01-4600-0-000-7-013-090-6730
					127.64	01-4600-0-000-9-000-000-0000

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034122	11/03/04	\$120.00	BARI RUDMANN	120.00	01-5270-1-024-4-035-075-6420
O	034123	11/03/04	\$50.00	DONNA SNEED	50.00	01-5270-1-006-4-042-000-6011
O	034124	11/03/04	\$1,200.06	FAWN TANRIVERDI	1,200.06	01-5270-1-022-4-035-077-6310
O	034125	11/03/04	\$37.50	LISE S. TELSON	37.50	01-5270-0-000-1-024-000-6620
O	034126	11/03/04	\$37.51	ALTA DENA CERTI	37.51	12-4710-0-000-1-026-067-6920
O	034127	11/03/04	\$352.23	CHILDREN'S BOOK	352.23	12-4600-0-000-4-036-067-6920
O	034128	11/03/04	\$28,326.40	A-VIDD ELECTRON	28,326.40	40-6410-1-477-6-013-000-7100
O	034129	11/03/04	\$3,379.00	AAA - ACTION, I	3,379.00	40-6220-1-477-6-013-000-7100
O	034130	11/03/04	\$12,965.00	ADVANTAGE PAINT	12,965.00	40-6220-1-477-6-013-000-7100
O	034131	11/03/04	\$42,097.33	ALLSTEEL INC.	42,097.33	40-6410-1-477-6-013-000-7100
O	034132	11/03/04	\$395.00	AMER. FENCE CO.	395.00	40-6220-1-477-6-013-000-7100
O	034133	11/03/04	\$17,089.00	APPLE COMPUTER	17,089.00	40-5812-1-471-1-052-061-0799
*	O 034134	11/03/04	\$102,699.00	ARROWWOODS WORK	102,699.00	40-6220-1-477-6-013-000-7100
O	034135	11/03/04	\$16,483.00	ARTESIA GLASS I	16,483.00	40-6220-1-477-6-013-000-7100
O	034136	11/03/04	\$9,595.40	B & H PHOTO	-737.20	40-9552- - - - -
					36.52	40-6411-1-497-4-041-000-0001
					9,567.12	40-6411-1-471-4-041-061-6780
					728.96	40-6410-1-471-4-041-061-6780
O	034137	11/03/04	\$59,148.00	BEST INTERIORS,	59,148.00	40-6220-1-477-6-013-000-7100
O	034138	11/03/04	\$32.33	BURST COMMUNICA	32.33	40-6410-1-477-6-013-000-7100
O	034139	11/03/04	\$29,245.36	CCS PRESENTATIO	29,245.36	40-6410-1-477-6-013-000-7100
O	034140	11/03/04	\$11,058.14	CDW GOVERNMENT,	1,948.67	40-6120-0-487-7-015-000-6780
					3,683.01	40-6411-1-471-4-041-061-6780
					5,426.46	40-4300-1-471-4-041-061-6780
*	O 034141	11/03/04	\$189,952.00	COAN CONSTRUCTI	189,952.00	40-6220-1-477-6-013-000-7100
O	034142	11/03/04	\$27,000.00	CONTROL AIR CON	27,000.00	40-6220-1-477-6-013-000-7100
O	034143	11/03/04	\$2,925.48	CPS SECURITY SO	2,925.48	40-6220-1-477-6-013-000-7100
O	034144	11/03/04	\$76,145.42	DELL MARKETING	76,145.42	40-6411-1-471-1-052-061-0799

Blanket Purchase Order Requisition

Requisition #: RB04-00967 PO #P04-02297
 Requisitioner: R.VILLALBA, 4680, PURCH.
 Order Site: SAVY, Avery Plaza/Purchasing
 Vendor Code: 068785, ARROWWOODS WORKS, INC.
 Req. Info: PK J FOR HEALTH SCIENCE BLDG.

Status: Paid Partial
 Req. Date: 2/03/04 (2005)
 Room: 207
 Req. Cost: \$321,438.00
 Encumbered: \$73,846.00
 Expensed: \$247,592.00
 Invoiced: \$247,592.00

Account Number	Amount	Expensed	Yr
40-6220-1-477-6-013-000-7100	298,871.00	225,025.00	05
40-6220-1-477-6-013-000-7100	22,567.00	22,567.00	04

Description of Blanket Order

BID NO. 1029, BRD. APR. 11-19-03
 PKG. J - INTERIOR ARCHITECTURAL WOOD-
 WORK FOR HEALTH SCIENCES/DISTRICT
 OFFICE BUILDING AT SADDLEBACK COLLEGE.

\$410,310.00

Requisition Total: \$321,438.00

Approved by:

Date:

Requisition Invoice History

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Amount</u>	<u>Date</u>	<u>Check #</u>	<u>Paid Dt</u>
ARROWWOODS WOR #1		\$25,074.00	1/31/04	026858	2/10/04
ARROWWOODS WOR #1 RETENTION		\$2,507.00-	1/31/04	026858	2/10/04
ARROWWOODS WOR #2		\$13,050.00	7/31/04	031734	8/05/04
ARROWWOODS WOR #2 RETENTION		\$1,305.00-	7/31/04	031734	8/05/04
ARROWWOODS WOR #3		\$63,890.00	8/31/04	032733	9/09/04
ARROWWOODS WOR #3 RETENTION		\$6,389.00-	8/31/04	032733	9/09/04
ARROWWOODS WOR #4		\$58,978.00	9/30/04	033387	10/11/04
ARROWWOODS WOR #4 RETENTION		\$5,898.00-	9/30/04	033387	10/11/04
ARROWWOODS WOR #5		\$114,110.00	10/31/04	034134	11/03/04
ARROWWOODS WOR #5 RETENTION		\$11,411.00-	10/31/04	034134	11/03/04
		\$247,592.00			

Approved by:

Date:

Blanket Purchase Order Requisition

Requisition #: RB04-00719	PO #P04-01687	Status: Paid Partial
Requisitioner: R.VILLALBA, 4680, PURCH.		Req. Date: 10/31/03 (2005)
Order Site: SAVY, Avery Plaza/Purchasing		Room: 207
Vendor Code: 068500, COAN CONSTRUCTION CO., INC		Req. Cost: \$1,212,596.00
Req. Info: CONTRACT FOR HS, PKG.F		Encumbered: \$171,269.00
		Expensed: \$1,041,327.00
		Invoiced: \$1,041,327.00

Account Number	Amount	Expensed	Yr
40-9510- - - - -	13,305.00	13,305.00	05
40-6220-1-477-6-013-000-7100	362,391.00	191,122.00	05
40-6220-1-477-6-013-000-7100	836,900.00	836,900.00	04

Description of Blanket Order

BID NO. 1029, BRD. APR. 10/27/03
 PACKAGE F, STRUCTURAL CONCRETE/SITE
 CONCRETE, HEALTH SCIENCE/ DISTRICT
 OFFICES BLDG. AT SADDLEBACK COLLEGE

\$1,190,000.00

Requisition Total:\$1,212,596.00

Approved by:

Date:

Requisition Invoice History

Vendor Name	Invoice #	Amount	Date	Check #	Paid Dt
COAN CONSTRUCT	1	\$65,100.00	11/30/03	025455	12/04/03
COAN CONSTRUCT	RETENTION 12/02/03	\$6,510.00-	12/02/03	025455	12/04/03
COAN CONSTRUCT	#2A	\$168,075.00	12/31/03	026182	1/08/04
COAN CONSTRUCT	#2A RETENTION	\$16,807.00-	12/31/03	026182	1/08/04
COAN CONSTRUCT	#3	\$287,902.00	1/31/04	026677	2/05/04
COAN CONSTRUCT	#3 RETENTION	\$28,791.00-	1/31/04	026677	2/05/04
COAN CONSTRUCT	#4	\$9,262.00	2/29/04	027580	3/11/04
COAN CONSTRUCT	#4 RETENTION	\$926.00-	2/29/04	027580	3/11/04
COAN CONSTRUCT	#5	\$320,389.00	3/31/04	028227	4/02/04
COAN CONSTRUCT	#5 RETENTION	\$32,039.00-	3/31/04	028227	4/02/04
COAN CONSTRUCT	#6	\$40,870.00	4/30/04	029122	5/06/04
COAN CONSTRUCT	#6 RETENTION	\$4,087.00-	4/30/04	029122	5/06/04
COAN CONSTRUCT	#7A	\$38,291.00	5/31/04	030098	6/08/04
COAN CONSTRUCT	#7A RETENTION	\$3,829.00-	5/31/04	030098	6/08/04
COAN CONSTRUCT	#8	\$14,783.00	6/30/04	030788	7/08/04
COAN CONSTRUCT	#8 RETENTION	\$1,478.00-	6/30/04	030788	7/08/04
COAN CONSTRUCT	#9	\$1,299.00	7/31/04	031740	8/05/04
COAN CONSTRUCT	#9 RETENTION	\$129.00-	7/31/04	031740	8/05/04
COAN CONSTRUCT	#10	\$211,059.00	10/31/04	034141	11/03/04
COAN CONSTRUCT	#10 RETENTION	\$21,107.00-	10/31/04	034141	11/03/04
		<u>\$1,041,327.00</u>			

Approved by:

Date:

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034145	11/03/04	\$43,902.36	GMF SOUND, INC.	43,902.36	40-6220-1-477-6-013-000-7100
O	034146	11/03/04	\$42,617.00	ISEC INCORPORAT	42,617.00	40-6220-1-477-6-013-000-7100
O	034147	11/03/04	\$8,089.00	MC MAHON STEEL	8,089.00	40-6220-1-477-6-013-000-7100
O	034148	11/03/04	\$720.00	OVERLAND CONSTR	720.00	40-6220-1-477-6-013-000-7100
O	034149	11/03/04	\$7,733.00	PARK WEST LANDS	7,733.00	40-6220-1-477-6-013-000-7100
O	034150	11/03/04	\$16,650.00	PERFORMANCE CON	16,650.00	40-6220-1-477-6-013-000-7100
O	034151	11/03/04	\$3,512.00	PLUMBING, PIPIN	3,512.00	40-6220-1-477-6-013-000-7100
O	034152	11/03/04	\$284.00	SWRCB ACCOUNTIN	284.00	40-6220-1-477-6-013-000-7100
O	034153	11/04/04	\$224.11	LAWRENCE FAXINO	224.11	01-8890-0-000-9-000-000-0000
O	034154	11/04/04	\$327.71	AT & T WIRELESS	85.17	01-5590-0-000-1-025-000-6570
					94.31	01-5590-0-000-7-010-000-6610
					37.84	01-5590-0-000-7-012-000-6610
					43.84	01-5590-0-000-7-013-000-6610
					66.55	01-5590-0-000-7-013-090-6730
O	034155	11/04/04	\$400.00	VICKI CLAVIR	400.00	01-5811-1-091-1-054-033-1203
O	034156	11/04/04	\$30.00	LEORA DEBOER	30.00	01-5153-1-054-1-054-033-1203
O	034157	11/04/04	\$233.84	DISPLAYS 2GO	-15.23	01-9552- - - - -
					249.07	01-4600-1-034-7-013-090-6760
O	034158	11/04/04	\$50.00	VIRGINIA GOODWI	50.00	01-5153-1-054-1-054-033-1203
O	034159	11/04/04	\$180.00	KATHY GUTKNECHT	180.00	01-5153-1-054-1-054-033-1203
O	034160	11/04/04	\$922.00	HEALTH ED CONSU	922.00	01-5153-1-054-1-054-033-1203
O	034161	11/04/04	\$45.00	NORTH ORANGE CO	45.00	01-5153-1-054-1-054-033-1203
O	034162	11/04/04	\$1,399.10	SBC/MCI	1,001.96	01-5590-0-000-1-025-000-6570
					358.43	01-5590-0-000-4-025-082-6570
					38.71	01-5590-0-000-7-010-000-6610
O	034163	11/04/04	\$623.33	PACIFIC COACHWA	623.33	01-5691-0-000-1-054-022-1399
O	034164	11/04/04	\$360.00	ALBERT PADILLA	360.00	01-5153-1-069-1-058-036-1305
O	034165	11/04/04	\$10,810.00	PCH SHEET METAL	10,810.00	01-6410-2-025-1-025-000-4900
O	034166	11/04/04	\$360.00	LILIANN PEREZ-S	360.00	01-5153-1-069-1-058-036-1305

WARRANT REGISTER LISTING

Account (COUNTY) - County Account
 Sort: Sorted by Warrant #
 Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034167	11/04/04	\$47.43	PETOWN	47.43	01-4344-0-000-1-052-044-0959
O	034168	11/04/04	\$44.95	PITNEY-BOWES SU	38.99	01-5840-1-054-1-054-033-1203
					5.96	01-5620-1-054-1-054-033-1203
O	034169	11/04/04	\$168.09	PRINT MASTERS	86.20	01-5810-1-023-4-035-077-6430
					81.89	01-4600-1-023-4-035-077-6430
O	034170	11/04/04	\$2,014.93	PRINTECH	2,014.93	01-5811-1-034-7-013-090-6760
O	034171	11/04/04	\$2,188.00	PUBLIC BROADCAST	2,188.00	01-5321-0-000-1-022-097-4930
O	034172	11/04/04	\$500.00	R.M. SYSTEMS, I	500.00	01-5811-0-000-1-021-080-6510
O	034173	11/04/04	\$312.42	RADIO SHACK	312.42	01-4300-0-000-1-054-022-1399
O	034174	11/04/04	\$14.83	RALPHS GROCERY	14.83	01-4300-2-074-4-076-008-0401
O	034175	11/04/04	\$1,388.68	RANCHO CAPISTRA	1,388.68	01-5271-0-000-7-011-000-6610
O	034176	11/04/04	\$90.00	BONNIE RENNIE	90.00	01-5811-0-000-4-074-028-1101
O	034177	11/04/04	\$360.00	MARLENE RICHARD	360.00	01-5153-1-069-1-058-036-1305
O	034178	11/04/04	\$435.48	SAVIN CORPORATI	9.40	01-5651-0-000-4-075-015-0701
					93.50	01-5651-0-000-7-015-000-6780
					37.00	01-5651-0-000-1-054-037-2104
					240.30	01-5651-0-000-7-013-092-6773
					40.20	01-5651-0-000-1-052-017-1304
					15.08	01-5651-0-000-1-024-000-6990
O	034179	11/04/04	\$730.50	ROTO-ROOTER PLU	730.50	01-5811-0-000-1-021-080-6510
O	034180	11/04/04	\$2,208.83	ROXIO, INC.	2,208.83	01-6411-1-006-1-052-011-0603
O	034181	11/04/04	\$300.00	THE RP GROUP	300.00	01-5374-0-000-4-020-095-6630
O	034182	11/04/04	\$145.35	RUBBER STAMPS U	-10.77	01-9552- - - - -
					156.12	01-4600-0-000-1-053-087-6120
O	034183	11/04/04	\$1,785.15	S & B FOODS	358.61	01-5271-0-000-7-010-000-6610
					1,426.54	01-5271-0-000-1-025-000-6630
O	034184	11/04/04	\$150.85	S & S COMMUNICA	150.85	01-4600-1-050-4-034-089-6950
O	034185	11/04/04	\$168.66	SAFELITE AUTO G	168.66	01-5811-0-000-1-021-062-6772
O	034186	11/04/04	\$1,151.67	VONS COMPANIES	1,151.67	01-4344-0-000-1-052-017-1306
O	034187	11/04/04	\$223.78	SARGENT-WELCH/C	223.78	01-4300-0-000-1-056-008-0401

WARRANT REGISTER LISTING

Account (COUNTY) - County Account
 Sort: Sorted by Warrant #
 Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034188	11/04/04	\$175.95	SAX	175.95	01-4344-0-000-1-055-005-1002
O	034189	11/04/04	\$364.46	SADDLEBACK COLL	364.46	01-7600-1-023-4-035-077-6430
O	034190	11/04/04	\$54.36	SECURE-IT	-3.72	01-9552- - - - -
					58.08	01-4600-0-000-1-052-061-6130
O	034191	11/04/04	\$47.33	JOEY SELLERS	47.33	01-4600-0-000-1-055-046-1004
O	034192	11/04/04	\$27,590.00	SIRSI CORPORATI	27,590.00	01-5651-0-000-7-015-000-6780
O	034193	11/04/04	\$235.36	SNAP-ON TOOLS C	235.36	01-4300-0-000-1-052-007-0948
O	034194	11/04/04	\$96.39	DONNA SNEED	96.39	01-4600-1-006-4-042-000-6011
O	034195	11/04/04	\$3,229.87	SOUTHERN COUNTI	3,229.87	01-4610-0-000-1-021-062-6772
O	034196	11/04/04	\$966.00	ST. ANDREW'S CH	966.00	01-7600-1-022-4-035-077-6310
O	034197	11/04/04	\$132.59	STATER BROTHERS	132.59	01-4344-0-000-1-052-017-1306
O	034198	11/04/04	\$591.77	SYSTEMS SOURCE,	219.01	01-4600-0-000-1-030-000-6210
					372.76	01-6410-0-000-4-025-068-6599
O	034199	11/04/04	\$7,420.00	ED WARD TACKETT	7,420.00	01-5153-2-094-1-050-000-6011
O	034200	11/04/04	\$1,200.00	TIRABASSI, LIND	1,200.00	01-5811-1-091-1-054-033-1203
O	034201	11/04/04	\$2,562.33	TROKELL COMMUNI	483.22	01-6410-2-046-1-024-094-6440
					2,079.11	01-4600-0-000-1-052-061-6130
O	034202	11/04/04	\$199.80	TSI	214.87	01-4344-0-000-1-055-005-1002
					-15.07	01-9552- - - - -
O	034203	11/04/04	\$6,682.00	POSTMASTER	6,682.00	01-5840-0-000-1-038-073-6022
O	034204	11/04/04	\$300.00	MATT VARHO	300.00	01-5173-0-000-4-070-084-1004
O	034205	11/04/04	\$2,000.00	MICHAEL VENTURA	2,000.00	01-5811-0-000-1-021-079-6550
O	034206	11/04/04	\$40.45	VERIZON WIRELES	40.45	01-5811-0-000-1-055-006-0835
O	034207	11/04/04	\$40,706.10	VQS ENTERPRISES	40,706.10	01-5810-0-000-4-041-073-6022
O	034208	11/04/04	\$75.00	WEST COAST TOWI	75.00	01-5811-1-050-4-034-089-6950
O	034209	11/04/04	\$73.20	WALTERS WHOLESA	73.20	01-4600-0-000-4-021-080-6510
O	034210	11/04/04	\$474.10	WARD'S NATURAL	474.10	01-4300-2-074-4-078-050-1911

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034211	11/04/04	\$1,080.80	WARE DISPOSAL C	1,080.80	01-5510-0-000-4-025-082-6570
O	034212	11/04/04	\$45.00	VICKI WARREN	45.00	01-5153-1-054-1-054-033-1203
O	034213	11/04/04	\$150.00	CHRIS WATTS	150.00	01-5173-0-000-4-070-084-1004
O	034214	11/04/04	\$452.50	ROBERT WENDEL M	452.50	01-4300-0-000-1-055-046-1004
O	034215	11/04/04	\$70.04	WEST GROUP PAYM	70.04	01-4200-0-000-1-050-042-1402
O	034216	11/04/04	\$126.07	WEST-LITE SUPPL	126.07	01-4600-0-000-1-021-080-6510
O	034217	11/04/04	\$40.00	WESTERN STATES	40.00	01-5374-0-000-1-055-000-6011
O	034218	11/04/04	\$233.60	WESTERN STATE D	233.60	01-5650-0-000-1-055-006-0835
O	034219	11/04/04	\$1,448.00	H. W. WILSON CO	1,448.00	01-6300-0-093-1-053-087-6120
O	034220	11/04/04	\$7,171.20	MICHAEL E. WILS	7,171.20	01-5153-0-093-1-021-000-6510
O	034221	11/04/04	\$6,710.15	XEROX CORP.	6,710.15	01-5620-0-000-1-038-076-6774
O	034222	11/04/04	\$888.56	XEROX CORP.	675.10	01-5620-0-000-7-011-000-6610
					48.33	01-5651-0-000-4-077-000-0835
					16.00	01-5811-0-000-1-021-080-6510
					68.95	01-5651-0-000-1-054-037-2104
					80.18	01-5651-0-000-1-034-000-6771
O	034223	11/04/04	\$280.28	RALPHS GROCERY	280.28	12-4710-0-000-1-026-067-6920
O	034224	11/04/04	\$156.24	SAVIN CORPORATI	156.24	12-4600-0-000-1-026-067-6920
O	034225	11/04/04	\$249.54	SAMS CLUB	249.54	12-4710-0-000-4-036-067-6920
O	034226	11/04/04	\$50.00	BECKY THOMAS	50.00	12-4600-0-000-4-036-067-6920
O	034227	11/04/04	\$10,012.14	TROXELL COMMUNI	10,012.14	40-6410-1-477-6-013-000-7100
O	034228	11/04/04	\$10,402.47	VIDEOTAPE PRODU	10,402.47	40-6410-1-477-6-013-000-7100
*	O 034229	11/04/04	\$135,055.80	WP ELECTRIC & C	135,055.80	40-6120-0-487-7-015-000-6780
O	034230	11/04/04	\$2,447.50	CARL WARREN & C	2,447.50	68-5811-0-000-7-013-000-6720
O	034231	11/04/04	\$10.50	ELEANOR ORTIZ	10.50	01-5269-0-000-7-013-090-6730
O	034232	11/04/04	\$13.50	DIANE RIOPKA	13.50	01-5269-0-000-1-024-000-6620
O	034233	11/04/04	\$21.00	SUSAN CORUM	21.00	01-5269-0-000-4-072-000-6012

Blanket Purchase Order Requisition

Requisition #: RB05-00852	PO #P05-01311	Status: Paid Partial
Requisitioner: Rick Van Leeuwen/IT/4331		Req. Date: 9/07/04 (2005)
Order Site: SDCC, SC Dist Information Technol		Room: DCC3
Vendor Code: 069446, WP ELECTRIC & COMM. INC.		Req. Cost: \$184,356.00
Req. Info: Bid# 259D Telephone Infrastructure		Encumbered: \$49,300.20
		Expensed: \$135,055.80
		Invoiced: \$135,055.80

Account Number	Amount	Expensed	Yr
40-6120-0-487-7-015-000-6780	184,356.00	135,055.80	05

Description of Blanket Order

Bid # 259D - Telephone Infrastructure
 Remediation awarded to WP Electric &
 Communications, Inc.

Board Item #10 Approved 8/30/04

Requisition Total: \$184,356.00

Approved by:

Date:

Requisition History Notepad

NEW VENDOR:

WP ELECTRIC & COMMUNICATIONS, INC
CONTACT - JIM ROCHE
22711 EAST LA PALMA AVENUE
YORBA LINDA, CA 92887

TEL: 714-692-7170
FAX: 714-692-7177

Requisition Invoice History

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Amount</u>	<u>Date</u>	<u>Check #</u>	<u>Paid Dt</u>
WP ELECTRIC &	3285	\$135,055.80	11/03/04	034229	11/04/04

Approved by:

Date:

WARRANT REGISTER LISTING

Account (COUNTY) - County Account
 Sort: Sorted by Warrant #
 Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034234	11/04/04	\$37.12	TRACY DALY	37.12	01-5269-0-000-7-011-091-6710
O	034235	11/04/04	\$147.17	GALLS INC.	98.84	01-4600-1-050-1-034-089-6950
					48.33	01-4600-1-050-4-034-089-6950
O	034236	11/04/04	\$42.56	GANDER-PRINTCO	42.56	01-4600-0-000-4-078-000-6011
O	034237	11/04/04	\$900.45	GE CAPITAL	900.45	01-6430-1-045-4-041-076-6774
O	034238	11/04/04	\$103.80	GIANT CO2	103.80	01-4600-0-000-1-021-081-6550
O	034239	11/04/04	\$293.25	GLOBAL IMAGING	293.25	01-5620-0-000-1-022-000-6620
O	034240	11/04/04	\$875.00	GOODWILL INDUST	875.00	01-5811-1-024-4-035-075-6420
O	034241	11/04/04	\$10.50	ESTER GRAHAM	10.50	01-5269-0-000-7-013-090-6730
O	034242	11/04/04	\$527.17	GRAPHIC DISTRIB	527.17	01-4344-0-000-1-055-005-1011
O	034243	11/04/04	\$1,020.00	KELLY GRIMES	1,020.00	01-5153-1-069-1-058-036-1305
O	034244	11/04/04	\$43.51	LINDA HALL	43.51	01-4600-1-069-1-058-036-1305
O	034245	11/04/04	\$722.31	HEWITT & O'NEIL	722.31	01-5721-0-000-6-016-000-6610
O	034246	11/04/04	\$92.28	HI STANDARD	92.28	01-4600-1-050-1-034-089-6950
O	034247	11/04/04	\$1,115.21	BOB HICKS TURF	1,115.21	01-6410-0-000-1-021-062-6772
O	034248	11/04/04	\$42.91	HIGH SCOPE FOUN	42.91	01-4200-0-000-1-058-000-6011
O	034249	11/04/04	\$408.62	HOME DEPOT CRED	215.25	01-4600-0-000-1-021-080-6510
					107.63	01-4600-0-000-1-021-079-6550
					85.74	01-4600-0-000-1-052-035-0109
O	034250	11/04/04	\$50.00	HONORS TRANSFER	50.00	01-5374-0-000-4-022-000-6498
O	034251	11/04/04	\$195.00	SARA HOPKINS	195.00	01-5153-1-069-1-058-036-1305
O	034252	11/04/04	\$454.41	HORN IMPROVEMEN	350.19	01-4300-0-000-1-055-046-1004
					104.22	01-4600-0-000-1-055-046-1004
O	034253	11/04/04	\$66.00	ROBINA HUSTING	66.00	01-5271-0-000-7-011-000-6610
O	034254	11/04/04	\$20.00	DORINA IACINO-T	20.00	01-5620-0-000-1-056-000-6011
O	034255	11/04/04	\$2,489.03	IMAGE PRINTING	2,489.03	01-5810-0-000-4-030-000-6210
O	034256	11/04/04	\$182.11	IMAGISTICS INTE	86.21	01-5620-0-000-7-013-064-6720
					52.80	01-5620-0-000-7-013-092-6773

WARRANT REGISTER LISTING

k Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
					43.10	01-5620-0-000-1-021-080-6510
O	034257	11/04/04	\$17.56	IRVINE PIPE & S	12.45	01-4600-0-000-1-021-080-6510
					5.11	01-4600-0-000-4-021-080-6510
O	034258	11/04/04	\$47.05	IRVINE RANCH WA	47.05	01-5593-0-000-4-025-082-6570
O	034259	11/04/04	\$1,191.24	IRVINE RANCH WA	1,191.24	01-5593-0-000-4-025-082-6570
O	034260	11/04/04	\$1,119.01	IRVINE RANCH WA	1,119.01	01-5593-0-000-4-025-082-6570
O	034261	11/04/04	\$8,371.96	IRVINE RANCH WA	8,371.96	01-5593-0-000-4-025-082-6570
O	034262	11/04/04	\$6,125.25	IRVINE RANCH WA	6,125.25	01-5593-0-000-4-025-082-6570
O	034263	11/04/04	\$256.25	IRVINE RANCH WA	256.25	01-5593-0-000-4-025-082-6570
O	034264	11/04/04	\$1,335.07	IRVINE RANCH WA	1,335.07	01-5593-0-000-4-025-082-6570
O	034265	11/04/04	\$480.00	IRVINE RANCH WA	480.00	01-5593-0-000-4-025-082-6570
O	034266	11/04/04	\$422.05	IRVINE VALLEY C	422.05	01-7600-1-022-4-035-077-6310
O	034267	11/04/04	\$390.00	IVC CHILD DEVEL	390.00	01-7600-1-022-4-035-077-6310
O	034268	11/04/04	\$106.22	JAMECO ELECTRON	106.22	01-4300-2-074-4-078-021-0934
O	034269	11/04/04	\$112.42	JAY'S CATERING	112.42	01-5271-1-069-1-058-036-1305
O	034270	11/04/04	\$32.33	JEFF'S SPORTING	32.33	01-4300-0-093-1-055-006-0835
O	034271	11/04/04	\$10.50	BICHTUYEN JENSE	10.50	01-5269-0-000-7-013-090-6730
O	034272	11/04/04	\$102.97	JOHNSTONE SUPPL	102.97	01-4600-0-000-1-021-080-6510
O	034273	11/04/04	\$573.66	KOHLER POWER SY	573.66	01-5651-0-000-7-015-000-6780
O	034274	11/04/04	\$4,912.24	ROBERT J. KOPEC	4,912.24	01-5811-0-000-6-016-000-6610
O	034275	11/04/04	\$99.30	LAB SAFETY SUPP	106.18	01-4300-0-000-1-056-008-0401
					-6.88	01-9552- - - - -
O	034276	11/04/04	\$14.28	LOUIS LEO	14.28	01-4600-1-030-4-024-000-6320
O	034277	11/04/04	\$740.00	LET'S WRAP IT U	740.00	01-5830-1-034-7-013-090-6760
O	034278	11/04/04	\$150.00	RAYMOND LLEWELL	150.00	01-5173-0-000-4-070-084-1004
O	034279	11/04/04	\$48.27	LONG'S ELECTRON	-3.09	01-9552- - - - -
					51.36	01-4300-2-074-4-078-021-0934

WARRANT REGISTER LISTING

Bank Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034280	11/04/04	\$114.50	LRP PUBLICATION	-8.87 01-9552- - - - - 123.37 01-4200-0-000-4-024-000-6620	
O	034281	11/04/04	\$9.75	ERIN MARSHALL	9.75 01-5269-0-000-7-011-091-6710	
O	034282	11/04/04	\$1,946.73	MC KESSON GENER	945.80 01-4300-0-000-1-054-033-1203 379.51 01-4300-0-000-1-055-006-0835 621.42 01-4600-1-046-1-024-094-6440	
O	034283	11/04/04	\$41.95	MEDCO SUPPLY CO	45.20 01-4300-0-000-1-055-006-0835 -3.25 01-9552- - - - -	
O	034284	11/04/04	\$1,358.00	MERIT SOFTWARE	1,463.25 01-6412-1-024-1-051-075-6420 -105.25 01-9552- - - - -	
O	034285	11/04/04	\$54.71	MERITLINE.COM	54.71 01-4600-0-000-7-011-091-6710	
O	034286	11/04/04	\$50.85	MF ATHLETIC COM	-3.94 01-9552- - - - - 54.79 01-4600-1-024-1-051-075-6420	
O	034287	11/04/04	\$1,267.42	MIDWEST LIBRARY	1,267.42 01-6300-2-025-4-037-087-6120	
O	034288	11/04/04	\$932.70	MODERN BIOLOGY	-66.34 01-9552- - - - - 999.04 01-4300-2-074-4-076-008-0401	
O	034289	11/04/04	\$127.32	STUDIO DEPOT EX	127.32 01-4300-0-000-1-052-011-0601	
O	034290	11/04/04	\$5,602.92	MOULTON-NIGUEL	5,602.92 01-5593-0-000-1-025-000-6570	
O	034291	11/04/04	\$45.62	MOUSER ELECTRON	45.62 01-4344-0-000-1-052-021-0934	
C	034292	11/04/04	\$-43,958.80	MUNICIPAL FINAN	-43,958.80 01-7100-0-000-4-025-068-6720	
O	034293	11/04/04	\$225.00	NASFAA	225.00 01-6412-0-000-1-026-083-6460	
O	034294	11/04/04	\$8.45	NEATO	-0.39 01-9552- - - - - 8.84 01-4300-0-000-4-037-087-6120	
O	034295	11/04/04	\$66.75	SHERI L. NELSON	66.75 01-5269-0-000-1-022-000-6620	
O	034296	11/04/04	\$272.25	NIAGARA DRINKIN	272.25 01-4600-0-000-1-025-000-6570	
O	034297	11/04/04	\$1,544.40	ORANGE COUTY SH	1,544.40 01-5811-1-050-1-034-089-6950	
O	034298	11/04/04	\$116.54	ORANGE COUNTY R	116.54 01-4200-0-000-1-055-056-1007	
O	034299	11/04/04	\$11.25	JOYCE SEMANIK	11.25 01-5269-0-000-1-030-000-6210	
O	034300	11/04/04	\$115.87	DONNA SNEED	115.87 01-5269-0-000-4-042-000-6710	

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034301	11/04/04	\$32.63	DIANE TURNER	32.63	01-5269-0-000-1-038-091-6710
O	034302	11/04/04	\$127.62	GWEN VENDLEY	127.62	01-5269-0-000-4-024-000-6620
O	034303	11/04/04	\$10.50	ELAINE WAIKNIS	10.50	01-5269-0-000-7-013-090-6730
O	034304	11/04/04	\$127.69	GANDER-PRINTCO	127.69	12-4600-0-000-4-036-067-6920
O	034305	11/04/04	\$63.52	HITT MARKING DE	63.52	12-4600-0-000-4-036-067-6920
O	034306	11/04/04	\$50,347.00	HAITBRINK ASPHA	50,347.00	40-6120-0-495-1-013-089-6950
O	034307	11/04/04	\$118.53	LAMAR SPACE INC	118.53	40-6220-1-477-6-013-000-7100
O	034308	11/04/04	\$14,901.07	LVH ENTERTAINME	14,901.07	40-6220-1-483-1-021-000-7101
O	034309	11/04/04	\$618.39	MARK IV COMMUNI	618.39	40-6120-0-487-7-015-000-6780
O	034310	11/04/04	\$385.96	W. W. GRAINGER	385.96	68-6420-0-000-7-013-000-6720
O	034311	11/04/04	\$2,772.66	COX COMMUNICATI	2,772.66	01-5812-0-000-7-015-000-6780
O	034312	11/04/04	\$43,958.80	CITIZENS BUSINE	43,958.80	01-7100-0-000-4-025-068-6720
O	034313	11/05/04	\$30,020.95	ACSIG/EDGE	254.03 29,766.92	01-3431-0-000-9-001-000-6770 01-3400-0-000-9-001-000-6770
O	034314	11/05/04	\$80,990.10	ACSIG/EDGE	727.31 80,262.79	01-3431-0-000-9-001-000-6770 01-3400-0-000-9-001-000-6770
O	034315	11/05/04	\$27,534.53	FORTIS BENEFITS	27,534.53	01-3400-0-000-9-001-000-6770
O	034316	11/05/04	\$1,984.50	F & E HEDMAN	1,984.50	01-6410-0-000-7-013-064-6720
O	034317	11/05/04	\$2,839.70	HYATT LEGAL	2,839.70	01-3400-0-000-9-001-000-6770
O	034318	11/05/04	\$25,622.74	ING EMPLOYEE BE	25,622.74	01-3400-0-000-9-001-000-6770
O	034319	11/05/04	\$300.00	ORANGE CO. DEPT	300.00	01-5374-0-000-4-075-015-0701
O	034320	11/05/04	\$1,942.00	LA WEEKLY/QC WE	1,942.00	01-5830-0-000-1-038-091-6710
O	034321	11/05/04	\$2,574.74	PACIFICARE BEHA	10.41 2,564.33	01-3431-0-000-9-001-000-6770 01-3400-0-000-9-001-000-6770
* O	034322	11/05/04	\$632,955.36	SISC III HEALTH	4,304.18 2,819.98 625,831.20	01-3410-0-000-1-001-000-4901 01-3410-0-000-4-001-000-4901 01-3400-0-000-9-001-000-6770
O	034323	11/05/04	\$2,306.26	UNUM LIFE INSUR	2,306.26	01-3400-0-000-9-001-000-6770

Blanket Purchase Order Requisition

Requisition #: RB05-00363	PO #P05-00221	Status: Paid Partial
Requisitioner: ADonovan		Req. Date: 6/22/04 (2005)
Order Site: SLIB, SC Library		Room: 318
Vendor Code: 068309, SISC III HEALTH BENEFITS		Req. Cost: \$8,005,770.14
Req. Info: SISC (PPO)-Benefits FY 2004/05 Fund		Encumbered: \$5,065,493.41
		Expensed: \$2,940,276.73
		Invoiced: \$2,940,276.73

Account Number	Amount	Expensed	Yr
01-3400-0-000-9-001-000-6770	7,938,758.51	2,920,663.15	05
01-3431-0-000-9-001-000-6770	0.00	0.00	05
01-3410-0-000-1-001-000-4901	43,635.48	12,488.60	05
01-3410-0-000-4-001-000-4901	23,376.15	7,124.98	05

Description of Blanket Order

Estimate SISC PPO Benefits for
 FY 2004/05
 Fund 01

Requisition Total: \$8,005,770.14

Approved by:

Date:

Requisition Invoice History

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Amount</u>	<u>Date</u>	<u>Check #</u>	<u>Paid Dt</u>
SISC III HEALT	JULY 2004....	\$557,999.75	7/01/04	031070	7/13/04
SISC III HEALT	AUGUST 2004	\$553,455.88	8/01/04	031828	8/11/04
SISC III HEALT	SEPTEMBER 2004.	\$565,671.30	9/01/04	032744	9/13/04
SISC III HEALT	OCTOBER 2004	\$630,194.44	10/01/04	033287	10/07/04
SISC III HEALT	NOVEMBER 2004	\$632,955.36	11/01/04	034322	11/05/04
		\$2,940,276.73			

Approved by:

Date:

WARRANT REGISTER LISTING

Account (COUNTY) - County Account
 Sort: Sorted by Warrant #
 Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034324	11/05/04	\$657.98	MISSION HOSPITA	657.98	68-5811-0-000-7-013-000-6750
O	034325	11/05/04	\$3,021.00	ACSIG/EDGE	1,691.76 1,329.24	71-3410-0-000-9-000-000-5900 71-3430-0-000-9-000-000-6740
O	034326	11/05/04	\$8,145.75	ACSIG/EDGE	4,561.62 3,584.13	71-3410-0-000-9-000-000-5900 71-3430-0-000-9-000-000-6740
*	O 034327	11/05/04	\$132,569.24	SISC III HEALTH	78,819.62 47,947.62 5,802.00	71-3410-0-000-9-000-000-5900 71-3430-0-000-9-000-000-6740 71-3431-0-000-9-000-000-6770
O	034328	11/10/04	\$25.00	TARUI KAZUMITSU	25.00	01-5820-0-000-7-013-090-6730
O	034329	11/10/04	\$15.00	BARBARA STOCKLE	15.00	01-5820-0-000-7-013-090-6730
O	034330	11/10/04	\$20.00	MARIA TRAVER	20.00	01-5820-0-000-7-013-090-6730
O	034331	11/10/04	\$18.00	TIMOTHY SCHMIDT	18.00	01-5820-0-000-7-013-090-6730
O	034332	11/10/04	\$15.00	JOHN LU	15.00	01-5820-0-000-7-013-090-6730
O	034333	11/10/04	\$25.00	LYNN MCCANN	25.00	01-5820-0-000-7-013-090-6730
O	034334	11/10/04	\$10.00	RICHARD CABRERA	10.00	01-5820-0-000-7-013-090-6730
O	034335	11/10/04	\$15.00	WAYNE WARD	15.00	01-5820-0-000-7-013-090-6730
O	034336	11/10/04	\$75.00	ADN DIRECTORS O	75.00	01-5374-0-000-1-054-033-1203
O	034337	11/10/04	\$2,801.17	ALLSTEEL INC.	2,801.17	01-6410-0-000-1-038-091-6710
O	034338	11/10/04	\$40.80	AMAZON.COM	43.96 -3.16	01-4200-0-000-1-050-000-6011 01-9552- - - - -
O	034339	11/10/04	\$51.80	AMAZON.COM	-4.01 55.81	01-9552- - - - - 01-4300-2-074-4-078-029-1914
O	034340	11/10/04	\$88.00	AMERICAN RED CR	88.00	01-4344-0-000-1-055-049-0835
O	034341	11/10/04	\$50.00	TAYLOR AMES	50.00	01-5811-1-021-1-026-000-6460
O	034342	11/10/04	\$199.27	ANCORA	199.27	01-9221- - - - -
O	034343	11/10/04	\$1,252.20	ASSN OF PERFORM	605.00 647.20	01-5270-0-000-1-055-084-6892 01-5374-0-000-1-055-000-6011
O	034344	11/10/04	\$520.00	BRIDGES TRANSIT	520.00	01-5811-1-002-4-042-093-6011
O	034345	11/10/04	\$605.00	COMMUNITY COLLE	285.00	01-5270-0-000-4-020-000-6620

Blanket Purchase Order Requisition

Requisition #: RB05-00364 PO #P05-00187 Status: Paid Partial
Requisitioner: ADonovan Req. Date: 6/22/04 (2005)
Order Site: SLIB, SC Library Room: 318
Vendor Code: 068309, SISC III HEALTH BENEFITS Req. Cost: \$1,607,760.72
Req. Info: Blue Shield (Retiree) Benefits FY 2 Encumbered: \$995,643.76
Expensed: \$612,116.96
Invoiced: \$612,116.96

Account Number	Amount	Expensed	Yr
71-3410-0-000-9-000-000-5900	966,009.26	360,935.39	05
71-3430-0-000-9-000-000-6740	577,796.46	223,244.57	05
71-3431-0-000-9-000-000-6770	63,955.00	27,937.00	05

Description of Blanket Order

Blue Shield (Retiree) Benefits
FY 2004/05

Requisition Total: \$1,607,760.72

Approved by:

Date:

Requisition Invoice History

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Amount</u>	<u>Date</u>	<u>Check #</u>	<u>Paid Dt</u>
SISC III HEALT	JULY 2004	\$117,712.46	7/01/04	031074	7/13/04
SISC III HEALT	AUGUST 2004.....	\$117,975.33	8/01/04	031832	8/11/04
SISC III HEALT	SEPT. 2004	\$120,299.17	9/01/04	032748	9/13/04
SISC III HEALT	OCTOBER 2004.....	\$123,560.76	10/01/04	033290	10/07/04
SISC III HEALT	NOVEMBER 2004.....	\$132,569.24	11/01/04	034327	11/05/04
		\$612,116.96			

Approved by:

Date:

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
					320.00	01-5270-0-000-8-016-000-6610
O	034346	11/10/04	\$3,023.56	CHEVRON U.S.A.,	234.18	01-4610-0-000-1-021-062-6772
					664.56	01-5691-0-000-1-056-000-6011
					2,124.82	01-4610-0-000-4-021-062-6772
O	034347	11/10/04	\$110.00	CHRIS COCHRAN	110.00	01-5811-1-021-1-026-000-6460
O	034348	11/10/04	\$250.00	COLLEGE BOARD	250.00	01-6412-1-021-1-026-000-6460
O	034349	11/10/04	\$110.14	COPY MAX	110.14	01-4600-0-000-1-038-076-6774
O	034350	11/10/04	\$1,037.51	CORPORATE BUSIN	644.88	01-6410-0-000-4-030-072-6499
					392.63	01-4600-0-000-4-024-000-6620
O	034351	11/10/04	\$600.00	COX MEDIA, INC.	600.00	01-5830-1-021-1-026-000-6460
O	034352	11/10/04	\$2,676.17	DANKA	2,676.17	01-5651-0-000-4-041-076-6774
O	034353	11/10/04	\$53.88	DLT SOLUTIONS	53.88	01-4212-0-000-1-050-012-0799
O	034354	11/10/04	\$10.20	DENNIS DUNCAN	10.20	01-5270-0-000-4-034-000-6771
O	034355	11/10/04	\$19.61	EBS CO SUBSCRIPT	19.61	01-6300-2-025-4-037-087-6120
O	034356	11/10/04	\$1,092.93	ENTERPRISE RENT	1,092.93	01-5620-0-000-4-021-062-6772
O	034357	11/10/04	\$75.00	EXPERIAN	75.00	01-5811-0-000-1-026-083-6460
O	034358	11/10/04	\$4,675.79	FORENSIC ANALYT	4,675.79	01-5811-0-000-4-025-068-6599
O	034359	11/10/04	\$18.17	FREEWAY AUTO SU	18.17	01-4600-0-000-1-021-062-6772
O	034360	11/10/04	\$344.40	DAVID FRETZ	344.40	01-5691-0-000-4-076-008-0401
O	034361	11/10/04	\$1,397.74	NEW YORK HILTON	1,397.74	01-5270-0-000-1-055-084-6892
O	034362	11/10/04	\$493.73	FRANCES MILLER	493.73	01-5270-0-000-7-013-090-6730
O	034363	11/10/04	\$1,207.54	OFFICE MAX	229.41	01-4300-0-000-1-056-000-6011
					68.64	01-4600-1-046-4-036-094-6440
					20.43	01-4600-0-000-4-070-000-6011
					129.62	01-4600-1-024-1-051-075-6420
					180.63	01-4600-1-046-1-024-094-6440
					525.84	01-4600-0-000-7-013-090-6730
					52.97	01-4600-0-000-4-026-083-6460
O	034364	11/10/04	\$327.00	PMW ASSOCIATES	327.00	01-5270-0-000-4-034-000-6771
O	034365	11/10/04	\$389.55	DAVID SHINNICK	389.55	01-5270-1-006-4-042-000-6011

WARRANT REGISTER LISTING

Account (COUNTY) - County Account
 Sort: Sorted by Warrant #
 Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034366	11/10/04	\$398.00	SKILLPATH, INC.	398.00	01-5270-0-000-7-013-064-6720
O	034367	11/10/04	\$91,586.00	ANDERSON & HOWA	91,586.00	40-6220-1-477-6-013-000-7100
O	034368	11/10/04	\$99.00	B & H PHOTO	-7.67	40-9552- - - - -
					106.67	40-6411-1-471-4-041-061-6780
O	034369	11/10/04	\$5,710.75	KI (KRUEGER INT	5,710.75	40-6220-1-477-6-013-000-7100
O	034370	11/10/04	\$4,508.41	RONDEUX RELOCAT	4,508.41	40-6220-1-477-6-013-000-7100
O	034371	11/10/04	\$22,000.00	TV MAGIC, INC.	22,000.00	40-6220-1-477-6-013-000-7100
O	034372	11/10/04	\$12,375.00	UCMI, INC.	12,375.00	40-6224-1-477-6-013-000-7100
O	034373	11/10/04	\$1,181.76	SAN DIEGO GAS &	1,181.76	01-5591-0-000-1-025-000-6570
O	034374	11/10/04	\$32,591.16	SAN DIEGO GAS &	32,591.16	01-5591-0-000-1-025-000-6570
O	034375	11/10/04	\$9,025.51	SO. CAL. GAS CO	9,025.51	01-5592-0-000-1-025-000-6570
O	034376	11/10/04	\$15.00	LAURA ABRAMS	15.00	01-5269-0-000-7-013-064-6720
O	034377	11/10/04	\$57.75	DONNA BECK	57.75	01-5269-1-005-1-054-000-6011
O	034378	11/10/04	\$53.62	KAREN BRONSON	53.62	01-5269-0-000-7-013-064-6720
O	034379	11/10/04	\$21.00	SUSAN CORUM	21.00	01-5269-0-000-4-072-000-6012
O	034380	11/10/04	\$21.54	GALLS INC.	21.54	01-4600-0-000-1-034-000-6771
O	034381	11/10/04	\$225.80	GANAHL LUMBER	225.80	01-4600-0-000-4-021-080-6510
O	034382	11/10/04	\$140.05	GIANT CO2	140.05	01-4600-0-000-1-021-081-6550
O	034383	11/10/04	\$12.00	GLAMOUR	12.00	01-4200-0-000-1-052-017-1303
O	034384	11/10/04	\$125.00	GOODWILL INDUST	125.00	01-5811-1-024-4-035-075-6420
O	034385	11/10/04	\$840.00	HERCULES PORTAB	840.00	01-5811-0-000-1-021-080-6510
O	034386	11/10/04	\$585.00	HIGHER GROUND,	585.00	01-5590-0-000-4-025-082-6570
O	034387	11/10/04	\$80.00	RACHEL HIPOLITE	80.00	01-5811-1-021-1-026-000-6460
O	034388	11/10/04	\$107.36	CHRIS HOGSTEDT	107.36	01-4600-1-046-4-036-094-6440
O	034389	11/10/04	\$87.50	THE HOLLYWOOD R	87.50	01-4200-0-000-1-052-011-0601
O	034390	11/10/04	\$145.94	HOME DEPOT CRED	145.94	01-4600-0-000-1-021-080-6510

WARRANT REGISTER LISTING

Escape - AP

v 4.2

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034391	11/10/04	\$213.66	IRVINE PIPE & S	213.66	01-4600-0-000-4-021-080-6510
O	034392	11/10/04	\$320.00	JACK IVERSON	320.00	01-5811-0-000-1-055-006-0835
O	034393	11/10/04	\$111.80	JOHNSTONE SUPPL	111.80	01-4600-0-000-1-021-080-6510
O	034394	11/10/04	\$30.00	RANIA KARKAR	30.00	01-5811-1-021-1-026-000-6460
O	034395	11/10/04	\$125.00	KEENAN & ASSOCI	125.00	01-9510- - - - -
O	034396	11/10/04	\$20.91	DAVIT S. KHACHA	20.91	01-5269-0-000-7-013-064-6720
O	034397	11/10/04	\$100.00	ALISON KING	100.00	01-5811-1-021-1-026-000-6460
O	034398	11/10/04	\$110.00	JASON KING	110.00	01-5811-1-021-1-026-000-6460
O	034399	11/10/04	\$143.06	L.A. TIMES	143.06	01-4200-0-000-1-055-056-1007
O	034400	11/10/04	\$672.00	L. A. TIMES	672.00	01-5830-2-021-4-026-083-6460
O	034401	11/10/04	\$39.44	LIBRARY OF CONG	39.44	01-5812-2-029-4-037-087-6120
O	034402	11/10/04	\$63.30	LINCOLN EQUIPME	63.30	01-4600-0-000-1-021-081-6550
O	034403	11/10/04	\$3.00	TEDDI LORCH	3.00	01-5269-0-000-7-013-090-6730
O	034404	11/10/04	\$27.00	MAYO CLINIC HEA	27.00	01-4200-1-046-4-036-094-6440
O	034405	11/10/04	\$10.62	MARY MC CARTHY	10.62	01-4600-1-030-4-024-000-6320
O	034406	11/10/04	\$650.00	MERCURY DOCUMEN	650.00	01-5651-0-000-1-053-087-6120
O	034407	11/10/04	\$5.30	METROCALL	5.30	01-5811-0-000-7-013-092-6773
O	034408	11/10/04	\$153.47	MIDWEST LIBRARY	153.47	01-6300-2-025-4-037-087-6120
O	034409	11/10/04	\$491.41	NEXTEL COMMUNIC	491.41	01-5590-0-000-1-025-000-6570
O	034410	11/10/04	\$517.57	NEXTEL COMMUNIC	517.57	01-5590-0-000-7-015-000-6780
O	034411	11/10/04	\$618.75	NEXTIRAONE, LLC	243.75	01-5590-0-000-1-025-000-6570
					375.00	01-5590-0-000-4-025-082-6570
O	034412	11/10/04	\$30.00	JENNIFER NGUYEN	30.00	01-5811-1-021-1-026-000-6460
O	034413	11/10/04	\$771.69	NOR CAL SWIM SH	771.69	01-4300-0-093-1-055-006-0835
O	034414	11/10/04	\$58.00	ORANGE CO. BUSI	58.00	01-4200-0-000-4-020-000-6620
O	034415	11/10/04	\$960.88	ORANGE COUNTY R	960.88	01-5830-1-021-4-026-083-6460

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

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Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034416	11/10/04	\$960.88	ORANGE COUNTY R	960.88	01-5830-1-021-4-026-083-6460
O	034417	11/10/04	\$960.88	ORANGE COUNTY R	960.88	01-5830-2-021-4-026-083-6460
O	034418	11/10/04	\$1,062.56	ORANGE COUNTY R	1,062.56	01-5830-0-000-1-055-084-6892
O	034419	11/10/04	\$112.40	ORANGE COUNTY R	112.40	01-5830-0-000-4-070-084-1007
O	034420	11/10/04	\$112.40	ORANGE COUNTY R	112.40	01-5830-0-000-4-070-084-1007
O	034421	11/10/04	\$690.80	ORANGE COUNTY R	690.80	01-5830-0-000-9-013-092-6773
O	034422	11/10/04	\$12,893.48	ORANGE COUNTY R	12,893.48	01-5830-0-000-1-038-091-6710
O	034423	11/10/04	\$820.00	ORKIN EXTERMINA	820.00	01-5811-0-000-1-021-080-6510
O	034424	11/10/04	\$22.00	OVERNIGHT NUMBE	22.00	01-5811-0-000-1-038-076-6774
O	034425	11/10/04	\$115.87	DONNA SNEED	115.87	01-5269-0-000-4-042-000-6710
O	034426	11/10/04	\$24.00	RICK VAN LEEUWE	24.00	01-5269-0-000-7-015-000-6780
O	034427	11/10/04	\$90.00	ORKIN EXTERMINA	90.00	12-5811-0-000-4-036-067-6920
O	034428	11/10/04	\$4,350.00	KEENAN & ASSOCI	4,350.00	68-5811-0-000-7-013-000-6720
C	034429	11/10/04	\$-3,000.00	PROTECTED INSUR	-3,000.00	68-5811-0-000-7-013-000-6750
O	034430	11/10/04	\$15.56	EARL PAGAL	15.56	68-5269-0-000-7-013-000-6610
O	034431	11/10/04	\$3,000.00	KEENAN & ASSOCI	3,000.00	68-5811-0-000-7-013-000-6750
C	034432	11/15/04	\$-87.63	AT & T WIRELESS	-40.08	01-5590-0-000-7-013-092-6773
					-47.55	01-5590-1-050-1-034-089-6950
C	034433	11/15/04	\$-435.47	PACIFIC COACHWA	-435.47	01-5691-0-000-1-054-022-1399
C	034434	11/15/04	\$-217.94	PACIFIC OFFICE	-217.94	01-5651-0-000-1-038-076-6774
C	034435	11/15/04	\$-997.09	PACT, AN ADOPTI	-997.09	01-4200-1-069-1-058-036-1305
C	034436	11/15/04	\$-417.18	KEN PATTON	-417.18	01-6410-0-000-1-050-012-0799
C	034437	11/15/04	\$-30.00	HEATHER PEIRCE	-30.00	01-5811-1-021-1-026-000-6460
C	034438	11/15/04	\$-1,012.85	PRINT MASTERS	-512.85	01-5810-1-023-4-035-077-6430
					-250.00	01-5810-1-024-4-035-075-6420
					-250.00	01-5810-1-022-4-035-077-6310
O	034439	11/15/04	\$-625.00	PUBLIC ECONOMIC	-625.00	01-5811-0-000-7-013-000-6610

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
C	034440	11/15/04	\$-395.00	PURETEC	-395.00	01-5811-0-000-1-056-000-6011
C	034441	11/15/04	\$-810.00	QUICK CAPTION	-810.00	01-5811-1-024-1-051-075-4930
C	034442	11/15/04	\$-130.59	RECALL SECURE D	-39.26	01-5811-0-000-7-013-064-6720
					-39.27	01-5811-0-000-7-013-090-6730
					-52.06	01-5811-1-024-1-051-075-6420
C	034443	11/15/04	\$-510.40	SAVIN CORPORATI	-224.40	01-5651-1-023-1-051-077-6430
					-224.40	01-5651-1-026-1-051-000-6310
					-61.60	01-5651-0-000-1-020-000-6620
C	034444	11/15/04	\$-5,235.00	ROTO-ROOTER PLU	-367.52	01-5811-0-000-1-021-079-6550
					-4,867.48	01-5811-0-000-1-021-080-6510
C	034445	11/15/04	\$-708.63	S & B FOODS	-496.89	01-5271-0-000-7-011-000-6610
					-211.74	01-5271-1-069-1-058-036-1305
C	034446	11/15/04	\$-377.35	SADDLEBACK GOLF	-377.35	01-6410-1-050-4-034-089-6950
C	034447	11/15/04	\$-40.41	SADDLEBACK COLL	-40.41	01-4300-0-000-1-054-000-6011
C	034448	11/15/04	\$-10.24	SADDLEBACK COLL	-10.24	01-4300-0-000-1-054-000-6011
C	034449	11/15/04	\$-540.53	SCOTT SPECIALTY	-540.53	01-4300-0-000-1-052-007-0948
C	034450	11/15/04	\$-1,056.69	SEPULVEDA BUILD	-1,056.69	01-4600-0-000-1-021-079-6550
C	034451	11/15/04	\$-718.72	SHATTINGER MUSI	-718.72	01-4300-2-074-4-070-084-1004
C	034452	11/15/04	\$-4,229.33	SIRSI CORPORATI	-4,229.33	01-5651-0-000-7-015-000-6780
C	034453	11/15/04	\$-201.95	SMART ASTRONOMY	-201.95	01-4300-0-000-1-056-050-1911
C	034454	11/15/04	\$-201.18	DONNA SNEED	-201.18	01-4600-1-006-4-042-000-6011
C	034455	11/15/04	\$-391.00	SOUTH ORANGE CO	-391.00	01-5825-1-040-4-026-083-6460
C	034456	11/15/04	\$-486.37	TEXACO INC.	-128.70	01-4610-0-000-1-021-062-6772
					-357.67	01-5691-0-000-1-056-000-6011
C	034457	11/15/04	\$-114.21	TREE OF LIFE NU	-114.21	01-4300-0-000-1-056-008-0401
C	034458	11/15/04	\$-125.00	U.S. FILTER	-125.00	01-5811-0-000-4-078-010-1905
C	034459	11/15/04	\$-464.28	UNILAB	-464.28	01-5811-1-046-4-036-094-6440
C	034460	11/15/04	\$-34.16	VISTA PAINT	-34.16	01-4600-0-000-1-021-080-6510
C	034461	11/15/04	\$-113.14	WEST GROUP PAYM	-113.14	01-4200-0-000-1-050-042-1402

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
C	034462	11/15/04	\$-2,691.75	WARE DISPOSAL C	-2,691.75	01-5510-0-000-1-025-000-6570
C	034463	11/15/04	\$-675.00	BETTYANN WELLAN	-675.00	01-5153-1-069-1-058-036-1305
C	034464	11/15/04	\$-283.38	WESTERN CENTER	-283.38	01-7600-1-022-1-051-000-6310
C	034465	11/15/04	\$-50.00	WESTERN REGIONA	-50.00	01-5374-0-093-1-022-000-6498
C	034466	11/15/04	\$-187.50	DOUGLAS WESTLAK	-187.50	01-5650-0-000-1-055-046-1004
C	034467	11/15/04	\$-291.91	DENNIS W. WHITE	-291.91	01-6411-0-000-4-022-000-6620
C	034468	11/15/04	\$-302.50	H. W. WILSON CO	-302.50	01-6300-2-025-4-037-087-6120
C	034469	11/15/04	\$-300.00	JERRY WONG	-300.00	01-5811-0-000-4-070-084-1005
C	034470	11/15/04	\$-30.00	FELICIA WRIGHT	-30.00	01-5811-1-021-1-026-000-6460
C	034471	11/15/04	\$-578.41	XEROX CORP.	-578.41	01-4600-0-000-1-038-076-6774
C	034472	11/15/04	\$-2,089.27	XEROX SPECIAL I	-1,259.87	01-5651-0-000-1-038-076-6774
					-829.40	01-5620-0-000-1-038-076-6774
C	034473	11/15/04	\$-22.12	SAMS CLUB	-22.12	12-4710-0-000-4-036-067-6920
C	034474	11/15/04	\$-115.00	SEA LIFE DESIGN	-115.00	12-5651-0-000-1-026-067-6920
C	034475	11/15/04	\$-224.69	SMART & FINAL I	-224.69	12-4710-0-000-4-036-067-6920
C	034476	11/15/04	\$-5,097.48	TROXELL COMMUNI	-5,097.48	40-6410-1-477-6-013-000-7100
C	034477	11/15/04	\$-526.88	VIDEOTAPE PRODU	-526.88	40-6410-1-477-6-013-000-7100
C	034478	11/15/04	\$-100.00	PARMA	-100.00	68-5374-0-000-7-013-000-6610
C	034479	11/15/04	\$-6,299.55	SO. ORANGE CO.	-5,743.57	68-5721-0-000-7-013-000-6720
					-555.98	68-5899-0-000-7-013-000-6720
C	034480	11/15/04	\$-223.00	RICHARD SNEED	-223.00	71-3430-0-000-9-000-000-6740
O	034481	11/15/04	\$375.00	WESTCOAST SOUND	375.00	01-5620-0-000-1-055-084-6892
O	034482	11/17/04	\$54.37	LINDA BASHOR	54.37	01-5269-0-000-1-022-000-6620
O	034483	11/17/04	\$45.00	SUSAN M. COOPER	45.00	01-5269-0-000-4-041-000-6011
O	034484	11/17/04	\$2,023.82	GE CAPITAL MODU	1,103.10	01-5620-0-000-4-022-000-4999
					920.72	01-5620-0-000-4-025-000-6599
O	034485	11/17/04	\$43.09	GALLS INC.	43.09	01-4600-0-000-1-034-000-6771

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034486	11/17/04	\$138.46	GANDER-PRINTCO	138.46	01-4600-0-000-4-022-000-6498
O	034487	11/17/04	\$179.18	GAYLORD BROTHER	-13.88	01-9552- - - - -
					193.06	01-4600-0-000-1-053-087-6120
O	034488	11/17/04	\$1,544.31	G.E. CAPITAL MO	1,544.31	01-5620-0-000-4-022-000-4999
C	034489	11/17/04	-\$254.59	HOLIDAY INN-AIR	-254.59	01-5270-0-000-1-025-000-6630
C	034490	11/17/04	-\$281.28	HOLIDAY INN-AIR	-281.28	01-5270-0-000-1-025-000-6630
C	034491	11/17/04	-\$314.20	HOLIDAY INN-AIR	-314.20	01-5270-0-000-1-025-000-6630
O	034492	11/17/04	\$514.41	HOME DEPOT CRED	80.72	01-4300-0-000-1-056-050-1914
					86.67	01-4300-0-000-4-070-084-1007
					-7.15	01-4344-0-000-4-070-005-1002
					187.62	01-4600-0-000-1-021-080-6510
					61.82	01-4600-0-000-1-021-079-6550
					104.73	01-4600-0-000-4-021-080-6510
O	034493	11/17/04	\$16.50	TRAN HONG	16.50	01-5269-0-000-4-041-000-6011
O	034494	11/17/04	\$6,929.67	IMAGE PRINTING	6,929.67	01-5810-0-000-1-030-000-6210
O	034495	11/17/04	\$139.01	IMAGISTICS INTE	86.21	01-5620-0-000-7-013-064-6720
					52.80	01-5620-0-000-7-013-092-6773
O	034496	11/17/04	\$1,000.16	AI INTERNATIONA	1,000.16	01-5650-0-000-1-052-011-0601
O	034497	11/17/04	\$1,420.90	IRVINE RANCH WA	1,420.90	01-5821-0-000-4-025-082-6570
O	034498	11/17/04	\$145.36	IRVINE VALLEY C	145.36	01-7600-1-022-4-035-077-6310
O	034499	11/17/04	\$5,218.47	IRVINE VALLEY C	5,218.47	01-7600-1-023-4-035-077-6430
O	034500	11/17/04	\$5.39	SANDY JEFFRIES	5.39	01-5840-0-000-7-013-090-6730
O	034501	11/17/04	\$20.59	JK ELECTRONICS	20.59	01-4300-0-000-1-054-033-1203
O	034502	11/17/04	\$465.00	KINDER CARE	465.00	01-7600-1-022-4-035-077-6310
O	034503	11/17/04	\$30.00	GARY L. KUSUNOK	30.00	01-5811-1-050-1-034-089-6950
O	034504	11/17/04	\$678.78	L.A. GYM EQUIPM	678.78	01-6410-0-000-1-055-049-0835
O	034505	11/17/04	\$894.55	LABCORP	894.55	01-5811-1-046-1-024-094-6440
O	034506	11/17/04	\$24,637.50	LAKE FOREST BEA	24,637.50	01-5811-0-000-1-052-018-3007
O	034507	11/17/04	\$43.06	LOUIS LEO	43.06	01-4600-1-030-4-024-000-6320

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034508	11/17/04	\$450.00	LOGOS LANGUAGE,	450.00	01-5153-1-069-1-058-036-1305
O	034509	11/17/04	\$709.09	LOOMIS ARMORED	709.09	01-5825-0-000-9-013-000-6610
O	034510	11/17/04	\$36.75	MARY MC CARTHY	36.75	01-5269-1-030-4-024-000-6320
O	034511	11/17/04	\$115.08	CLIFFORD MEYER	115.08	01-4300-0-000-1-052-007-0948
O	034512	11/17/04	\$22.55	KATHERINE S. ME	22.55	01-4584-0-000-1-056-000-6011
O	034513	11/17/04	\$2,794.73	KAREN T. MEYERS	2,794.73	01-5811-0-000-7-013-090-6730
O	034514	11/17/04	\$39.95	MARCIA MILCHIKE	39.95	01-5811-0-000-7-010-000-6610
O	034515	11/17/04	\$86.46	MOLE-RICHARDSON	86.46	01-4600-0-000-1-052-011-0601
O	034516	11/17/04	\$9,014.80	MOULTON-NIGUEL	9,014.80	01-5593-0-000-1-025-000-6570
O	034517	11/17/04	\$1,184.00	MULBERRY CHILDC	1,000.00	01-7600-1-023-4-035-077-6430
					184.00	01-7600-1-022-4-035-077-6310
O	034518	11/17/04	\$95.00	NATPE	95.00	01-5374-0-000-1-052-011-0601
O	034519	11/17/04	\$300.00	NCLEX PROGRAM R	300.00	01-4200-1-089-1-054-033-1203
O	034520	11/17/04	\$161.37	NEXGEN	161.37	01-4600-0-000-1-021-062-6772
O	034521	11/17/04	\$285.75	NIAGARA DRINKIN	285.75	01-4600-0-000-1-025-000-6570
O	034522	11/17/04	\$678.00	OAK CREEK CHILD	678.00	01-7600-1-023-4-035-077-6430
O	034523	11/17/04	\$268.80	ORANGE CO. AUDI	268.80	01-5620-1-050-1-034-089-6950
O	034524	11/17/04	\$1,190.00	ORANGE CO. BUSI	1,190.00	01-5830-1-021-1-026-000-6460
O	034525	11/17/04	\$177.08	ORANGE COUNTY R	177.08	01-5830-2-021-1-026-000-6460
O	034526	11/17/04	\$177.08	ORANGE COUNTY R	177.08	01-5830-2-021-1-026-000-6460
O	034527	11/17/04	\$177.08	ORANGE COUNTY R	177.08	01-5830-2-021-1-026-000-6460
O	034528	11/17/04	\$3,217.00	ORANGE COUNTY R	3,217.00	01-5810-0-000-1-053-041-0602
O	034529	11/17/04	\$2,050.00	ORANGE COUNTY R	2,050.00	01-5810-0-000-1-053-041-0602
O	034530	11/17/04	\$1,620.24	ORANGE COUNTY R	1,620.24	01-5830-0-000-9-013-092-6773
O	034531	11/17/04	\$3,467.32	OCE-USA, INC.	3,252.22	01-5651-0-000-4-041-076-6774
					215.10	01-5651-0-000-4-041-061-6110

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034532	11/17/04	\$431.79	OCLC, INC.	431.79	01-5811-2-035-4-037-087-6120
O	034533	11/17/04	\$410.00	ORKIN EXTERMINA	410.00	01-5811-0-000-1-021-080-6510
O	034534	11/17/04	\$33.00	TAMERA RICE	33.00	01-5269-0-000-1-054-033-1203
O	034535	11/17/04	\$2,044.66	GMF SOUND, INC.	2,044.66	40-6410-1-477-6-013-000-7100
O	034536	11/17/04	\$254.59	HOLIDAY INN	254.59	01-5270-0-000-1-025-000-6630
O	034537	11/17/04	\$281.28	HOLIDAY INN	281.28	01-5270-0-000-1-025-000-6630
O	034538	11/17/04	\$314.20	HOLIDAY INN	314.20	01-5270-0-000-1-025-000-6630
O	034539	11/18/04	\$30.00	LISA BAUER	30.00	01-5820-0-000-7-013-090-6730
O	034540	11/18/04	\$10.00	LYNN MCCANN	10.00	01-5820-0-000-7-013-090-6730
O	034541	11/18/04	\$10.00	SARAH SCHUYLER	10.00	01-5820-0-000-7-013-090-6730
O	034542	11/18/04	\$16.00	RACHEL YOUNG	16.00	01-5820-0-000-7-013-090-6730
O	034543	11/18/04	\$10.00	CORINNA EVETT	10.00	01-5820-0-000-7-013-090-6730
O	034544	11/18/04	\$10.00	GERALD HERLING	10.00	01-5820-0-000-7-013-090-6730
O	034545	11/18/04	\$20.00	DANIEL MATTOS	20.00	01-5820-0-000-7-013-090-6730
O	034546	11/18/04	\$1,194.66	ADVANTAGE MARKE	1,194.66	01-5830-1-034-7-013-090-6760
O	034547	11/18/04	\$1,500.00	ANAHEIM FIRST C	1,500.00	01-5620-1-054-1-054-033-1203
O	034548	11/18/04	\$385.00	RANDY ANDERSON	385.00	01-5270-1-024-1-051-075-6420
O	034549	11/18/04	\$3,202.50	ARCHER PROPERTI	3,202.50	01-5620-0-000-7-013-092-6773
O	034550	11/18/04	\$352.70	JUANITA BALTIER	352.70	01-5270-1-023-1-051-077-6430
O	034551	11/18/04	\$50.59	BEST COMPUTER S	50.59	01-4300-0-000-1-056-050-1911
O	034552	11/18/04	\$555.98	BIO-RAD LABORAT	555.98	01-4300-2-074-4-076-008-0401
O	034553	11/18/04	\$90.00	BLACKBOARD INC.	90.00	01-5811-0-000-7-015-000-6780
O	034554	11/18/04	\$40.61	PAT BOLLINGER	40.61	01-4600-0-000-1-021-080-6510
O	034555	11/18/04	\$942.26	JULIE BRIGHT	942.26	01-5270-0-000-1-054-037-2104
O	034556	11/18/04	\$1,123.80	CALIFORNIA STAG	1,123.80	01-5620-0-000-4-077-049-1008

WARRANT REGISTER LISTING

Account (COUNTY) - County Account
 Sort: Sorted by Warrant #
 Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034557	11/18/04	\$85.00	TERESA CAMACHO	85.00	01-5270-1-023-1-051-077-6430
O	034558	11/18/04	\$360.00	THE CAPISTRANO	360.00	01-5830-0-000-1-038-091-6710
O	034559	11/18/04	\$3,226.50	CAPSTONE TURBIN	3,226.50	01-5270-0-000-4-021-080-6510
O	034560	11/18/04	\$350.00	CASBO	350.00	01-5374-0-000-7-013-090-6730
O	034561	11/18/04	\$300.00	CCCCSSAA	300.00	01-5374-0-000-4-024-000-6620
O	034562	11/18/04	\$15,992.00	COMMUNITY COLLE	41.00	01-5812-2-029-4-037-087-6120
					15,951.00	01-5812-1-029-4-037-087-6120
O	034563	11/18/04	\$460.00	COMMUNITY COLLE	460.00	01-5270-0-000-7-015-000-6780
O	034564	11/18/04	\$275.49	CHEMSEARCH	275.49	01-4600-0-000-1-021-079-6550
O	034565	11/18/04	\$265.54	CLARK SECURITY	265.54	01-4600-0-000-4-021-080-6510
O	034566	11/18/04	\$12,600.00	COLLEGE BOARD	12,000.00	01-6412-0-093-1-026-083-6460
					600.00	01-6412-1-021-1-026-000-6460
O	034567	11/18/04	\$425.30	COMPUTRAIN LLC	425.30	01-6412-1-024-1-051-075-6420
O	034568	11/18/04	\$567.96	CONSOLIDATED EL	567.96	01-4600-0-000-4-021-080-6510
O	034569	11/18/04	\$41.83	COUNCIL OF COMM	41.83	01-5811-1-046-4-036-094-6440
O	034570	11/18/04	\$100.00	COUNCIL OF CHIE	100.00	01-5374-0-000-4-037-087-6120
O	034571	11/18/04	\$24.35	TRACY DALY	24.35	01-5590-0-000-7-011-091-6710
O	034572	11/18/04	\$6,901.50	DELL MARKETING	2,829.76	01-6410-1-050-1-034-089-6950
					4,071.74	01-4600-2-048-4-042-093-6011
O	034573	11/18/04	\$1,443.00	DEPARTMENT OF J	1,443.00	01-5820-0-000-7-013-090-6730
O	034574	11/18/04	\$275.00	DET/CHE	275.00	01-5270-2-029-4-041-000-6750
O	034575	11/18/04	\$791.96	PATRICIA DUMAS	791.96	01-5270-1-069-1-058-036-1305
O	034576	11/18/04	\$116.35	DUNN-EDWARDS CO	33.68	01-4600-0-000-1-021-080-6510
					82.67	01-4600-0-000-4-021-078-6530
O	034577	11/18/04	\$344.25	EBSCO SUBSCRIPT	62.47	01-6300-1-025-4-037-087-6120
					281.78	01-6300-2-025-4-037-087-6120
O	034578	11/18/04	\$600.00	EDWARD EIEN	600.00	01-5811-0-000-4-077-049-1008
O	034579	11/18/04	\$73.60	ELECTRONIX EXPR	78.77	01-4344-0-000-1-052-021-0934

WARRANT REGISTER LISTING

Account (COUNTY) - County Account
 Sort: Sorted by Warrant #
 Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
					-5.17	01-9552- - - - -
O	034580	11/18/04	\$125.57	EWING IRRIGATIO	125.57	01-4600-0-000-4-021-079-6550
O	034581	11/18/04	\$255.40	FEDERAL EXPRESS	255.40	01-9221- - - - -
O	034582	11/18/04	\$4,125.58	FISHER SCIENTIF	4,125.58	01-6410-2-045-4-025-000-6720
O	034583	11/18/04	\$30.00	FRED FORBES	30.00	01-5270-0-000-4-037-087-6120
O	034584	11/18/04	\$605.23	TEDDI LORCH	75.25	01-5270-0-000-7-013-090-6730
					529.98	01-5270-2-034-7-013-090-6760
O	034585	11/18/04	\$598.00	ANAHEIM MARRIOT	598.00	01-5270-1-021-1-026-000-6460
O	034586	11/18/04	\$1,924.93	OFFICE MAX	93.72	01-4300-0-000-1-052-007-0948
					237.75	01-4300-0-000-1-052-026-1901
					21.68	01-4600-0-000-1-022-000-6620
					86.84	01-4600-0-000-1-038-076-6774
					171.72	01-4600-0-000-4-022-000-6620
					207.76	01-4600-0-000-1-030-000-6210
					226.48	01-4600-0-000-4-079-000-6011
					34.89	01-4600-0-000-1-051-074-6310
					521.92	01-4300-0-000-1-052-000-4930
					160.21	01-4600-0-093-1-051-086-6310
					43.55	01-4600-0-000-1-025-000-6799
					56.75	01-4600-0-000-7-013-090-6730
					61.66	01-4600-1-048-4-042-093-6011
O	034587	11/18/04	\$85.00	LORI PARRA	85.00	01-5270-1-023-1-051-077-6430
O	034588	11/18/04	\$443.99	KEN PATTON	443.99	01-5270-2-094-1-050-000-6011
O	034589	11/18/04	\$417.05	RAJEN VURDIEN	417.05	01-5270-0-000-1-022-000-6620
O	034590	11/18/04	\$36.15	ALBERTSONS	36.15	12-4710-0-000-4-036-067-6920
O	034591	11/18/04	\$37.51	ALTA DENA CERTI	37.51	12-4710-0-000-1-026-067-6920
O	034592	11/18/04	\$4,610.00	A-1 FENCE COMPA	4,610.00	40-6120-0-495-1-013-089-6950
O	034593	11/18/04	\$431.00	A-VIDD ELECTRON	431.00	40-6410-1-477-6-013-000-7100
* O	034594	11/18/04	\$163,885.00	APPLE COMPUTER	-12,701.09	40-9552- - - - -
					176,586.09	40-6411-1-471-1-052-061-0799
O	034595	11/18/04	\$2,245.00	APPLE COMPUTER	-173.98	40-9552- - - - -
					2,418.98	40-6411-1-471-1-052-061-0799
O	034596	11/18/04	\$1,334.37	B & H PHOTO	-101.60	40-9552- - - - -

Purchase Order Requisition

Requisition #: RS05-00634	PO #P05-01772	Status: Complete
Requisitioner: M Schiffelbein/ITC/4882		Req. Date: 9/08/04 (2005)
Order Site: SA , SC A Building (ITC)		Room: 10
Ship to Site: SC , SADDLEBACK COLLEGE WAREHOUS		Req. Cost: \$295,868.57
Vendor Code: 030669, APPLE COMPUTER, INC.		Encumbered:
Req. Info: 76 Computers		Expensed: \$295,868.57
		Invoiced: \$295,868.57

Account Number	Amount	Expensed	Yr
40-6411-1-471-1-052-061-0799	295,868.57	295,868.57	05

Ln#	Item #	Qty	Unit	Purchase Order Line Items	Extended Amount	Qty Rcvd
1		76	ea	BOARD APPROVAL ON OCT. 26,2004 Power Mac G5 Dual 1.8GHz, Part No. ZOAA 2GB DDR400 SDRAM (PC3200) - 4x512, 065-5114 Apple Keyboard & Apple Mouse - U.S. English, 065-4923 Accessory Kit, 065-4894 Mac OS X - U.S. English, 065-4895 NVIDIA GeForce FX 5200 Ultra w/64MB DDR SDRAM, 065-4929 Dual 1.8GHz PowerPC G5, 065-4930 80GB Serial ATA - 7200rpm, 065-4924 8x SuperDrive (DVD-R/CD-RW), 065-4928	170620.00	76
2		76	ea	Apple Cinema Display (20" flat panel) M9177LL/A	88844.00	76
3		76	ea	APP for Power Mac with Display - Auto Enroll, B4607LL/A	15124.00	76

Taxable Amount:	274,588.00
Sales Tax:	21,280.57
Shipping:	
Requisition Total:	295,868.57

Approved by:

Date:

Requisition Invoice History

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Amount</u>	<u>Date</u>	<u>Check #</u>	<u>Paid Dt</u>
APPLE COMPUTER	9214590917	\$4,490.00	11/03/04	034594	11/18/04
APPLE COMPUTER	9214537881	\$4,490.00	11/01/04	034594	11/18/04
APPLE COMPUTER	9214559188	\$17,960.00	11/02/04	034594	11/18/04
APPLE COMPUTER	9214533275	\$89,800.00	11/01/04	034594	11/18/04
APPLE COMPUTER	9214533276	\$15,715.00	11/01/04	034594	11/18/04
APPLE COMPUTER	9214590918	\$11,225.00	11/03/04	034594	11/18/04
APPLE COMPUTER	9214621821	\$2,245.00	11/05/04	034594	11/18/04
APPLE COMPUTER	9214621822	\$2,245.00	11/05/04	034594	11/18/04
APPLE COMPUTER	9214630639	\$2,245.00	11/05/04	034594	11/18/04
APPLE COMPUTER	9214630640	\$2,245.00	11/05/04	034594	11/18/04
APPLE COMPUTER	9214630349	\$2,245.00	11/06/04	034594	11/18/04
APPLE COMPUTER	9214600023	\$2,245.00	11/04/04	034594	11/18/04
APPLE COMPUTER	9214559189	\$2,245.00	11/02/04	034594	11/18/04
APPLE COMPUTER	9214564178	\$2,245.00	11/02/04	034594	11/18/04
APPLE COMPUTER	9214552032	\$2,245.00	11/02/04	034594	11/18/04
APPLE COMPUTER	9214590919	\$2,245.00	11/03/04	034595	11/18/04
APPLE COMPUTER	9214737554	\$2,245.00	11/11/04	034727	11/22/04
APPLE COMPUTER	9214735008	\$2,245.00	11/11/04	034727	11/22/04
APPLE COMPUTER	9214486446	\$103,968.00	10/29/04	034727	11/22/04
		<u>\$274,588.00</u>			

Approved by:

Date:

WARRANT REGISTER LISTING

Escape - AP

v 4.2

Account (COUNTY) - County Account
 Sort: Sorted by Warrant #
 Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
					722.23	40-6411-1-497-4-041-000-0001
					713.74	40-4600-1-497-4-041-000-0001
*	O 034597	11/18/04	\$107,482.68	BEST ROOFING CO	107,482.68	40-6220-1-473-1-021-000-6510
	O 034598	11/18/04	\$7,000.00	BURGESS GROUP,	7,000.00	40-6220-1-492-6-013-081-7100
	O 034599	11/18/04	\$58,518.33	C.W. DRIVER CON	58,518.33	40-6220-1-477-6-013-000-7100
	O 034600	11/18/04	\$2,376.89	CDW GOVERNMENT,	703.93	40-6411-1-471-4-041-061-6780
					1,672.96	40-4300-1-471-4-041-061-6780
	O 034601	11/18/04	\$74,103.93	DELL MARKETING	74,103.93	40-6411-1-471-4-041-061-6780
	O 034602	11/18/04	\$10,085.05	HALL & FOREMAN,	10,085.05	40-6225-1-492-6-013-081-7100
	O 034603	11/18/04	\$864.03	M. E. NOLLKAMPE	864.03	40-6225-1-492-6-013-081-7100
	O 034604	11/18/04	\$16,238.00	RAYSON WINDOW C	16,238.00	40-6220-1-477-6-013-000-7100
	O 034605	11/18/04	\$1,831.20	RONDEUX RELOCAT	1,831.20	40-6220-1-477-6-013-000-7100
	O 034606	11/18/04	\$22,170.27	STRATUS	22,170.27	40-6226-1-492-6-013-081-7100
	O 034607	11/18/04	\$45,000.00	TURNKEY, INC.	45,000.00	40-6226-1-492-6-013-081-7100
	O 034608	11/18/04	\$3,292.30	WARE DISPOSAL C	3,292.30	40-6220-1-477-6-013-000-7100
	O 034609	11/18/04	\$425.00	ADVANTAGE HEALT	425.00	01-5153-1-054-1-054-033-1203
	O 034610	11/18/04	\$207.76	AT & T WIRELESS	39.29	01-5590-0-000-7-010-000-6610
					40.08	01-5590-0-000-7-013-092-6773
					47.55	01-5590-1-050-1-034-089-6950
					80.84	01-5590-1-050-4-034-089-6950
	O 034611	11/18/04	\$954.00	KATHLEEN COLLIN	954.00	01-5153-1-054-1-054-033-1203
	O 034612	11/18/04	\$210.00	LEORA DEBOER	210.00	01-5153-1-054-1-054-033-1203
	O 034613	11/18/04	\$40.00	PAM HANSINK	40.00	01-5153-1-054-1-054-033-1203
	O 034614	11/18/04	\$50.00	ROBERT L. HARDI	50.00	01-5153-1-054-1-054-033-1203
	O 034615	11/18/04	\$1,796.00	HEALTH ED CONSU	1,796.00	01-5153-1-054-1-054-033-1203
	O 034616	11/18/04	\$800.00	ANTHONY MC GUIR	800.00	01-5811-1-091-1-054-033-1203
	O 034617	11/18/04	\$350.00	VIVIAN NORMAN	350.00	01-5811-1-091-1-054-033-1203
	O 034618	11/18/04	\$1,517.79	SBC/MCI	1,517.79	01-5590-0-000-1-025-000-6570

Blanket Purchase Order Requisition

Requisition #: RB04-01505	PO #P04-03700	Status: Paid Partial
Requisitioner: J OZUROVICH MOSS 4880		Req. Date: 6/16/04 (2005)
Order Site: SCP , SC Central Plant/Maint @ Op		Room:
Vendor Code: 014751, BEST ROOFING CO., INC.		Req. Cost: \$620,080.00
Req. Info: ROOF REPLACEMENT		Encumbered: \$211,293.88
		Expensed: \$408,786.12
		Invoiced: \$408,786.12

Account Number	Amount	Expensed	Yr
40-6220-1-000-1-025-000-6720	47,961.36	47,961.36	05
40-6220-1-473-1-021-000-6510	572,118.64	360,824.76	05
40-6220-1-000-1-025-000-6720	0.00	0.00	04

Description of Blanket Order

ROOFING REPLACEMENT AT BUSINESS &
 GENERAL SCIENCES BUILDING AT SADDLEBACK
 COLLEGE, PER BID #1033.
\$620,080.00
 BOARD APPROVED 5/24/04

COORDINATE WORK WITH JOHN AVERA
 (949) 582-4880.

Requisition Total: \$620,080.00

Approved by:

Date:

Requisition History Notepad

8/27/04 - Changed account per C Hilton/K Slavin request, exp trf
ET05-00003. kb

Requisition Invoice History

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Amount</u>	<u>Date</u>	<u>Check #</u>	<u>Paid Dt</u>
BEST ROOFING C #1		\$53,290.40	7/20/04	031425	7/28/04
BEST ROOFING C #1 RETENTION		\$5,329.04-	7/20/04	031425	7/28/04
BEST ROOFING C #2		\$281,491.20	8/26/04	032855	9/15/04
BEST ROOFING C #2 RETENTION		\$28,149.12-	8/26/04	032855	9/15/04
BEST ROOFING C #3		\$119,425.20	10/31/04	034597	11/18/04
BEST ROOFING C #3 RETENTION		\$11,942.52-	10/31/04	034597	11/18/04
		<u>\$408,786.12</u>			

Approved by:

Date:

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034619	11/18/04	\$2,641.75	SBC/MCI	460.13	01-5590-0-000-1-025-000-6570
					1,247.80	01-5590-0-000-4-025-082-6570
					38.27	01-5590-0-000-7-010-000-6610
					895.55	01-5590-0-000-7-015-000-6780
O	034620	11/18/04	\$2,655.00	SBC	2,641.36	01-5590-0-000-1-025-000-6570
					13.64	01-5590-0-000-4-025-082-6570
O	034621	11/18/04	\$215.62	PACIFIC BELL	215.62	01-5590-0-000-1-025-000-6570
O	034622	11/18/04	\$1,003.82	PACIFIC COACHWA	1,003.82	01-5691-0-000-1-054-022-1399
O	034623	11/18/04	\$217.94	PACIFIC OFFICE	217.94	01-5651-0-000-1-038-076-6774
O	034624	11/18/04	\$997.09	PACT, AN ADOPTI	997.09	01-4200-1-069-1-058-036-1305
O	034625	11/18/04	\$417.18	KEN PATTON	417.18	01-6410-0-000-1-050-012-0799
O	034626	11/18/04	\$30.00	HEATHER PEIRCE	30.00	01-5811-1-021-1-026-000-6460
O	034627	11/18/04	\$2,237.76	PRINT FINISHING	2,237.76	01-5650-0-000-1-038-076-6774
O	034628	11/18/04	\$1,012.85	PRINT MASTERS	512.85	01-5810-1-023-4-035-077-6430
					250.00	01-5810-1-024-4-035-075-6420
					250.00	01-5810-1-022-4-035-077-6310
O	034629	11/18/04	\$310.86	PRO PHOTO CONNE	165.49	01-4300-0-000-1-055-005-1011
					145.37	01-4344-0-000-1-055-005-1011
O	034630	11/18/04	\$7,150.00	PROMISSOR, INC.	7,150.00	01-5153-1-054-1-054-033-1203
O	034631	11/18/04	\$625.00	PUBLIC ECONOMIC	625.00	01-5811-0-000-7-013-000-6610
O	034632	11/18/04	\$395.00	PURETEC	395.00	01-5811-0-000-1-056-000-6011
O	034633	11/18/04	\$810.00	QUICK CAPTION	810.00	01-5811-1-024-1-051-075-4930
O	034634	11/18/04	\$73.09	RALPHS GROCERY	51.83	01-4300-0-000-1-056-008-0401
					21.26	01-4300-2-074-4-076-008-0401
O	034635	11/18/04	\$130.59	RECALL SECURE D	39.26	01-5811-0-000-7-013-064-6720
					39.27	01-5811-0-000-7-013-090-6730
					52.06	01-5811-1-024-1-051-075-6420
O	034636	11/18/04	\$420.17	RICOH CORPORATI	420.17	01-5620-0-000-7-013-092-6773
O	034637	11/18/04	\$510.40	SAVIN CORPORATI	224.40	01-5651-1-023-1-051-077-6430
					224.40	01-5651-1-026-1-051-000-6310
					61.60	01-5651-0-000-1-020-000-6620

WARRANT REGISTER LISTING

Account (COUNTY) - County Account
 Sort: Sorted by Warrant #
 Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034638	11/18/04	\$5,235.00	ROTO-ROOTER PLU	367.52	01-5811-0-000-1-021-079-6550 4,867.48 01-5811-0-000-1-021-080-6510
O	034639	11/18/04	\$708.63	S & B FOODS	496.89	01-5271-0-000-7-011-000-6610 211.74 01-5271-1-069-1-058-036-1305
O	034640	11/18/04	\$377.35	SADDLEBACK GOLF	377.35	01-6410-1-050-4-034-089-6950
O	034641	11/18/04	\$40.41	SADDLEBACK COLL	40.41	01-4300-0-000-1-054-000-6011
O	034642	11/18/04	\$10.24	SADDLEBACK COLL	10.24	01-4300-0-000-1-054-000-6011
O	034643	11/18/04	\$66.79	SCANTRON CORP.	66.79	01-4300-0-000-1-052-000-4930
O	034644	11/18/04	\$540.53	SCOTT SPECIALTY	540.53	01-4300-0-000-1-052-007-0948
O	034645	11/18/04	\$4,633.39	SEHI PROCOMP CO	4,554.85	01-6410-0-000-4-030-072-6499 78.54 01-4600-0-000-1-058-000-4900
O	034646	11/18/04	\$1,056.69	SEPULVEDA BUILD	1,056.69	01-4600-0-000-1-021-079-6550
O	034647	11/18/04	\$19.33	LARISA SERGEYEV	19.33	01-4600-0-000-4-041-085-6110
O	034648	11/18/04	\$718.72	SHATTINGER MUSI	718.72	01-4300-2-074-4-070-084-1004
O	034649	11/18/04	\$31.36	DOROTHY SHERLIN	31.36	01-4600-0-000-4-022-000-6498
O	034650	11/18/04	\$23.90	SHOPTHIRTEEN.OR	25.45	01-4300-0-000-1-052-004-0201 -1.55 01-9552- - - - -
O	034651	11/18/04	\$1,680.00	SIMPLEX GRINNEL	1,680.00	01-5811-0-000-1-021-080-6510
O	034652	11/18/04	\$4,229.33	SIRSI CORPORATI	4,229.33	01-5651-0-000-7-015-000-6780
O	034653	11/18/04	\$201.95	SMART ASTRONOMY	201.95	01-4300-0-000-1-056-050-1911
O	034654	11/18/04	\$201.18	DONNA SNEED	201.18	01-4600-1-006-4-042-000-6011
O	034655	11/18/04	\$2,386.17	SOUTHERN COUNTI	2,386.17	01-4610-0-000-1-021-062-6772
O	034656	11/18/04	\$391.00	SOUTH ORANGE CO	391.00	01-5825-1-040-4-026-083-6460
O	034657	11/18/04	\$19.38	SPECTRUM LABS	19.38	01-4300-0-000-1-056-008-0401
O	034658	11/18/04	\$20,477.60	STAR SOLUTIONS	20,477.60	01-5811-0-004-9-015-000-6780
O	034659	11/18/04	\$1,815.00	SYSTEMS & HARDW	-138.34	01-9552- - - - - 1,953.34 01-4600-0-000-7-015-000-6780
O	034660	11/18/04	\$224.69	SYSTEMS SOURCE,	224.69	01-6410-0-000-4-025-068-6599

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034661	11/18/04	\$486.37	TEXACO INC.	128.70	01-4610-0-000-1-021-062-6772 357.67 01-5691-0-000-1-056-000-6011
O	034662	11/18/04	\$481.00	TOTAL ERGONOMIC	481.00	01-6410-0-000-1-025-000-6799
O	034663	11/18/04	\$114.21	TREE OF LIFE NU	114.21	01-4300-0-000-1-056-008-0401
O	034664	11/18/04	\$270.18	TROXELL COMMUNI	270.18	01-6410-2-046-1-024-094-6440
O	034665	11/18/04	\$155.09	TSI	166.65	01-4344-0-000-1-055-005-1002 -11.56 01-9552- - - - -
O	034666	11/18/04	\$731.39	TURNIP ROSE ELI	731.39	01-5271-1-091-1-054-033-1203
O	034667	11/18/04	\$125.00	U.S. FILTER	125.00	01-5811-0-000-4-078-010-1905
O	034668	11/18/04	\$464.28	UNILAB	464.28	01-5811-1-046-4-036-094-6440
O	034669	11/18/04	\$977.13	UNISOURCE CORPO	977.13	01-9210- - - - -
O	034670	11/18/04	\$34.16	VISTA PAINT	34.16	01-4600-0-000-1-021-080-6510
O	034671	11/18/04	\$4,250.00	GARY L. VOGT AN	4,250.00	01-5811-0-000-6-016-000-6610
O	034672	11/18/04	\$113.14	WEST GROUP PAYM	113.14	01-4200-0-000-1-050-042-1402
O	034673	11/18/04	\$200.00	JOETTA WALLACE,	200.00	01-5811-1-091-1-054-033-1203
O	034674	11/18/04	\$2,261.00	VIDELLA WALLER	2,261.00	01-5153-1-054-1-054-033-1203
O	034675	11/18/04	\$84.05	WALTERS WHOLESA	84.05	01-4600-0-000-4-021-080-6510
O	034676	11/18/04	\$24.21	WARD'S NATURAL	24.21	01-4344-0-000-1-056-050-1914
O	034677	11/18/04	\$2,691.75	WARE DISPOSAL C	2,691.75	01-5510-0-000-1-025-000-6570
O	034678	11/18/04	\$675.00	BETTYANN WELLAN	675.00	01-5153-1-069-1-058-036-1305
O	034679	11/18/04	\$283.38	WESTERN CENTER	283.38	01-7600-1-022-1-051-000-6310
O	034680	11/18/04	\$50.00	WESTERN REGIONA	50.00	01-5374-0-093-1-022-000-6498
O	034681	11/18/04	\$187.50	DOUGLAS WESTLAK	187.50	01-5650-0-000-1-055-046-1004
O	034682	11/18/04	\$291.91	DENNIS W. WHITE	291.91	01-6411-0-000-4-022-000-6620
O	034683	11/18/04	\$302.50	H. W. WILSON CO	302.50	01-6300-2-025-4-037-087-6120
O	034684	11/18/04	\$300.00	JERRY WONG	300.00	01-5811-0-000-4-070-084-1005

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
034685	11/18/04	\$30.00	FELICIA WRIGHT	30.00	01-5811-1-021-1-026-000-6460
034686	11/18/04	\$1,717.94	XEROX CORP.	1,044.71	01-5620-0-000-7-013-064-6720
				578.41	01-4600-0-000-1-038-076-6774
				94.82	01-5651-0-000-1-054-033-1250
034687	11/18/04	\$2,089.27	XEROX SPECIAL I	1,259.87	01-5651-0-000-1-038-076-6774
				829.40	01-5620-0-000-1-038-076-6774
034688	11/18/04	\$22.12	SAMS CLUB	22.12	12-4710-0-000-4-036-067-6920
034689	11/18/04	\$115.00	SEA LIFE DESIGN	115.00	12-5651-0-000-1-026-067-6920
034690	11/18/04	\$224.69	SMART & FINAL I	224.69	12-4710-0-000-4-036-067-6920
034691	11/18/04	\$4,264.94	PLAN NET CONSUL	4,264.94	40-5811-0-487-7-015-000-6780
034692	11/18/04	\$355.56	HARRY SNOWDEN	355.56	40-6410-0-000-1-021-000-6830
034693	11/18/04	\$9,251.48	TROXELL COMMUNI	5,097.48	40-6410-1-477-6-013-000-7100
				4,154.00	40-6411-1-497-4-041-000-0001
034694	11/18/04	\$706.49	VIDEOTAPE PRODU	706.49	40-6410-1-477-6-013-000-7100
034695	11/18/04	\$100.00	PARMA	100.00	68-5374-0-000-7-013-000-6610
034696	11/18/04	\$6,299.55	SO. ORANGE CO.	5,743.57	68-5721-0-000-7-013-000-6720
				555.98	68-5899-0-000-7-013-000-6720
034697	11/18/04	\$223.00	RICHARD SNEED	223.00	71-3430-0-000-9-000-000-6740
034698	11/19/04	\$194.12	SO. CAL. EDISON	194.12	01-5591-0-000-4-025-082-6570
034699	11/19/04	\$47,599.11	WASATCH ENERGY	47,599.11	01-5592-0-000-1-025-000-6570
034700	11/19/04	\$70,000.00	SO. ORANGE CO.	70,000.00	68-5721-0-000-7-013-000-6720
034701	11/19/04	\$20.00	AHMAD EBRAHIMI	20.00	01-5820-0-000-7-013-090-6730
034702	11/19/04	\$300.00	AACC	300.00	01-5270-2-094-1-050-000-6011
034703	11/19/04	\$704.00	AMTECH RELIABLE	704.00	01-5811-0-000-1-021-080-6510
034704	11/19/04	\$58,852.22	ATKINSON, ANDEL	53,077.22	01-5721-0-000-9-001-000-6610
				682.50	01-5811-0-000-9-011-090-6730
				5,092.50	01-5721-0-000-9-001-000-6732
034705	11/19/04	\$86.00	BAY ALARM COMPA	59.00	01-5811-0-000-1-021-080-6510
				27.00	01-5811-1-050-1-034-089-6950

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

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Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034706	11/19/04	\$2,198.00	CALIFORNIA EDUC	2,198.00	01-5650-0-000-1-056-008-0401
O	034707	11/19/04	\$67.39	CAROLINA BIOLOG	67.39	01-4300-2-074-4-076-008-0401
O	034708	11/19/04	\$85.00	NCIAC	85.00	01-5270-1-038-4-073-074-6310
O	034709	11/19/04	\$37.41	CLARK SECURITY	37.41	01-4600-0-000-4-021-080-6510
O	034710	11/19/04	\$173.09	DUNN-EDWARDS CO	173.09	01-4600-0-000-1-021-080-6510
O	034711	11/19/04	\$2,943.14	EBERHARD EQUIPM	2,943.14	01-5650-0-000-1-021-079-6550
O	034712	11/19/04	\$28.22	EWING IRRIGATIO	28.22	01-4600-0-000-4-021-079-6550
O	034713	11/19/04	\$23.33	FRY'S ELECTRONI	23.33	01-4300-0-000-1-052-021-0934
O	034714	11/19/04	\$195.89	HYATT REGENCY	195.89	01-5270-1-038-4-073-074-6310
O	034715	11/19/04	\$534.57	HYATT REGENCY P	534.57	01-5270-2-094-1-050-000-6011
O	034716	11/19/04	\$37.00	ORANGE CO. SCHO	37.00	01-5270-0-000-7-010-000-6610
O	034717	11/19/04	\$3,858.13	OFFICE MAX	339.63	01-4300-2-074-4-078-010-1905
					226.83	01-4600-0-000-1-021-000-6510
					189.57	01-4600-0-000-1-038-076-6774
					122.94	01-4600-0-000-4-037-087-6120
					113.43	01-4600-0-000-7-015-000-6780
					1,928.10	01-4600-1-023-4-035-077-6430
					487.47	01-4600-1-022-4-035-077-6310
					147.71	01-4600-0-000-1-030-000-6210
					82.09	01-4600-0-000-7-010-000-6610
					182.64	01-4600-1-069-1-058-036-1305
					37.72	01-4600-0-000-4-026-083-6460
O	034718	11/19/04	\$85.00	REGENTS OF UNIV	85.00	01-5270-1-038-4-073-074-6310
O	034719	11/19/04	\$48.98	ALTA DENA CERTI	48.98	12-4710-0-000-1-026-067-6920
O	034720	11/19/04	\$64.00	BAY ALARM COMPA	64.00	12-5811-0-000-1-026-067-6920
O	034721	11/19/04	\$51.50	THE FEED BARN	51.50	12-4600-0-000-1-026-067-6920
O	034722	11/19/04	\$385.00	AMER. FENCE CO.	385.00	40-6220-1-477-6-013-000-7100
O	034723	11/19/04	\$1,430.00	STEVEN P. ARMST	1,430.00	40-6220-0-000-1-021-078-6530
O	034724	11/19/04	\$1,720.00	OVERLAND CONSTR	1,720.00	40-6220-1-477-6-013-000-7100
O	034725	11/19/04	\$8,068.18	JOANNE GRAY	8,068.18	01-5153-1-054-1-054-033-1203

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034726	11/22/04	\$93,662.20	DIV. OF THE STA	93,662.20	40-6221-1-418-7-013-092-7100
*	O 034727	11/22/04	\$108,458.00	APPLE COMPUTER	-8,405.50	40-9552- - - - -
					116,863.50	40-6411-1-471-1-052-061-0799
O	034728	11/23/04	\$15.00	MELIA BELLI	15.00	01-5820-0-000-7-013-090-6730
O	034729	11/23/04	\$10.00	SUSAN TANIMURA	10.00	01-5820-0-000-7-013-090-6730
O	034730	11/23/04	\$10.00	ELLEN LANG	10.00	01-5820-0-000-7-013-090-6730
O	034731	11/23/04	\$10.00	DELORES IRWIN	10.00	01-5820-0-000-7-013-090-6730
O	034732	11/23/04	\$560.97	A TO Z WHOLESAL	560.97	01-4344-0-000-1-052-035-0109
O	034733	11/23/04	\$60.45	ACADEMIC SUPERS	-4.18	01-9552- - - - -
					64.63	01-4212-0-093-1-056-010-1905
O	034734	11/23/04	\$117.74	ACE MAINTENANCE	117.74	01-4600-0-000-4-021-080-6510
O	034735	11/23/04	\$21.54	REZA AKHAVAIN	21.54	01-4600-0-000-1-036-000-6450
O	034736	11/23/04	\$1,240.00	AMTECH RELIABLE	1,240.00	01-5811-0-000-1-021-080-6510
O	034737	11/23/04	\$527.98	APPERSON PRINT	527.98	01-4344-0-000-1-050-012-0799
O	034738	11/23/04	\$112.70	INKJETCARTRIDGE	112.70	01-4300-0-000-1-056-008-0401
O	034739	11/23/04	\$480.00	THOMAS BARGER	480.00	01-5811-0-000-1-055-006-0835
O	034740	11/23/04	\$172.08	BATTERY SPECIAL	172.08	01-4300-0-000-4-070-084-1007
O	034741	11/23/04	\$26,929.00	COMMUNITY COLLE	26,929.00	01-5812-1-029-1-053-087-6120
O	034742	11/23/04	\$388.92	CDW GOVERNMENT,	388.92	01-4300-0-000-4-041-061-4900
O	034743	11/23/04	\$178.00	CHILDCARE HEALT	178.00	01-4300-1-069-1-058-036-1305
O	034744	11/23/04	\$29.71	CLARK SECURITY	29.71	01-4600-0-000-4-021-080-6510
O	034745	11/23/04	\$3.02	CLUB CAR, INC.	3.02	01-4600-0-000-1-021-062-6772
O	034746	11/23/04	\$286.88	CONSOLIDATED PL	302.20	01-4344-0-000-1-055-005-1002
					-15.32	01-9552- - - - -
O	034747	11/23/04	\$85.00	CROWN VALLEY SE	85.00	01-5620-0-000-7-011-000-6610
O	034748	11/23/04	\$360.00	SHARI CYRKIN	360.00	01-5153-1-069-1-058-036-1305
O	034749	11/23/04	\$15,956.42	DATAKOM WEST/UP	15,956.42	01-6410-0-004-9-015-000-6780

Purchase Order Requisition

Requisition #: RS05-00634	PO #P05-01772	Status: Complete
Requisitioner: M Schiffelbein/ITC/4882		Req. Date: 9/08/04(2005)
Order Site: SA , SC A Building (ITC)		Room: 10
Ship to Site: SC , SADDLEBACK COLLEGE WAREHOUS		Req. Cost: \$295,868.57
Vendor Code: 030669, APPLE COMPUTER, INC.		Encumbered:
Req. Info: 76 Computers		Expensed: \$295,868.57
		Invoiced: \$295,868.57

Account Number	Amount	Expensed	Yr
40-6411-1-471-1-052-061-0799	295,868.57	295,868.57	05

Ln#	Item #	Qty	Unit	Purchase Order Line Items	Extended Amount	Qty Rcvd
1		76	ea	BOARD APPROVAL ON OCT. 26,2004 Power Mac G5 Dual 1.8GHz, Part No. ZOAA 2GB DDR400 SDRAM (PC3200) - 4x512, 065-5114 Apple Keyboard & Apple Mouse - U.S. English, 065-4923 Accessory Kit, 065-4894 Mac OS X - U.S. English, 065-4895 NVIDIA GeForce FX 5200 Ultra w/64MB DDR SDRAM, 065-4929 Dual 1.8GHz PowerPC G5, 065-4930 80GB Serial ATA - 7200rpm, 065-4924 8x SuperDrive (DVD-R/CD-RW), 065-4928	170620.00	76
2		76	ea	Apple Cinema Display (20" flat panel) M9177LL/A	88844.00	76
3		76	ea	APP for Power Mac with Display - Auto Enroll, B4607LL/A	15124.00	76

Taxable Amount:	274,588.00
Sales Tax:	21,280.57
Shipping:	
Requisition Total:	<u>295,868.57</u>

Approved by:

Date:

Requisition Invoice History

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Amount</u>	<u>Date</u>	<u>Check #</u>	<u>Paid Dt</u>
APPLE COMPUTER	9214590917	\$4,490.00	11/03/04	034594	11/18/04
APPLE COMPUTER	9214537881	\$4,490.00	11/01/04	034594	11/18/04
APPLE COMPUTER	9214559188	\$17,960.00	11/02/04	034594	11/18/04
APPLE COMPUTER	9214533275	\$89,800.00	11/01/04	034594	11/18/04
APPLE COMPUTER	9214533276	\$15,715.00	11/01/04	034594	11/18/04
APPLE COMPUTER	9214590918	\$11,225.00	11/03/04	034594	11/18/04
APPLE COMPUTER	9214621821	\$2,245.00	11/05/04	034594	11/18/04
APPLE COMPUTER	9214621822	\$2,245.00	11/05/04	034594	11/18/04
APPLE COMPUTER	9214630639	\$2,245.00	11/05/04	034594	11/18/04
APPLE COMPUTER	9214630640	\$2,245.00	11/05/04	034594	11/18/04
APPLE COMPUTER	9214630349	\$2,245.00	11/06/04	034594	11/18/04
APPLE COMPUTER	9214600023	\$2,245.00	11/04/04	034594	11/18/04
APPLE COMPUTER	9214559189	\$2,245.00	11/02/04	034594	11/18/04
APPLE COMPUTER	9214564178	\$2,245.00	11/02/04	034594	11/18/04
APPLE COMPUTER	9214552032	\$2,245.00	11/02/04	034594	11/18/04
APPLE COMPUTER	9214590919	\$2,245.00	11/03/04	034595	11/18/04
APPLE COMPUTER	9214737554	\$2,245.00	11/11/04	034727	11/22/04
APPLE COMPUTER	9214735008	\$2,245.00	11/11/04	034727	11/22/04
APPLE COMPUTER	9214486446	\$103,968.00	10/29/04	034727	11/22/04
		<u>\$274,588.00</u>			

Approved by:

Date:

WARRANT REGISTER LISTING

Account (COUNTY) - County Account
 Sort: Sorted by Warrant #
 Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034750	11/23/04	\$140.00	DUPLO USA CORPO	140.00	01-5650-0-000-7-013-090-6730
O	034751	11/23/04	\$129.42	ELECTRONIX EXPR	138.72	01-4344-0-000-1-052-021-0934
					-9.30	01-9552- - - - -
O	034752	11/23/04	\$81.89	EWING IRRIGATIO	81.89	01-4600-0-000-4-021-079-6550
O	034753	11/23/04	\$43.82	FEDERAL EXPRESS	43.82	01-5840-1-091-1-054-033-1203
O	034754	11/23/04	\$137.04	FISHER SCIENTIF	137.04	01-4300-0-000-1-056-008-0401
O	034755	11/23/04	\$92.57	FREEWAY AUTO SU	92.57	01-4600-0-000-1-021-062-6772
O	034756	11/23/04	\$38.82	ESTER GRAHAM	38.82	01-5270-0-000-7-013-090-6730
O	034757	11/23/04	\$422.09	STEVE GROSS	422.09	01-5270-0-000-7-015-000-6780
O	034758	11/23/04	\$25.00	MARIA PANIAGUA	25.00	01-5270-1-021-1-026-000-6460
O	034759	11/23/04	\$25.00	VICKY SORIA	25.00	01-5270-1-021-1-026-000-6460
O	034760	11/23/04	\$496.26	WELLS FARGO BAN	359.48	01-4600-0-000-4-021-078-6530
					136.78	01-4600-0-000-4-021-080-6510
O	034761	11/23/04	\$1,232.21	WELLS FARGO BAN	55.85	01-4200-0-000-7-015-000-6780
					9.95	01-5811-0-000-7-015-000-6780
					519.97	01-6410-0-000-7-013-064-6720
					29.00	01-6412-0-000-7-015-000-6780
					458.38	01-6410-0-004-9-015-000-6780
					159.06	01-5271-0-000-7-011-000-6610
O	034762	11/23/04	\$1,939.98	WELLS FARGO #20	221.76	01-5270-0-000-1-024-000-6620
					597.00	01-5270-0-000-7-010-000-6610
					37.00	01-5270-0-000-7-011-000-6610
					431.42	01-5825-0-000-9-013-000-6610
					652.80	01-5270-1-021-1-026-000-6460
O	034763	11/23/04	\$209.00	NORMA YANNI	209.00	01-5270-0-000-1-024-072-6499
O	034764	11/23/04	\$21,321.99	AGILYSYS	21,321.99	40-6410-1-471-7-015-000-6780
O	034765	11/23/04	\$299.00	APPLE COMPUTER	-23.17	40-9552- - - - -
					322.17	40-6412-1-471-1-052-061-0799
O	034766	11/23/04	\$30.17	BURST COMMUNICA	30.17	40-6410-1-477-6-013-000-7100
O	034767	11/23/04	\$391.20	BUSINESS MACHIN	391.20	40-6410-1-477-6-013-000-7100
O	034768	11/23/04	\$11,078.88	CDW GOVERNMENT,	11,078.88	40-6410-1-471-7-015-000-6780

WARRANT REGISTER LISTING

Account (COUNTY) - County Account

Sort: Sorted by Warrant #

Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	034769	11/23/04	\$2,339.87	DELL MARKETING	2,339.87	40-4300-1-471-4-041-061-6780
O	034770	11/23/04	\$17.62	DONNA BECK	17.62	01-5269-1-005-1-054-000-6011
O	034771	11/23/04	\$65.48	GANAHL LUMBER	65.48	01-4300-0-000-4-070-084-1007
O	034772	11/23/04	\$533.37	GANDER-PRINTCO	311.13	01-4600-0-000-1-052-000-6011
					44.45	01-4600-0-000-1-030-000-6210
					44.45	01-4600-0-000-1-050-000-6011
					88.89	01-4600-1-024-1-051-075-6420
					44.45	01-4600-0-000-1-053-041-0602
O	034773	11/23/04	\$37.42	GETTY TRUST PUB	37.42	01-4600-0-093-1-053-087-6120
O	034774	11/23/04	\$432.09	GOLF VENTURES W	432.09	01-4600-0-000-1-021-062-6772
O	034775	11/23/04	\$9,879.86	HAMPTON TEDDER	9,879.86	01-5811-0-000-1-021-080-6510
O	034776	11/23/04	\$26.93	HARDY DIAGNOSTI	26.93	01-4300-0-000-1-056-008-0401
O	034777	11/23/04	\$296.40	HEWITT & O'NEIL	296.40	01-5721-0-000-6-016-000-6610
O	034778	11/23/04	\$378.28	HOME DEPOT CRED	60.09	01-4300-0-000-1-052-044-0959
					51.53	01-4344-0-000-4-070-005-1002
					86.09	01-4600-0-000-1-021-080-6510
					93.41	01-4600-0-000-1-052-000-6011
					87.16	01-4600-0-000-1-052-035-0109
O	034779	11/23/04	\$3,179.40	INSIGHT MEDIA	-234.67	01-9552- - - - -
					3,414.07	01-4300-1-075-1-054-033-1203
O	034780	11/23/04	\$1,175.96	IRVINE BARCLAY	1,175.96	01-5620-0-000-4-070-084-1004
O	034781	11/23/04	\$44.11	JAMECO ELECTRON	44.11	01-4300-2-074-4-078-021-0934
O	034782	11/23/04	\$672.64	JAY'S CATERING	672.64	01-5271-1-069-1-058-036-1305
O	034783	11/23/04	\$133.61	JEFF'S SPORTING	133.61	01-4300-0-000-4-077-006-0835
O	034784	11/23/04	\$717.03	KELE ASSOCIATES	717.03	01-4600-0-000-1-021-080-6510
O	034785	11/23/04	\$227.84	KIRK DOWNEY	227.84	01-4600-0-000-4-041-076-6774
O	034786	11/23/04	\$60.00	GARY L. KUSUNOK	60.00	01-5811-1-050-4-034-089-6950
O	034787	11/23/04	\$556.92	L. A. TIMES	556.92	01-5830-0-000-4-020-091-6710
O	034788	11/23/04	\$1,118.72	L. A. TIMES	1,118.72	01-5830-1-021-1-026-000-6460
O	034789	11/23/04	\$965.60	LAPES ATHLETIC	43.00	01-4300-0-000-1-055-006-0835

WARRANT REGISTER LISTING

Account (COUNTY) - County Account
 Sort: Sorted by Warrant #
 Selection: Between #034056 and 034805

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
					922.60	01-4300-0-093-1-055-006-0835
O	034790	11/23/04	\$93.74	LASER SOURCE	93.74	01-4600-0-000-4-076-000-6011
O	034791	11/23/04	\$1,037.34	LEGO EDUCATION	1,037.34	01-4344-0-000-1-056-014-0701
O	034792	11/23/04	\$3,383.50	LIEBERT CASSIDY	2,753.50	01-5721-0-000-9-001-000-6610
					630.00	01-5721-0-000-9-001-000-6732
O	034793	11/23/04	\$46.33	DIANE MC GROART	46.33	01-4300-0-000-1-052-017-1303
O	034794	11/23/04	\$140.00	MEDCO SUPPLY CO	149.38	01-4300-0-000-4-077-049-0835
					-9.38	01-9552- - - - -
O	034795	11/23/04	\$181.02	MISSION PRINTIN	181.02	01-5810-0-000-7-011-091-6710
O	034796	11/23/04	\$549.00	NIAGARA DRINKIN	243.00	01-5811-0-000-4-025-000-6599
					306.00	01-4600-0-000-1-025-000-6570
O	034797	11/23/04	\$88.05	KEVIN O'CONNOR	88.05	01-4600-2-020-1-036-000-6750
O	034798	11/23/04	\$2,165.00	ORANGE CO. AUDI	2,165.00	01-5811-1-050-4-034-089-6950
O	034799	11/23/04	\$2,265.00	ORANGE CO. AUDI	2,265.00	01-5811-1-050-1-034-089-6950
O	034800	11/23/04	\$749.04	ORANGE COUNTY R	749.04	01-5830-0-000-4-020-091-6710
O	034801	11/23/04	\$407.88	ORANGE COUNTY R	407.88	01-5830-2-021-4-026-083-6460
O	034802	11/23/04	\$112.40	ORANGE COUNTY R	112.40	01-5830-0-000-4-020-091-6710
O	034803	11/23/04	\$134.00	ORANGE COUNTY R	134.00	01-5830-0-000-4-020-091-6710
O	034804	11/23/04	\$8,651.08	GMF SOUND, INC.	8,651.08	40-6410-1-477-6-013-000-7100
O	034805	11/23/04	\$750.00	MARIPOSA HORTIC	750.00	40-6120-0-495-1-013-089-6950
			<u>\$3,743,912.33</u>		<u>\$3,743,912.33</u>	

FUND SUMMARY

Description	Amount
01 - General Fund	\$1,627,912.20
12 - Child Development Fund	\$1,645.15
40 - Capital Outlay Fund	\$1,892,761.99
68 - Self-Insurance Fund	\$77,857.00
71 - Retiree Benefit Fund	\$143,735.99
	<u>\$3,743,912.33</u>

OPEN:	\$3,835,299.64	VOIDED:	\$0.00
	695		0
CLEARED:	\$0.00	CANCELLED:	\$91,387.31
	0		55
		STALE DATED:	\$0.00
			0

WARRANT REGISTER LISTING

Account (SC-CMED) - Saddleback Community Ed
Sort: Sorted by Warrant #
Selection: Between #008034 and 008074

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	008034	11/05/04	\$49.00	JUNE ABRAMS	49.00	09-8872-1-044-1-031-000-6822
O	008035	11/05/04	\$212.50	GREG ATWOOD	212.50	09-5173-1-044-1-031-000-6822
O	008036	11/05/04	\$92.50	AZAR INTERNATIO	-7.17	09-9552- - - - -
					99.67	09-4600-1-044-1-031-000-6822
O	008037	11/05/04	\$61.25	CA SCHOOL OF NO	61.25	09-5811-1-044-1-031-000-6822
O	008038	11/05/04	\$877.50	COMPUTRAX, INC.	877.50	09-5173-1-044-1-031-000-6822
O	008039	11/05/04	\$931.80	JAMES COSPER	931.80	09-5173-1-044-1-031-000-6822
O	008040	11/05/04	\$757.50	THE DG GROUP	757.50	09-5173-1-044-1-031-000-6822
O	008041	11/05/04	\$726.74	INSIGHT SYSTEMS	726.74	09-5173-1-044-1-031-000-6822
O	008042	11/05/04	\$251.50	INVESTMENT R/E	251.50	09-5173-1-044-1-031-000-6822
O	008043	11/05/04	\$1,046.00	NATIONAL CAPITA	1,046.00	09-5173-1-044-1-031-000-6822
O	008044	11/05/04	\$1,436.70	PACIFIC COACHWA	1,436.70	09-5691-1-044-1-031-000-6822
O	008045	11/05/04	\$256.13	PRATT & ASSOCIA	256.13	09-5173-1-044-1-031-000-6822
O	008046	11/05/04	\$2,878.50	MARSHALL REDDIC	2,878.50	09-5173-1-044-1-031-000-6822
O	008047	11/05/04	\$49.00	MARGARET LOGUE	49.00	09-8872-1-044-1-031-000-6822
O	008048	11/05/04	\$341.50	SMART BUSINESS	341.50	09-5173-1-044-1-031-000-6822
O	008049	11/05/04	\$245,481.27	SOUTH ORANGE CO	245,481.27	09-9521- - - - -
O	008050	11/05/04	\$1,818.00	KRISTINE ROBBIN	1,818.00	09-5173-1-044-1-031-000-6822
O	008051	11/23/04	\$1,056.00	CURTIS M. ADNEY	1,056.00	09-5173-1-044-1-031-000-6822
O	008052	11/23/04	\$367.50	GREG ATWOOD	367.50	09-5173-1-044-1-031-000-6822
O	008053	11/23/04	\$14.43	AZAR INTERNATIO	14.43	09-4600-1-044-1-031-000-6822
O	008054	11/23/04	\$289.50	FARLA BINDER	289.50	09-5173-1-044-1-031-000-6822
O	008055	11/23/04	\$350.00	DAVID BROIDA	350.00	09-5173-1-044-1-031-000-6822
O	008056	11/23/04	\$3,065.00	COMPUTRAX, INC.	3,065.00	09-5173-1-044-1-031-000-6822
O	008057	11/23/04	\$1,626.40	JAMES COSPER	1,626.40	09-5173-1-044-1-031-000-6822
O	008058	11/23/04	\$2,166.00	CALIFORNIA DISC	2,166.00	09-5173-1-044-1-031-000-6822

WARRANT REGISTER LISTING

Account (SC-CMED) - Saddleback Community Ed
 Sort: Sorted by Warrant #
 Selection: Between #008034 and 008074

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	008059	11/23/04	\$968.00	EDUCATION TO GO	968.00	09-5173-1-044-1-031-000-6822
O	008060	11/23/04	\$490.00	JOHN FEDKO	490.00	09-5173-1-044-1-031-000-6822
O	008061	11/23/04	\$775.24	INSIGHT SYSTEMS	775.24	09-5173-1-044-1-031-000-6822
O	008062	11/23/04	\$348.50	AIDIN MARISCAL	348.50	09-5173-1-044-1-031-000-6822
O	008063	11/23/04	\$3,108.00	DAN MIKELS	3,108.00	09-5173-1-044-1-031-000-6822
O	008064	11/23/04	\$50.00	MISSION VIEJO G	50.00	09-5173-1-044-1-031-000-6822
O	008065	11/23/04	\$924.00	NATIONAL CAPITA	924.00	09-5173-1-044-1-031-000-6822
O	008066	11/23/04	\$180.00	JALON O'CONNELL	180.00	09-5173-1-044-1-031-000-6822
O	008067	11/23/04	\$457.23	OFFICE MAX	457.23	09-4600-0-000-0-000-000-0000
O	008068	11/23/04	\$619.75	PACIFIC COACHWA	619.75	09-5691-1-044-1-031-000-6822
O	008069	11/23/04	\$1,289.00	MARSHALL REDDIC	1,289.00	09-5173-1-044-1-031-000-6822
O	008070	11/23/04	\$1,415.00	JIM RUE	1,415.00	09-5173-1-044-1-031-000-6822
O	008071	11/23/04	\$1,469.00	PARRY SHOEMAKER	1,469.00	09-5173-1-044-1-031-000-6822
O	008072	11/23/04	\$861.50	SUSAN M. UNOURA	861.50	09-5173-1-044-1-031-000-6822
O	008073	11/23/04	\$1,332.00	KRISTINE ROBBIN	1,332.00	09-5173-1-044-1-031-000-6822
O	008074	11/23/04	\$377.50	SEEWING YEE	377.50	09-5173-1-044-1-031-000-6822
			<u>\$280,866.94</u>		<u>\$280,866.94</u>	

FUND SUMMARY

Description	Amount
09 - SC Community Education Fu	\$280,866.94
	\$280,866.94

OPEN:	\$280,866.94	VOIDED:	\$0.00
	41		0
CLEARED:	\$0.00	CANCELLED:	\$0.00
	0		0
		STALE DATED:	\$0.00
			0

WARRANT REGISTER LISTING

Account (IVC-CMED) - IVC Community Ed
 Sort: Sorted by Warrant #
 Selection: Between #008058 and 008070

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	008058	11/03/04	\$61.25	CA SCHOOL OF NO	61.25	07-5811-1-044-4-031-000-6822
O	008059	11/03/04	\$16.81	OFFICE MAX	16.81	07-4600-1-044-4-031-000-6821
O	008060	11/03/04	\$10,175.77	SOUTH ORANGE CO	10,175.77	07-9521- - - - -
O	008061	11/03/04	\$154.35	WILLIAM G. WILL	154.35	07-5811-1-044-4-031-000-6822
O	008062	11/16/04	\$4,790.00	ASCOLTA TRAININ	4,790.00	07-5811-1-047-4-031-000-6820
O	008063	11/16/04	\$536.25	WORKSHOPS ON WE	536.25	07-5811-1-044-4-031-000-6822
O	008064	11/16/04	\$61.25	CA SCHOOL OF NO	61.25	07-5811-1-044-4-031-000-6822
O	008065	11/16/04	\$416.00	MERLINA HAN COM	416.00	07-5811-1-044-4-031-000-6822
O	008066	11/16/04	\$3,644.00	EDUCATION TO GO	3,644.00	07-5811-1-044-4-031-000-6822
O	008067	11/16/04	\$570.00	FINANCIAL ADVIS	570.00	07-5811-1-044-4-031-000-6822
O	008068	11/16/04	\$962.00	NICHOLAS GATES	962.00	07-5811-1-044-4-031-000-6822
O	008069	11/16/04	\$32.50	TRINA ROTHERY	32.50	07-5811-1-044-4-031-000-6822
O	008070	11/16/04	\$208.00	VAN SPENCER	208.00	07-5811-1-044-4-031-000-6822
			<u>\$21,628.18</u>		<u>\$21,628.18</u>	

FUND SUMMARY

Description	Amount
07 - IVC Community Education F	\$21,628.18
	<u>\$21,628.18</u>

OPEN:	\$21,628.18	VOIDED:	\$0.00
	13		0
CLEARED:	\$0.00	CANCELLED:	\$0.00
	0		0
		STALE DATED:	\$0.00
			0

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	23
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	GIFTS TO THE DISTRICT AND FOUNDATIONS		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

BACKGROUND

Pursuant to the California Education Code Section 72241 and Board Policy 3300, the Board of Trustees "receive and administer gifts to the District." The division or office within the college receiving the donated item reviews all gifts. Additionally, the Chancellor's Cabinet reviews the utility and appropriateness of the donated gift as to possible personnel or related cost factors.

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. Any impact on students is described on the exhibit.

RECOMMENDATION

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

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

***SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
GIFTS TO THE DISTRICT
December 13, 2004***

IRVINE VALLEY COLLEGE

Gift: Twenty tickets to South Coast Repertory play on October 28, 2004

Used by MTE EOPS

Donated By:

Nancy Levy
South Coast Repertory
P.O. Box 2197
Costa Mesa, CA 92628-2197

Costs:

Installation: N/A
Maintenance: N/A

IRVINE VALLEY COLLEGE

Gift: MacIntosh Equipment – computer, monitor, printer

To be used in Student Laboratories

Donated By:

Judith Hendler
P.O. Box 779
Huntington Beach, CA 92648

Costs:

Installation: N/A
Maintenance: N/A

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	24
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	TRUSTEE TRAVEL TO CONFERENCES AND/OR PERSONAL MILEAGE REIMBURSEMENT		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

BACKGROUND

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

STATUS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve/ratify the requests for travel and/or mileage as shown in Exhibit A.

Item Submitted By:	Dr. Raghu P. Mathur, Chancellor
Item Reviewed By:	
Final Disposition:	Vote :

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

ESTIMATED EVENT/LOCATION	DATE(S)*	COST** (per person)
CCLC – Board Chair Workshop Sheraton Grand, Sacramento	January 29, 2005	\$550.00
CCLC – Trustee Orientation Sheraton Grand, Sacramento	January 29–30, 2005 (1)	\$800.00
CCLC – Annual Legislative Conference Sheraton Grand, Sacramento	January 30–31, 2005 (1)	\$900.00

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

** The amount listed includes estimated airfare, lodging, meals, and other expenditures.
12/13/04

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM: 25
FROM:	CHANCELLOR	DATE: 12/13/04
SUBJECT:	SOCCCD: LOCALLY FUNDED PROJECTS PROGRESS REPORT	
REASON FOR BOARD CONSIDERATION:	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 projects.

STATUS

EXHIBIT A provides an up-to-date report on the status of the locally funded construction projects.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

LOCALLY FUNDED FACILITIES PLAN

PLAN STATUS REPORT

December 13, 2004

(Additions in Italics)

On August 30, 2004, a status report was submitted to the Board of Trustees for information. Since then, a request for qualifications was sent to architectural firms interested in providing architectural services for some of these projects. Thirteen firms responded to the invitation and eight were selected for interviews, which were conducted on September 8. As a result, several firms will be recommended to the board as the projects are ready to move forward. Also, after the last report, the State updated the construction cost index by 5.56% in recognition of recent increases in construction cost. We have updated the cost estimates of new projects accordingly.

In September, 2004, a Chancellor's Update item provided information about recent increases in construction costs. The latest ENR quarterly report, dated 9/27/04, shows that, nation-wide, construction prices have increased 10% this year and are 91% higher than in 2002. Other publications have commented on this situation (Exhibit B) that has become worse in California with the proliferation of local school bonds. An e-mail received in May from the State Chancellor's Office confirmed that bids were coming over budget by up to 33% (Exhibit C). This cost increase will have an impact on projects currently under design and other future projects; as work progresses on each project, estimates will be updated and the Board of Trustees will be kept informed.

The following is an update on the status of each project:

SADDLEBACK COLLEGE

1. HEALTH SCIENCES BUILDING. *Construction of this building is substantially completed, except some audio-visual installation and landscape work. On November 16, 2004, the audio-visual contractor was granted a time extension until December 22, 2004, and will be completing his work within the revised time. Landscape work was delayed by rainy weather but will be completed before the end of the year. The first rains of the season came before the building was 100% watertight and the building experienced some leaks due to faulty window installation and faulty roofing installation. Once the sources of leaks were identified, the respective contractors fixed the problems and repaired, at their cost, all damage caused by the leaks. Subsequent rains did not affect the building and recent inspection and testing showed no evidence of further leaks.*

2. REPAIR TAS BUILDING. *The architect has met several times with the college/ district project team. Also, a meeting took place between the architect, structural engineer, and geotechnical engineer; as a result, the geotechnical engineer is adjusting his recommendations with the goal of providing an even better solution that will guarantee long lasting results. Studies for usage of the HS complex as swing space have been approved by the college. The committee is recommending not using any of the old Cal State Fullerton buildings as swing space because of the possible presence of mold, air pollution, and other problems that will likely surface if remodeling takes place; instead, if necessary, portables will be rented for the duration of the project. The deciding factor in relation to swing space will be whether or not the second floor of the TAS building can remain occupied during the repair of the first floor and this is being investigated with DSA and other sources.*

On September 27, the architect, structural engineer, and the Director of Facilities Planning met with DSA staff. Regarding the swing space, DSA will not become involved unless we make physical modifications to existing buildings. In relation to the TAS building, DSA requested additional geotechnical information, including manometer readings of the second floor, to obtain assurances that there are no differential settlements that may affect the building structure. If differential settlements are found or the replacement slab somehow adds loads to the existing foundation pads, a new structural analysis of the entire building will be required and, as a result, there will be a need to upgrade the entire structure in accordance with current code requirements. This will add substantially to the cost and duration of the project. A proposal for additional geotechnical services is being submitted for approval. In relation to the swing space, to maintain the costs as close to budget as possible, the architect is now working on a plan for reusing existing space without physical modifications (HVAC and electrical modifications are exempt) that would trigger DSA review and result in expensive upgrades. If remodel is avoided, the feared surfacing of mold and air pollution will also be avoided and perhaps some of the old Cal State Fullerton rooms may be used if needed. DSA also placed on the structural engineer the responsibility for determining whether it would be safe to occupy the second floor of the TAS building during construction. At this time, plans are proceeding under the assumption that there will be no need to move all the occupants from the second floor. As soon as a revised cost estimate is available, it will be presented to the board.

The architect has estimated the construction cost of repairing the TAS at \$1,354,000; when added the cost of renovating some lower campus space to provide temporary housing for the programs displaced and all the soft cost, the estimated project budget is now \$1,956,000. The board has approved only \$971,000 from basic aid for this project. A recommendation to increase the budget will be submitted to the board in December 2004.

A recommendation to approve additional \$975,000 from basic aid to augment the budget for this project is being submitted to the Board on this date, December 13, 2004.

3. LIBRARY REMODEL. The college and district administration have been discussing different options for this project. Since there is still a possibility that state funds may become available in 2006-07, a phased approach is recommended. The first phase would consist in repairing the slab on grade and remodeling the front (west) part of the first floor, from the area currently occupied by the LAP to the board room, for classroom, the Lariat, and the photography lab. In this scheme, the LAP will move to the portion of the third floor currently occupied by HR and the college administration will move to the part currently occupied by Business Services and the district's executive offices. The part of AGB building vacated by the college administration will be remodeled to house the ITC and provide one large classroom. The SA (Student Affairs) and CC (Classroom Cluster) buildings will be demolished. GKK has been tentatively identified as the architect for this project and, if the project is approved and funded by the Board, a recommendation to hire this firm will be submitted at the next board meeting.

A recommendation to hire GKK to provide architectural services for this project is being submitted to the board on this date, October 26, 2004.

The Board approved hiring GKK as the architect for this project. GKK and a committee of college faculty and administrators have begun work on this project by reviewing and updating the program. The college has decided not to move the administrative offices to the third floor of the Library.

Work on this project is progressing on schedule.

4. MATH/ SCIENCE/ ENGINEERING ANNEX. On the last report it was proposed that a new annex facility be built adjacent to the M/S/E building to house the science labs. Carrier Johnson an architectural firm with extensive experience in designing science labs has been identified by the committee for this project and, if the project is approved and funded by the Board, a recommendation to hire this firm will be submitted at the next board meeting.

A recommendation to hire Carrier Johnson to provide architectural services for this project is being submitted to the board on this date, October 26, 2004.

The Board approved hiring Carrier Johnson as the architect for this project. The architect and college and district staff have started work by discussing the programmatic needs and reviewing the options available.

Work on this project is progressing on schedule.

5. REPAIR & REMODEL M/S/E BUILDING. This project will take place after the M/S/E Annex is completed.

A cost estimate will be developed when an architect is hired for this project but it is estimated that this project could cost about \$5,000,000.

6. NEW PARKING. One parking consultant team has been identified for this project, lead by Choate Parking Consultants, Inc., and including A. C. Martin as consulting architects. The first step will be to conduct an analysis of existing parking and traffic conditions and provide recommendations. These recommendations should include parking solutions, access/egress studies for proposed parking, and general campus traffic recommendations (including loop road). A proposal to hire CPC to perform this study is being submitted to the Board under separate cover.

CPC submitted a fee proposal that exceeded the anticipated amount. A competitive, lower priced, proposal was received from International Parking Design, Inc. This company had also been interviewed by the committee, is very well qualified, and has in the past provided similar services for Saddleback College. A recommendation to hire IPD to provide consulting services for this project is being submitted to the board on this date, October 26, 2004.

The Board approved hiring International Parking Design to provide consulting services for this project.

Traffic studies are scheduled to start on January 10, 2005, to be able to capture the intense traffic typical of the beginning of the semester.

7. LOOP ROAD. This project is included in the campus Master Plan and \$1,430,000 in basic aid funds set aside by the Board of Trustees in the past; however, funds were later redirected to cover more immediate needs. When the results and recommendations of the traffic study are available, a new project to complete the Loop Road will be developed and presented to the Board for consideration.

IRVINE VALLEY COLLEGE

1. PERFORMING ARTS THEATER. Progress is continuing on this project with working drawings approaching the 50% completion level. The current volatility of the construction market makes difficult to validate cost estimates. C W Driver has been reviewing the cost assumptions made by the architect and is now working with the design team, their cost estimator, and college and district staff to keep the project within budget.

C W Driver estimate of the construction cost for this project came at \$24,800,000. The architect's cost consultant estimates this cost at \$19,950,000, even considering some value engineering measures. Both estimates are substantially over the available construction funds (\$17,862,000), showing the impact of recent construction cost increases. At this time, the architect, his consultants, and district and college staff are trying to identify further value engineering measures to reduce the cost without impacting the program and will report to the Board of Trustees periodically.

Identification of value engineering items and revisions to the drawings to incorporate these items has delayed the completion of working drawings by three weeks. Submittal to DSA is now scheduled by November 30, 2004. The budget issues are still unresolved.

Working drawings have been submitted to DSA for plan check. A recommendation to approve \$6,739,000 from basic aid to augment the budget for this project is being submitted to the Board on this date, December 13, 2004.

2. BUSINESS & TECHNOLOGY INNOVATION CENTER. It was the consensus of the committee that interviewed architectural firms that LPA was the best candidate for this particular project, based on the success of the HS Building at Saddleback College and the experience of this firm with other similar community college projects. A recommendation to hire LPA study is being submitted to the Board under separate cover. As reported in August, a cost estimate by C. W. Driver calculated the construction cost of this project at more than one million dollars over budget. The architect's first priority will be to study the budget and report to the Board.

On September 26, 2004, the Board of Trustees approved the agreement with LPA. The architect has reviewed the FPP, a committee of faculty and staff has been appointed to work with the architect and the first meeting has taken place.

LPA and a committee of college faculty and administrators are working on reviewing and updating the program for this project. Also, a topographic survey of the site has been ordered. A presentation to the Board of Trustees is scheduled for January, 2005.

Work on this project is progressing on schedule.

3. UTILITIES INFRASTRUCTURE. Preliminary contacts with the Gas Company and Southern California Edison have been established. The cost associated with these services will depend on whether we can establish a separate address for the Jeffrey Road entrance to the campus; since the college has no objection to having a separate address, the next step will be researching this with the city of Irvine.

4. MAINTENANCE & POLICE FACILITY. Construction of this project is required to make room for the Business Technology & Innovation Center. Since the two projects are related, the committee is recommending using the same architect, LPA. If the project is approved and funded by the Board, a recommendation to hire this firm will be submitted at the next board meeting.

There is some urgency to move forward with this project so it can be completed in time to start the construction of the Business Technology & Innovation Center. An agenda item to approve this project and hire LPA to provide architectural services is being submitted on this date, October 26, 2004. An informative presentation will also be provided.

The Board approved hiring LPA as the architect for this project and work has begun by identifying the programmatic needs and analyzing site conditions.

The architect has developed two options for the site plan that are being reviewed by college and district staff.

5. LOT #5 EXPANSION AND LOT #6 (Phase I). The design of the new parking is included in the plans being prepared by Arquitectonica for the theater. The Board has already approved \$730,000 from basic aid for this project; the estimated cost is about \$1,500,000. At the time of bid, this project will be bid separately and additional funds will be required. Construction will take place at the same time as the theater.

Plans are now more than 50% completed. Rider Hunt Levett & Bailey, construction cost consultants to Arquitectonica for the Theater project, is preparing a cost estimate for this project that will be presented to the board with a recommendation for funding.

Rider Hunt's cost estimate indicates that the original budget for this project should be adequate. The budget, as included in the most recent 5-Year Construction Plan is \$1,480,000. Since only \$730,000 from basic aid has been approved by the Board for this project, a recommendation to augment the budget will be submitted at the December 2004 Board meeting.

A recommendation to approve \$985,000 from basic aid to fully fund this project is being submitted to the Board on this date, December 13, 2004.

6. BARRANCA ENTRANCE. This project will provide a new access to the campus from Barranca Avenue. When Barranca was extended beyond Jeffrey, the city made provisions for this future access. The board of Trustees has set aside \$730,000 in basic aid funds for this project.

ATEP

DEVELOPMENT OF ATEP SITE. In accordance with the conveyance documents, plans were submitted to the City of Tustin for review and comment/ approval. This process is now practically completed but delayed the project by about six weeks. Also, plans have been submitted to DSA and will have to go through the standard review process as opposed to the over-the-counter approval process as anticipated (this is due to the state budget cuts that limited staff availability). This will further delay the project which now is expected to be completed in the Summer of 2005 and be ready for occupancy in the Fall of 2005.

The City of Tustin required additional information on the current submittal and the ATEP team resubmitted the final courtesy review documents the week of October 11. Regarding DSA review, the latest concern regarding accessibility issues has been resolved and plans are ready to be resubmitted. At the same time, the Provost and District administration agree with the City of Tustin that some existing structures have deteriorated to the point that they should be demolished as soon as possible, in particular some buildings located north of Valencia. Since the Navy needs to proceed with soil remediation measures to remove MTBE contaminated soil in the area of the existing Child Care Center, the structures in that area will be demolished at the Department of the Navy cost to allow for the remediation work. Other three buildings that are the closest to the new Launching Program should be demolished: the Bowling Alley, Credit Union/Library, and Theater buildings. Prior to request bids for the demolition, hazardous materials surveys must be conducted to identify items that have to be properly removed and disposed of. Proposals for hazardous materials surveying services were requested and a purchase order has been issued to the lowest bidder, H2 Environmental.

Bid documents for site improvements and signage work have been completed and the invitation for bidders advertised. Bids will open on November 30, 2004, and a recommendation to award will be submitted to the Board in December, 2004. The hazardous materials survey has been completed and, as soon as the report is available, demolition specifications will be developed and the project will go out to bid.

On November 18, 2004, the City of Tustin notified the project team of final requirements for approval to the site development plans. Some of these requirements were a departure from previous understandings and required changes on the plans. An addendum was issued on November 19, 2004, indicating to the bidders that changes were forthcoming and postponing the bid opening date until December 9, 2004.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO: BOARD OF TRUSTEES	ITEM: 26
FROM: CHANCELLOR	DATE: 12/13/04
SUBJECT: SOCCCD: NOVEMBER/DECEMBER 2004 CONTRACTS UNDER \$5,000	
REASON FOR BOARD CONSIDERATION: INFORMATION	

BACKGROUND

During November/December 2004, the following contracts were reviewed and approved by the Deputy Chancellor following review by legal counsel, when appropriate.

CONTRACTOR NAME

CONTRACT AMOUNT

Human Options Inc. Affiliation agreement to provide clinical/internship training for students. (Attachment 1)	\$ 0.00
Don Eisentraut Independent Contractor agreement to provide production services (Attachment 2)	\$ 1,000.00
Paul Burt Independent Contractor agreement to provide production services (Attachment 3)	\$ 500.00

Item Submitted By: Gary Poertner, Deputy Chancellor
Item Reviewed By: Dr. Raghu P. Mathur, Chancellor
Final Disposition: Vote:

AGREEMENT

(HEALTH SCIENCES / HUMAN SERVICES STUDENT PROGRAM)

THIS AGREEMENT is made and entered into this 27th day of October 2004, by and between:

Human Options Inc.
5540 Trabuco Road
Irvine, CA. 92619
(949) 737-5242 ext. 214

hereinafter called the Agency, and

South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, California 92692
(949) 582-4500

hereinafter called the College.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

WHEREAS, the College and Agency acknowledge a public obligation to contribute to health sciences and human services education for the benefit for students and to meet community needs.

WHEREAS, the College provides approved programs in health sciences and human services education, including, but not limited to nursing at the RN level, Psychiatric Technician, Emergency Medical Technician - Basic and Emergency Medical Technician - Paramedic, Medical Assisting, Phlebotomy and Human Services, which require clinical/internship experiences for students enrolled in these programs.

WHEREAS, the Agency has facilities suitable for the clinical/internship needs of the College programs in health sciences and human services.

WHEREAS, it is to the benefit of both College and the Agency that health sciences and human services students have opportunities for clinical/internship experience to enhance their capabilities as practitioners.

Now, THEREFORE, the College and Agency do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

1. The College representative shall be the Dean of Health Sciences, Human Services and Emeritus Institute, who will serve as coordinator and liaison of this agreement between the Agency and the College.

2. The College will assume full responsibility for offering health sciences and human services education programs eligible for accreditation or approval by the appropriate State Board or Agency.
3. College faculty members may be invited to serve as voluntary resource persons to the Agency staff by serving on health sciences and human services committees, by sharing knowledge as experts, and by participating in other matters dealing with the quality of patient/client care.
4. **For Workers' Compensation**
The College shall carry Workers' Compensation Insurance on students of the College during clinical/internship assignment, and shall keep records of clinical/internship attendance for audit by the State Workers' Compensation Insurance Fund.
5. **Hold Harmless Agreement**
College agrees to and does hereby indemnify and hold harmless to the extent authorized by law the Agency and its officers, agents and employees from every liability, loss, damage, or expense which may be incurred by reason of: liability for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the College, the College students participating in laboratory learning experiences, or by any person employed by the College in connection with the laboratory learning experience called for in this Agreement, except for liability resulting from the negligence or willful misconduct of the Agency or its officers, employees, or agents, or independent contractors who are directly employed by the Agency; and any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the College, its employees or students.

Agency agrees to and does hereby indemnify and hold harmless to the extent authorized by law, the College, its officers, agents and employees from every liability, loss, damage, or expense which may be incurred by reason of: liability for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Agency, its officers, agents and employees in connection with the laboratory learning experience called for in this Agreement, except for liability resulting from the negligence or willful misconduct of the College, its officers, employees, agents of independent contractors who are directly employed by the College; and any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Agency, its officers, agents and employees.

6. Public Liability and Property Damage Insurance

The College and Agency agree to take out and maintain during the life of this agreement such public liability and property damage coverage as shall protect the College and the Agency harmless. Such insurance shall be in the following amounts:

Bodily Injury	\$1,000,000.00
Property Damage	\$1,000,000.00

B. For Program Planning

The College will initiate the development of mutually acceptable clinical/internship instruction plans for using the Agency's clinical/internship areas to meet the educational goals of health sciences and human services curricula. These plans will be made available to the Agency at a mutually agreed upon time prior to the beginning of the school term and subject to revision in instances of conflict with patient care/client responsibilities and/or College interests.

C. For Instruction

1. The College shall supervise all instruction and clinical/internship experience for all students assigned to the Agency; and participate in the supervision of the instruction and clinical experience for the Nursing Program's - Clinical Preceptorship and Health Sciences, Human Services Program's Internship. The College shall assume full responsibility for the content of the educational programs.
2. The College will provide faculty members who are both qualified teachers and competent health sciences and human services practitioners, as required by the health sciences and human services program in which they teach.
3. The College will provide orientation for its health sciences and human services faculty members to familiarize them with Agency policies, practices, and facilities before assigning them to instructional duties at the Agency.
4. The College faculty will be responsible for learning and observing the regulations of both College and Agency as they apply to the circumstances of clinical/internship teaching.
5. The College has the privilege of regularly scheduled meetings with Agency staff, including both selected floor personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in health sciences and human services.

D. For Health Sciences and Human Services Students

The College will be responsible for assuring the health sciences and human services students assigned to the Agency for clinical/internship instruction meet both College and Agency standards of health and physical fitness, and shall provide certification that the students have been immunized against the common communicable diseases.

PART III.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A.

For the Program in General

1. The Agency will maintain the standards which make it eligible for approval as a clinical/internship area for instruction in an accredited health sciences and human services program.
2. The Agency staff may participate in the educational program on request of the College instructor. This may be resource persons, clinical experts, or assisting in the planning and implementation of aspects of clinical/internship education. Such participation will be voluntary and shall not interfere with assigned Agency duties.
3. The Agency will designate a staff member who will function as Educational Coordinator for health sciences and human services education uses of the Agency facilities, including joint planning with representatives of all involved health sciences and human services programs.
4. The Agency will permit the faculty and students of the College to use its patient/client care and service facilities for clinical/internship education according to the approved curricula.

B.

For Services and Facilities

1. The Agency will permit the educational use of such supplies and equipment as are commonly available for patient/client care.
2. The Agency will permit use of the following facilities and services by College health services and human services students and faculty at such times and to the degrees considered feasible by the Agency:
 - a. Parking areas.
 - b. Locker, storage and dressing facilities.
 - c. Same food services as are available to Agency staff.
 - d. First aid treatment with written consent required for minors.
 - e. Classroom and conference room space.
 - f. Office and/or desk space for health sciences and human services faculty.
 - g. Equipment demonstration areas.
 - h. Access to sources of information for educational purposes, such as:
 - (1) Charts, nursing station references, Kardex files.
 - (2) Procedure guides, policy manuals.
 - (3) Medical dictionaries, pharmacology references.
 - (4) Books and periodicals in the Medical Library.

C.

For Control of College Personnel

The Agency may refuse access to its clinical/internship areas to health sciences and human services students or College faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior, pending investigation and resolution of the matter by the Agency and the College.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

Publication by College faculty or Agency staff members of any material relative to their clinical/internship experience, that has not been approved for release by the College and Agency signers of this agreement, is prohibited.

PART V. STATUS OF HEALTH SCIENCES AND HUMAN SERVICES STUDENTS

- A. Health sciences and human services students shall have the status of learners and shall not be considered to be Agency employees, nor shall they replace Agency staff. Clinical/internship experience will be conducted as a laboratory learning experience.
- B. Health sciences and human services students are subject to the authority, policies and regulations of the College. They are also subject, during clinical/internship assignments, to applicable Agency regulations and must conform to the same standards as are set for Agency employees in matters relating to the welfare of patients/clients and general Agency operation.
- C. No student under the influence of drugs, alcohol, or other chemicals will be allowed presence or practice in any clinical/internship setting. Any student who, in the opinion of the instructor, is judged unsafe according to the above regulation shall be excluded from the clinical/internship setting. Such exclusion from instruction shall be made in the presence of a suitable witness (any licensed/certificated personnel). The student will be directed by the instructor to report to the Dean of the Division of Health Sciences, Human Services and Emeritus Institute, who will refer the matter to the Saddleback College Vice President of Student Services, for investigation pursuant to College regulations. At the completion of the investigation, a student found to have violated the above regulations may be disqualified from the program.

PART VI. PERIOD OF AGREEMENT

This agreement shall be effective as of the date signed, and shall continue in effect until terminated by written notice of either party. The said termination shall become effective only at the close of an academic year, but not before six months after receipt of said notice, except that this agreement may be terminated at anytime upon written mutual consent by the College and the Agency.

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN OPTION INC.

District

Agency

Gary Poertner

By: Gary Poertner
Deputy Chancellor

By:

Kathleen Winston

Reviewed by:
Kathleen Winston, Dean
Division of Health Sciences,
Human Services and Emeritus Institute

Title:

11/15/04

Date

Date

INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

This Agreement is made and entered into this 25nd day of October, 2004 between:
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, California 92692-3635
Telephone (949) 582-4664
Requisition #

hereinafter called DISTRICT, and
(Name of Consultant): Don Eisentraut
(Street Address): 56782 Moffett Lane
(City, State, Zip Code): Yucca Valley, Ca 92284
(Telephone #): 760-228-5856

hereinafter called CONSULTANT.
WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an independent contractor specially trained to perform special services required; and
WHEREAS, the CONSULTANT is specially trained and experienced and competent to perform the special consultant services pursuant to this agreement.

The parties agree as follows:

1. The period of this Agreement shall be from 11/1/04 to 11/23/04, inclusive. The DISTRICT shall have the discretion to terminate this contract by providing CONSULTANT 5 days prior written notice.
2. The CONSULTANT shall, at times and places designated by it and acceptable to the DISTRICT perform the following services:
For Production services((sound Tech)

3. The DISTRICT shall pay the CONSULTANT \$ _____ an hour, not to exceed \$1000.00 for services specified above, plus DISTRICT shall reimburse the following expenses (\$0) not to exceed \$0.00 in accordance with the South Orange County Community College District guidelines. The total contract amount is \$1000.00. Upon completion of the services provided for hereof and upon a signed invoice acceptable to the DISTRICT and approved by Don Low/Dennis White, payment will be made.
4. The DISTRICT shall not be liable to the CONSULTANT for personal injury or property damage sustained by him/her in the performance of this contract, whether caused by himself/herself, the DISTRICT, its officers, agents or employees, or by any third party. CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
5. While performing service hereunder, the CONSULTANT is an independent contractor and not an officer, agent or employee of the South Orange County Community College District inclusive of Saddleback College and Irvine Valley College.
6. Neither party shall assign this Agreement or any part thereof without the written consent of the other party.

WITNESS the parties hereto the day and year first above written:

Consultant
Signature: [Signature]

South Orange County Community College District
Signature: [Signature]

By: DON EISENTRAUT
Title: Consultant

By: Gary Poertner
Title: Deputy Chancellor

Date: [Signature]
Contact Person: Don Eisentraut 760-228-5856

Date: 10/25/04
College Contact Person: Ron Ellison 949-451-5303

AB05-00111

INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

This Agreement is made and entered into this 25TH day of October, 2004 between:
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, California 92692-3635
Telephone (949) 582-4664
Requisition #

hereinafter called DISTRICT, and
(Name of Consultant): **Paul Burt**
(Street Address): **5082 Dutcher Ave**
(City, State, Zip Code): **IRVINE, CA 92602**
(Telephone #): **949-466-4556**


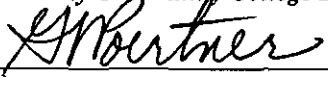
hereinafter called CONSULTANT.
WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an independent contractor specially trained to perform special services required; and
WHEREAS, the CONSULTANT is specially trained and experienced and competent to perform the special consultant services pursuant to this agreement.

The parties agree as follows:

1. The period of this Agreement shall be from **11/1/04** to **11/23/04**, inclusive. The DISTRICT shall have the discretion to terminate this contract by providing CONSULTANT **5** days prior written notice.
2. The CONSULTANT shall, at times and places designated by it and acceptable to the DISTRICT perform the following services:
For Production services(Tech Work)

3. The DISTRICT shall pay the CONSULTANT \$ _____ an hour, not to exceed **\$500.00** for services specified above, plus DISTRICT shall reimburse the following expenses (\$0) not to exceed **\$0.00** in accordance with the South Orange County Community College District guidelines. The total contract amount is \$500.00. Upon completion of the services provided for hereof and upon a signed invoice acceptable to the DISTRICT and approved by **Don Low/Dennis White**, payment will be made.
4. The DISTRICT shall not be liable to the CONSULTANT for personal injury or property damage sustained by him/her in the performance of this contract, whether caused by himself/herself, the DISTRICT, its officers, agents or employees, or by any third party. CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
5. While performing service hereunder, the CONSULTANT is an independent contractor and not an officer, agent or employee of the South Orange County Community College District inclusive of Saddleback College and Irvine Valley College.
6. Neither party shall assign this Agreement or any part thereof without the written consent of the other party.

WITNESS the parties hereto the day and year first above written:

Consultant		South Orange County Community College District	
Signature:		Signature:	
By: <u>Paul Burt.</u>		By: Gary Poertner	
Title: Consultant		Title: Deputy Chancellor	
Date: <u>10/24/04</u>		Date: <u>11-4-04</u>	
Contact Person: Paul Burt 949-466-4556		College Contact Person: Ron Ellison 949-451-5303	

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM: 27
FROM:	CHANCELLOR	DATE: 12/13/04
SUBJECT:	SOCCCD: ADVANCED TECHNOLOGY AND EDUCATION PARK APPRAISAL	
REASON FOR BOARD CONSIDERATION:	INFORMATION	

BACKGROUND

In April 2004, the District officially received conveyance from the City of Tustin of 68 acres at the decommissioned Marine Corps Air Station in Tustin. The conveyance consists of approximately 38 acres of land donated fee simple and approximately 30 acres subject to a 46-year operating lease. The land will house the Advanced Technology and Education Park (ATEP), a collaborative effort of both colleges to expand their high technology courses and programs. In order to reflect the value of the land on the District Audit for the period ending June 30, 2004, a formal appraisal was prepared by Gary L. Vogt and Associates, a Real Estate Appraiser and Consultant.

STATUS

The appraisal values the property, as of October 1, 2004, at Sixty Million One Hundred Thousand and no/100 Dollars (\$60,100,000.00). The value estimate is allocated as follows:

Fee Simple Parcel (Approx. 37.66 acres)	\$33,000,000.00
Leasehold Parcel (Approx 30.71 acres)	27,100,000.00

The summary report is attached as EXHIBIT A. The complete report is on file in the Deputy Chancellor's office.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote :

GARY L. VOGT AND ASSOCIATES
REAL ESTATE APPRAISERS AND CONSULTANTS
33191 PASEO BLANCO
SAN JUAN CAPISTRANO, CA 92675

TELEPHONE: (949) 489-8029
FACSIMILE: (949) 489-8028
E-MAIL: glvogt@cox.net

GARY L. VOGT, MAI
MEMBER, APPRAISAL INSTITUTE
CERTIFIED GENERAL NO. AG007272

November 8, 2004

Ms. Katie Slavin
Director of Business Services
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635

RE: ±68.37 Acres of Land
ATEP Campus Site
Tustin, California

Dear Ms. Slavin:

In accordance with your request and Purchase Order No. P05-01543, I have examined the above-referenced property which comprises ±68.37 acres of land located at the former MCAS Tustin military base for the purpose of estimating its current market value. The appraised property consists of ±37.66 acres owned in fee simple estate and ±30.71 contiguous acres subject to a long-term ground lease.

As a result of my investigation and analysis, I have concluded that the "as is" market value of the combined property was \$60,100,000 as of October 1, 2004.

SIXTY MILLION ONE HUNDRED THOUSAND DOLLARS
\$60,100,000

At your request, the above value estimate may be allocated as follows:

<u>Fee Simple Parcel (±37.66 acres):</u>	\$33,000,000
<u>Leasehold Parcel (±30.71 acres):</u>	\$27,100,000


For purposes of this valuation, the combined parcels are valued as a single entity and the leasehold interest in the ±30.71 acre segment is considered tantamount to a fee simple estate. It is my understanding, and an assumption of this appraisal, that the ground lease is intended as a temporary ownership arrangement to allow the Department of the Navy time to complete the required environmental cleanup of that portion of the property in accordance with Federal guidelines for military base closures. In the interim, the District essentially has full use of the surface of the entire property. It is assumed that fee simple title to the Leasehold Parcel will be transferred to South Orange County Community College District in a timely manner and without monetary consideration at such time as the Navy's environmental cleanup obligations are satisfied.

The value estimates are based upon permitted land uses in Planning Area 1-A of the MCAS Tustin Specific Plan / Reuse Plan and assume that the required backbone street, utility, and drainage infrastructure will be made available to the perimeter of the site in a timely manner and at no cost to the property owner.

Ms. Katie Slavin
November 8, 2004
Page two

Your attention is invited to the accompanying Summary Appraisal report which sets forth certain descriptions, photographs, exhibits, market data, calculations, analyses, assumptions, and limiting conditions from which, in part, the value conclusions were derived. In particular, your attention is directed to the Special Assumptions and Limiting Conditions set out on page four of the appraisal report.

Respectfully Submitted:



Gary L. Vogt, MAI
Certified General Appraiser
CA No. AG007272

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	28
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	SOCCCD: PROMENADE APARTMENTS: AMENDMENT TO AGREEMENT FOR JOINT USE AND OCCUPANCY OF SCHOOL PROPERTY AND GROUND LEASE		
REASON FOR BOARD CONSIDERATION:	INFORMATION		

BACKGROUND

In July 2004, the Board approved the assignment to MG Promenade Apartments of South Orange County Community College District's Agreement for Joint Use and Occupancy of School Property and Ground Lease for the Hillpointe/Promenade Apartments.

STATUS

MG Promenade Apartments has proposed an amendment to the Agreement (EXHIBIT A) to provide a change in the payment schedule to allow them the option of making 12 monthly installment payments rather than one annual payment. The amendment includes payment of an additional 5% interest by the Lessee if it exercises the option to make installment payments. The amendment sets forth a commencement date of May 15, 2005; on that date and on each May 15 after that date, Lessee will *either* pay the full annual rental payment *or* begin the monthly installment payments for that year with installment payments due on the 15th day of each month for the remainder of that year.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO: BOARD OF TRUSTEES	ITEM: 29
FROM: CHANCELLOR	DATE: 12/13/04
SUBJECT: BOARD REPORT: STUDENT ENROLLMENT & FEE TRENDS	
REASON FOR BOARD CONSIDERATION: INFORMATION	

BACKGROUND

At the November 16, 2004 board meeting, members of the Board of Trustees requested a report on Student Enrollment and Fee Trends at SOCCCD, Orange County Community Colleges, and the State Community Colleges.

STATUS

The requested board report on Student Enrollment and Fee Trends (Exhibit A) was coordinated by the Vice Chancellor of Educational Services, and prepared by Scott Simpson, Director, Research and Planning, and Allan MacDougall, Director, Information Technology.

These reports are intended to answer the questions of the SOCCCD Board of Trustees. In the event additional information would be useful or desired by the board, supplemental information will be provided.

Item Submitted by:	<u>Dr. Thomas F. Anderson, Vice Chancellor, Educational Services</u>
Item Reviewed by:	<u>Dr. Raghu P. Mathur, Chancellor</u>
Final Disposition:	_____ Vote _____

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENT
ENROLLMENT
AND FEE TRENDS

A REPORT TO THE SOCCCD
BOARD OF TRUSTEES

DECEMBER, 2004

SOCCCD
RESEARCH AND PLANNING
PREPARED BY
SCOTT SIMPSON

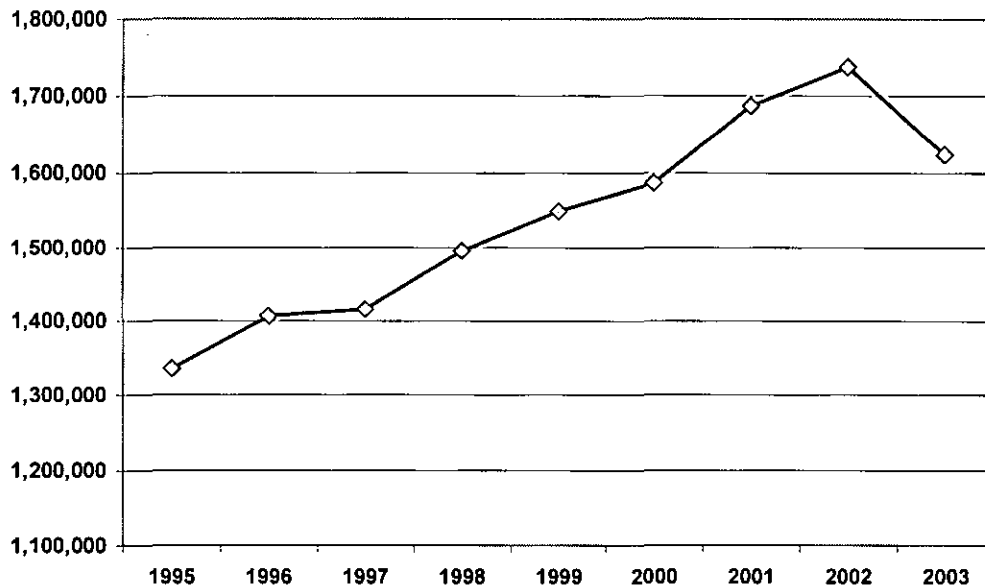
STUDENT ENROLLMENT AND FEE TRENDS

A REPORT TO THE SOCCCD BOARD OF TRUSTEES

I. TRENDS IN CALIFORNIA COMMUNITY COLLEGE ENROLLMENT AND FEES

California Community College enrollment has increased steadily since the mid-nineteen nineties. This ten-year period of growth emerged from the economic setbacks faced by California in the early nineteen-nineties. By 2002, however, enrollment at California Community Colleges declined sharply. Figure 1 shows California Community College enrollments in fall terms from 1995 through 2003.

*Figure 1.
California Community College Enrollments
1995-2003 (Fall Terms)*



CHANGES IN STUDENT FEES

The recent reversal in enrollment occurred at a time when California Community College student fees rose from eleven dollars per unit to eighteen dollars per unit. Table 1 summarizes levels of student fees since 1992.

Table 1.
Student Fees in California Community Colleges
1992-2004

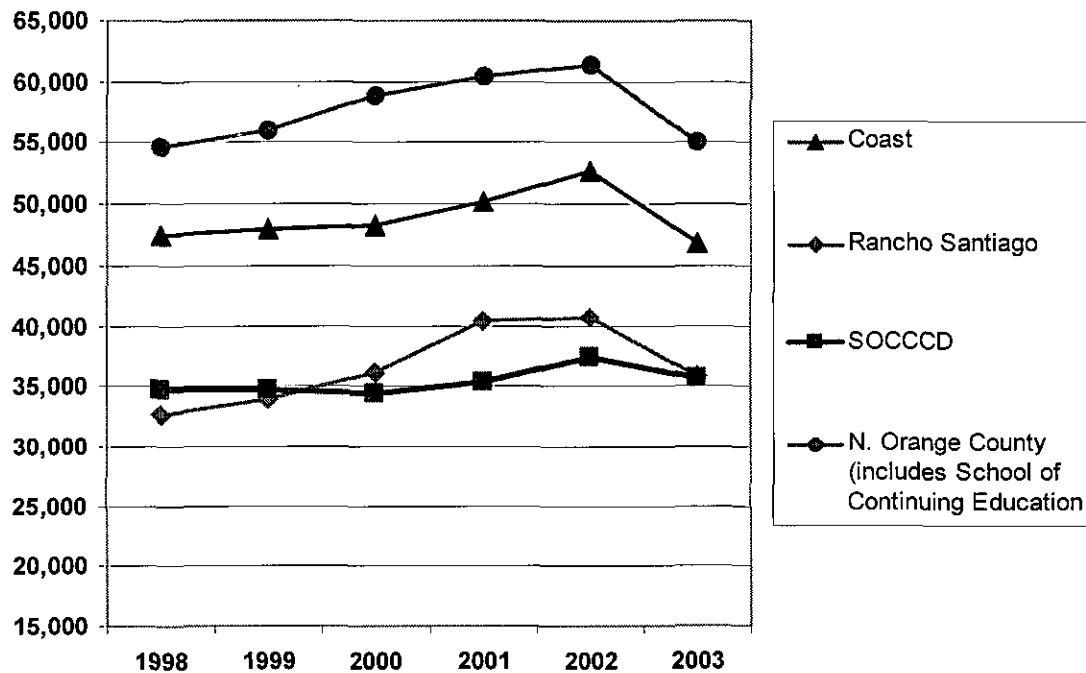
1992 (Effective January 1)	▪ Raised from \$6 to \$10
1993	▪ Raised from \$10 to \$13 ▪ Fees for those in community college with a BA/BS degree: raised to \$50 per unit.
1998 (Effective Fall)	▪ Reduced from \$13 to \$12
2001 (Effective Fall)	▪ Reduced from \$12 to \$11
2003 (Effective Fall)	▪ Raised from \$11 to \$18
2004 (Effective Fall)	▪ Raised from \$18 to \$26

II. ENROLLMENT TRENDS IN STATE, COUNTY AND DISTRICT COMMUNITY COLLEGES

CHANGES IN STUDENT ENROLLMENTS

Figure 2 shows head count enrollment figures for the four Orange County Community College Districts in Fall terms from 1998 through 2004. The drop from Fall 2002 enrollment levels has to some extent lessened in the past year.

*Figure 2.
Orange County Community College Enrollments
1998-2003 (Fall Terms)*



One difficulty in comparing head count enrollment is the lack of standard data. There are no "official" headcount enrollment data maintained in state-wide records. Table 2 expands on the trends in Figure 2 but are based on interviews of college representatives. It appears however that some of the recent declines in enrollment have stabilized and improved.

Table 2.
Community College Survey of Current Head count Enrollment

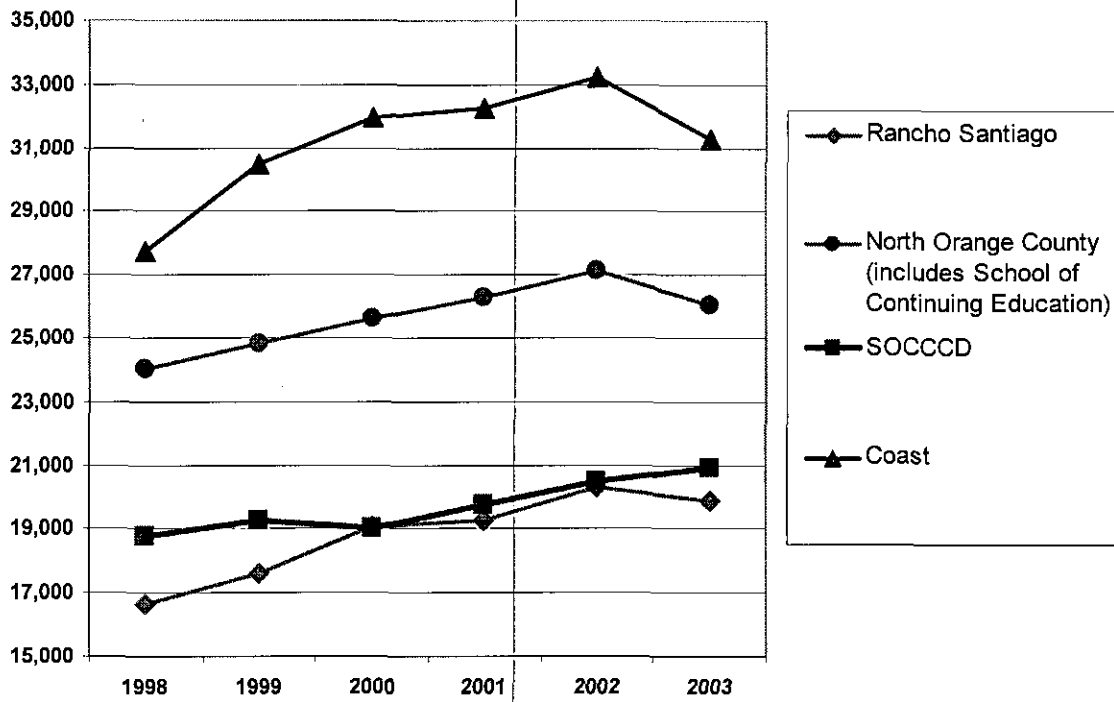
	Fall 2003	Fall 2004	% Diff
Coast Community College District			
Coastline	12,171	12,382	1.7%
Golden West	14,516	14,929	2.8%
Orange Coast	24,845	25,805	3.9%
Total	51,532	53,116	3.1%
North Orange County Community College District			
Cypress	12,929	13,207	2.2%
Fullerton	19,189	19,762	3.0%
Total	32,118	32,969	2.6%
Rancho Santiago Community College District			
Santa Ana	34,929	38,540	10.3%
Santiago Canyon	13,680	16,358	19.6%
Total	48,609	54,898	12.9%
South Orange County Community College District			
Irvine Valley	13,205	12,482	-5.5%
Saddleback	24,798	24,268	-2.1%
Total	38,003	36,750	-3.3%

FULL TIME EQUIVALENT STUDENTS

Enrollment activity at the four Orange County Community College districts can also be viewed from the perspective of FTES. Figure 3 shows actual credit FTES reported by

colleges between Fall 1996 and Fall 2003 (Fall 2004 "320" report figures are not yet available).

Figure 3.
Orange County Community College FTES
1996-2003 (Fall Terms)



SOUTH ORANGE COUNTY COMMUNITY COLLEGE ENROLLMENT

Figure 5.
South Orange County Community College Enrollment
1995-2004 (Fall Terms)

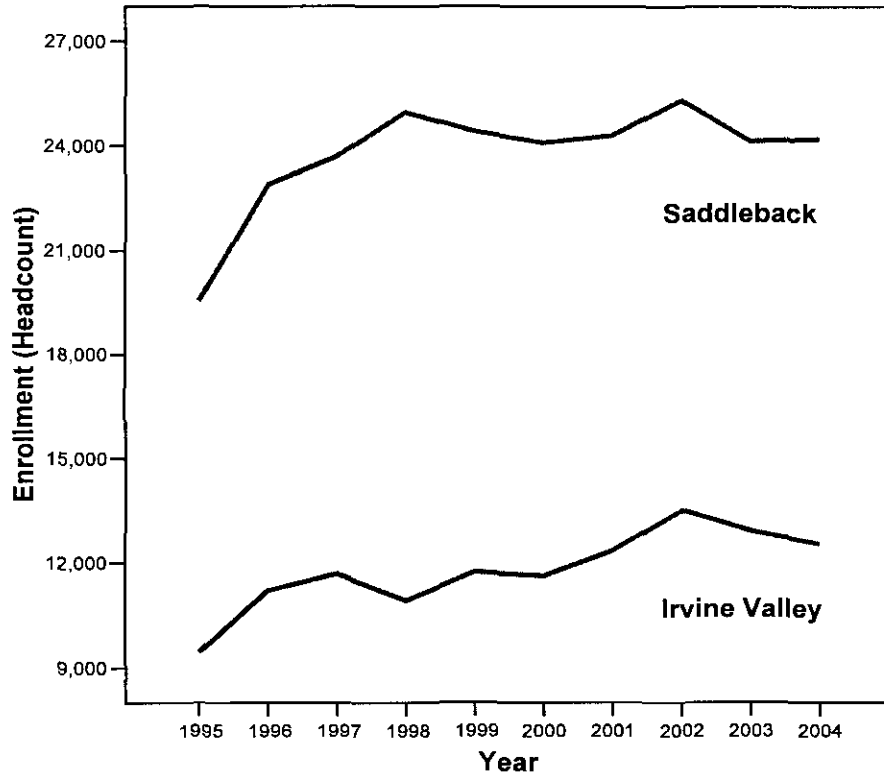


Figure 6 zooms into head-count enrollment at Irvine Valley and Saddleback Colleges by examining Fall and Spring term enrollments from Fall 1995 to Fall 2004.

Figure 6.
South Orange County Community College Enrollment
1995-2004 (Fall Terms)

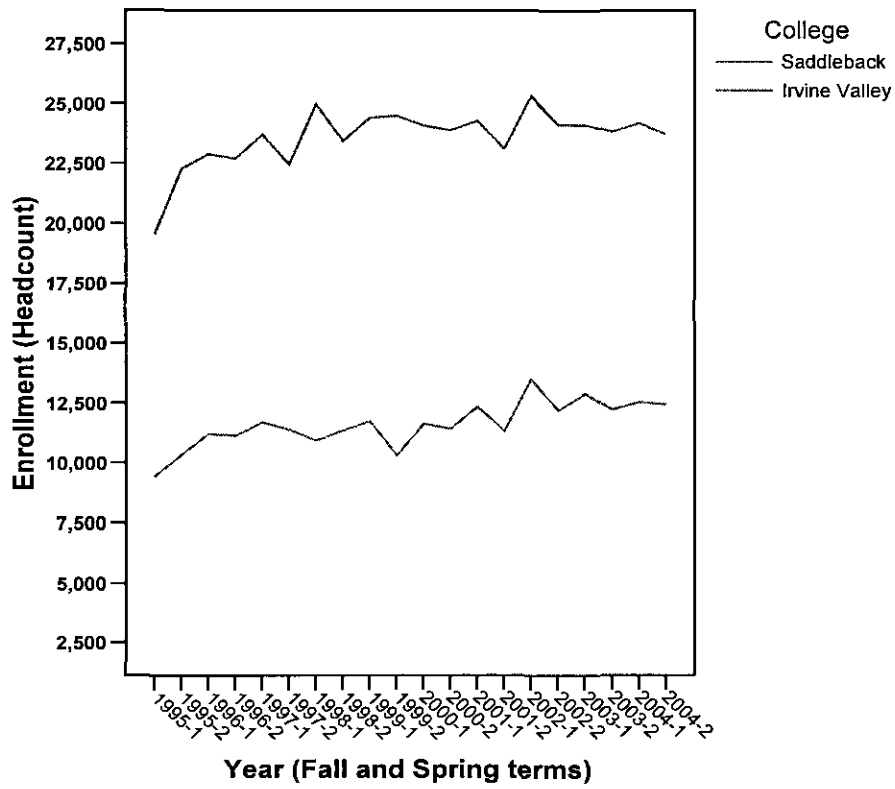
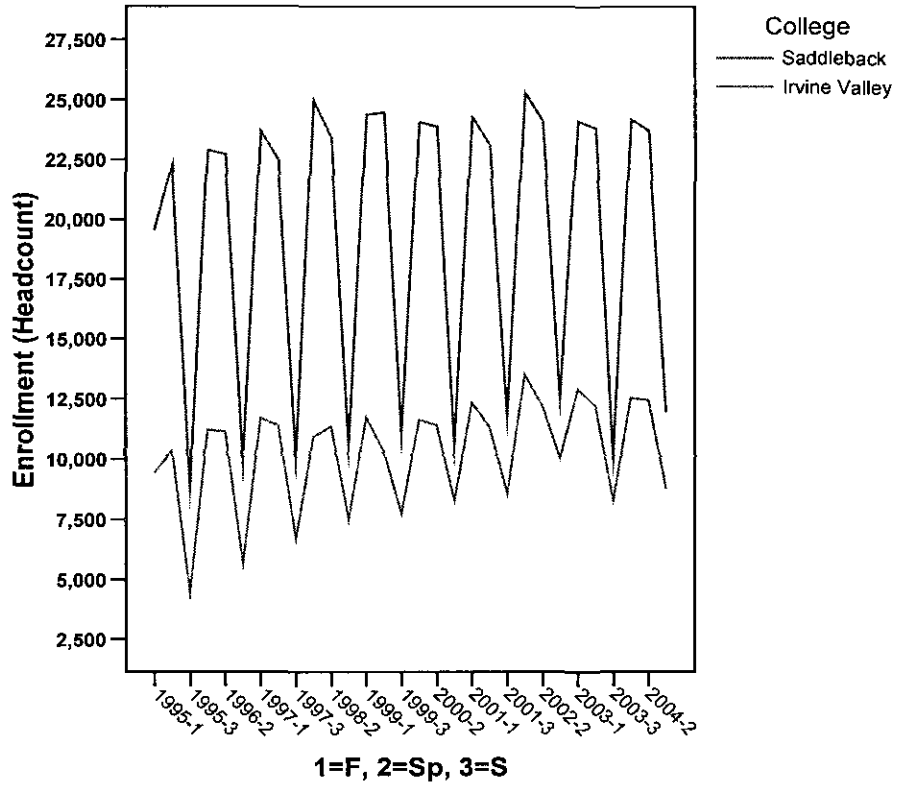


Figure 7 shows the complete enrollment variation through Fall, Spring and Summer terms at Irvine Valley and Saddleback Colleges from Fall 1995 to Fall 2004.

Figure 7.
South Orange County Community College Enrollment
1995-2004 (Fall Terms)



ENROLLMENT BY GENDER

At the suggestion of the Board of Trustees, the enrollment by gender is shown for Saddleback College and Irvine Valley College in Tables 3 and 4 respectively. The tables show the percentage of males and females within a given year¹. At Saddleback College in the Fall term of 1998 just over 38% of enrolled students were male. The percentage increased to 39.5% in 2004. The trend is in the opposite direction at Irvine Valley College. The percentage of female students has increased significantly over the six-year period.

*Table 3
Saddleback College Student Population
Gender
1998 – 2004 (Fall Terms)*

% within CalendarYear	Year (Fall Terms)						
	1998	1999	2000	2001	2002	2003	2004
Male	38.3%	39.5%	39.5%	39.7%	40.5%	39.3%	39.5%
Female	61.7%	60.5%	60.5%	60.3%	59.5%	60.7%	60.5%

*Table 4
Irvine Valley College Student Population
Gender
1998 – 2004 (Fall Terms)*

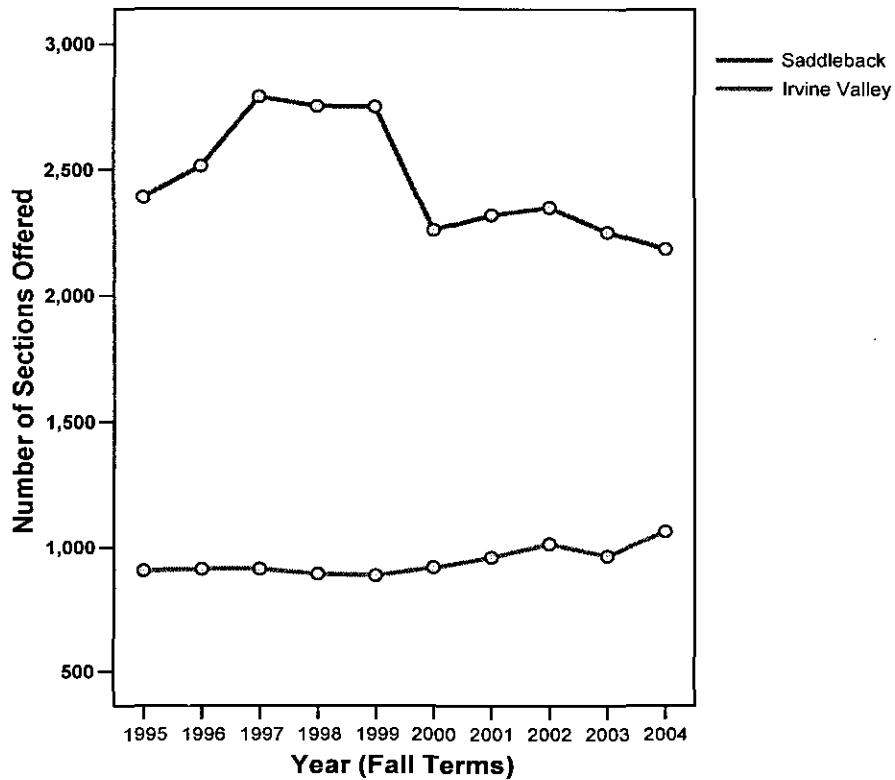
% within CalendarYear	Year (Fall Terms)						
	1998	1999	2000	2001	2002	2003	2004
Male	43.1%	40.8%	42.4%	40.5%	40.1%	39.9%	39.1%
Female	56.9%	59.2%	57.6%	59.5%	59.9%	60.1%	60.9%

¹ Tables 3 and 4 omit a small percentage of students who did not report gender.

NUMBER OF COURSE SECTIONS OFFERED

A final enrollment related issue – the number of course sections offered – is illustrated in Figure 8. The graph shows changes in the *total* number of sections offered at each college as reported in the SOCCCD district Management Information System. The counts include Emeritus, independent study, tutoring and specialized program sections.

Figure 8.
Course Sections Offered at Saddleback and Irvine Valley Colleges
1995-2004 (Fall Terms)



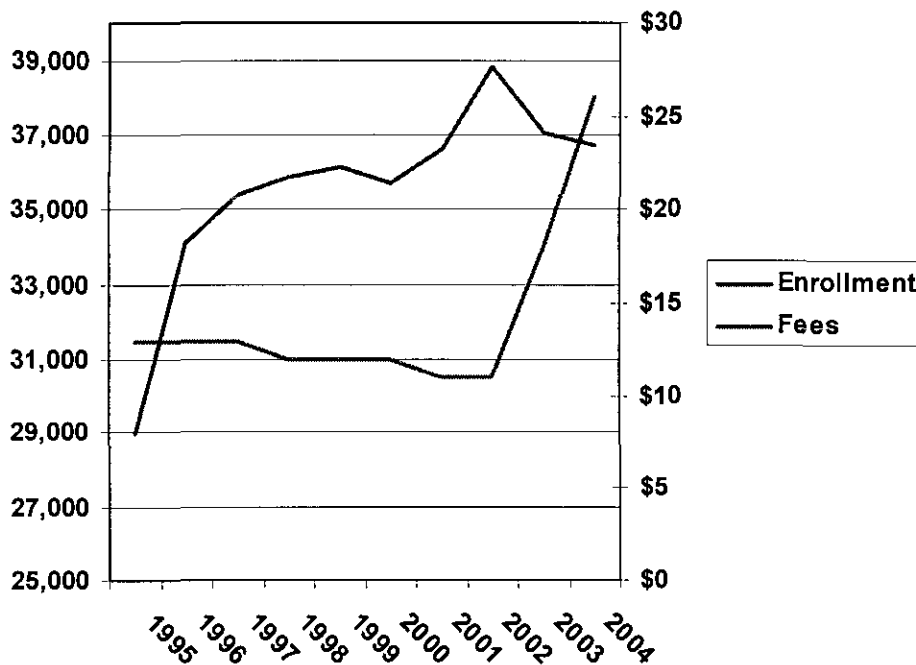
III. ECONOMIC CONSIDERATIONS

Figure 8 gives a **coarse** view of the relationship between the combined enrollments at Irvine Valley and Saddleback Colleges and concomitant changes in student fees. The left-hand scale of the chart marks the head-count enrollment figures shown in the uppermost line. The changes in fees are ruled by the dollar scale on the right axis and are illustrated in the lower line.

The chart shows, to some extent, that increases in fees mirror decreases in enrollments and *vice versa* (i.e., the decreased fee levels assessed between the years 2000 and 2002 occurred in a period of strong enrollment growth, while the recent jump in fees was off-set by the enrollment decline beginning in 2002).

Figure 8 is intended only as a rough guide to a relationship between student enrollment and fees. This chart is *not* intended to convey a causal relationship between fees and enrollments.

Figure 8.
*South Orange County Community College Enrollment
1995-2004 (Fall Terms)*



IV. COLLEGE ENROLLMENT MANAGEMENT

PLANS AND UPDATES

The following enrollment management plans, recommendations and updates were provided for inclusion in this report by the Presidents of Irvine Valley and Saddleback Colleges

IRVINE VALLEY COLLEGE

GOALS AND ACTIONS TAKEN:

Marketing

- Create a consistent message on the marquee and flyers, and in newspaper and TV ads, by using the same student photos, graphics and colors. *50% completed.*
- Create a “footer” in the Spring Schedule, urging students to check the website for newly added classes. *100% completed.*
- Develop a recruitment poster/flyer for area high schools. *100% completed*
- Under the Academics tab on the website, create a page that lists academic degrees and certificates. *100% completed.*
- Add campus location map to the back cover of Spring Schedule. *100% completed.*
- Add prominent notice on IVC home page about Second 8 Week Classes. *100% completed.*
- Add new language about financial aid to Channel 33 ads. “Financial aid is available to those who qualify.” *100% completed.*
- Put ads back into the Spring Schedule. *100% completed*

Scheduling

- Identify classes with early closures. Offer shadow classes. *25% completed.*
- Analyze the schedule in terms of when classes are offered (i.e., morning, afternoon, evening). Make adjustments. *25% completed.*
- Increase productivity: cancel undersubscribed classes, have faculty teach low enrolled classes on “contract” rather than overload, reduce number of multiple section classes if warranted. *25% completed.*
- Analyze Large Lecture classes for student retention and student success. Discovered notably low retention and success rates in lower level math classes. Math department now investigating. *50% completed.*
- Examine room utilization in terms of which courses are best suited for each room. Summer room assignments *completed.*
- Review distance learning courses in terms of enrollment caps. Correct inequities. *100% completed.*
- Adopt Roquemore model for OSH allocation. *25% completed*
- Analyze certificates earned last year. Review course offerings and enrollments in light of actual certificates earned. *50% completed.*
- Review current enrollment (fall); identify low enrolled classes; plan fall 2005 according to data collected. *25% completed.*
- Increase second 8 week class offerings. *100% completed*

Recruitment

- Increase outreach to area high schools. *100% completed.*
- Institute an annual Career/Open House. *100% completed.*
- Refresh technology in all classrooms. *100% completed.*
- Replace damaged desks, chairs, white boards with new furniture. *100% completed.*

Literature Review and Member Training

- Review current literature on student retention
 - Studying Community College Retention: student characteristics and reasons for withdrawal (iJournal, issue No. 7, March 2004). Summary:
 - Offer more flexible class schedules
 - Make financial aid information more available
 - Strengthen academic counseling service
 - Monitor academic performance
 - Follow-up with withdrawn students
- Attend scheduling software workshops. *50% completed*
- Attend District IT workshops on LIS data for scheduling purposes. *100% completed.*

RECOMMENDATIONS:

Marketing

- Create an invitational flyer for staff and faculty, inviting them to take a class.
- Use IVC 2003-2004 accomplishments to highlight campus successes in the Schedule.
- Create a Marketing Advisory Committee to oversee all marketing efforts.

Scheduling

- Reward Schools with high productivity with additional OSH.
- Identify classes with early closures. Offer shadow classes.
- Increase productivity by canceling undersubscribed classes, having faculty teach low enrolled classes on “contract” rather than overload, and by reducing the number of multiple section classes if warranted.
- Eliminate Large Lecture for lower level math courses.
- Offer sequenced courses on alternate semesters if consistently low enrolled.
- Reward faculty who have high retention rates, by offering “first choice”, etc.
- Schedule summer classes according to feeder schools’ schedules.
- Adopt Roquemore model of course scheduling and OSH allocation.
- Identify “protected” courses. Develop objective rationales for protection.
- Study Certificate viability. Study current market demands. Discontinue non-producing certificate programs and add new ones.
- Use area high schools for science lab courses.

Matriculation

- Create online assessments for Math, English, and Reading.
- Do assessments in the area high schools.

SADDLEBACK COLLEGE

ENROLLMENT STRATEGIES

1. In the fall 2004 Schedule of Classes there were additional “ghost” sections of classes which were scheduled but not open for enrollment at the beginning of registration. These additional classes were then opened when student enrollment demands warranted the additional sections.
2. Newspaper advertisements were increased to include the O.C. Register “throwaway” editions that are delivered to most homes in southern Orange County. The number of copies would exceed the total number of subscriptions for both the L.A. Times and the O.C. Register. In addition, the usual number of newspaper and magazine advertisement were published.
3. Special late starting classes were advertised by placing a gift card on automobile windshields for the fall 2004 semester. The gift was a free drink with purchase in the S.C. Cafeteria.
4. Cox Cable ran special 30-45 second advertisements for classes at various times on their local TV channels.
5. Family Night for high school juniors and seniors was held on November 17th. Hundreds of families attended to hear S.C. graduates and current Associated Student Government representatives speak about the importance of attending S.C. All Divisions had tables stocked with materials and Student Ambassadors, Senior Staff, Division Deans, faculty and staff representatives were available for information.
6. An on campus Senior Day is planned for March to bring high school seniors to campus for information about Saddleback. Divisions will have tables and representatives to provide information and food will be served. We expect hundreds of seniors to attend.
7. The spring 2005 Schedule of Classes will be mailed to all homes in southern Orange County and well as selected zip codes in northern Orange County.
8. Trained Student ambassadors regularly visit local high schools to provide information about Saddleback College.
9. Saddleback College advertises in foreign journals to provide information for student interest and registration information.

10. Our College website is constantly being updated to provide registration information and financial aid information for students. This information is also listed on our three large marquees located at the College entrances.
11. Channel 39 and KSBR run continuous advertisements about enrollment and class offerings.
12. EOPS has an active recruitment and enrollment calendar which is shown in the attached exhibit (A)
13. Director of Enrollment Services, Jane Rosenkrans, is on the board of the Consortium (75 local colleges and universities) of Southern California Colleges, (CSCCU); and co-chair of the Orange County Regional Chapter. In that capacity she helps organize educational fairs promoting enrollment at Saddleback College and four year universities. Saddleback College is also promoted and marketed through the CSCCU web site and annual printed directory.
14. Mathematics Chair and Professor Jeanne Smith evaluated the mathematics curricula of local Capistrano and Saddleback Unified School Districts and Santa Margarita Catholic High School resulting in seamless articulation for students from their last high school math class to the Saddleback college mathematics department courses.
15. 186 student's records were evaluated for the successful completion of coursework and awarded an Associate Degree for the summer of 2004.
16. To help retain and assist educationally and financially disadvantaged students, Saddleback College ASG adopted 25 EOPS/CARE families and provided each with a full turkey dinner as well as grocery store certificates. In addition ASG is coordinating the EOPS/CARE, Toys for Tots program which will provide the children of 125 students in need, with holiday goodies and toys.
17. International Education office is working on a plan to both improve the transfer, certificate and AA degree earning rate and increase the number of International Students attending SC. Free and very low cost web advertisements and an improved web page make accessibility to foreign students much easier. Also, as a part of the plan an agreement has been reached with the Society for Testing English Proficiency Incorporated (STEP), a widely recognized and well used organization that provides English testing for foreign students here and abroad. To assist students in meeting SC admissions requirements for international students, this proficiency test, matriculation placement tests and/or appropriate scores on the TOEFL will be accepted beginning spring 2005.

18. Special Services High Tech Center for students with disabilities has received six Victor Talking Book Units and ten Talking Book Compact disks which are used to enable hearing impaired, learning disabled and/or blind students to hear the words in their college textbooks.
19. Special Services staff was selected by the State Chancellors office for special training in the "Daisy" technology for new audio textbooks, which resulted in the college receiving free software to scan textbook copies and enabled students to access the text through the use of earphones or a compact disk.
20. Efforts to encourage students to use the efficient on line registration option resulted in 73% of students registering to go "on-line", reducing the in-person registration to only 8% and telephone registration to 19 %. This reduction resulted in providing more time for students who needed special attention, while insuring that classes were filled to capacity.
21. An inviting Student Services Calendar, (exhibit B) debuted last semester, is the gift to all students attending their orientation and assessment session, visiting any of the Student Services offices, or going for a counseling appointment. The calendar provides key dates for registration, scholarship applications and special events.
22. A beautifully laid out and accessible resource, the SC Student Handbook, is edited each year by Faculty/Counselors Gary Stakan and Maryam Azary. The Student Handbook is a comprehensive guide to SC for new and continuing students. (Exhibit C)
23. Student Services Center 225 was remodeled to accommodate ongoing student assessments, orientations and department meetings. Matriculation staff will be moving to to new adjacent offices soon.
24. Eight hundred and eighty-eight high school students completed the matriculation Early Bird Program for fall registration. This was an increase from the 600 students averaged in the past.
25. Financial Assistance office utilized special Board Financial Assistance Program Funds to send direct mailings encouraging students to come to SC and apply for Financial Assistance to zip codes that included HUD housing and rental homes in San Clemente and San Juan Capistrano. This effort along with the outreach of the SC Student Ambassadors and the counseling and matriculation office has resulted in an increase in 8% of students qualifying for fee waivers and financial assistance.

26. 2003-2004 statistics revealed that 85% of the SC EOPS/CARE/Calworks students were retained and persisted to their next semester. Also 98 students were named to the Dean's list, 15 students achieved the President's Honor list (4.0 GPA), 61 students were accepted to four-year universities and 45 students received associate degrees and completed certificate programs.
27. Priority registration allows athletes to enroll in classes necessary for NCAA transfer requirements. Athletes enroll full time (12 units) and have five years of eligibility to compete for our years. They must also complete 40% of their degree by the end of their sophomore year, 60% by the end of their junior year and 80% of their degree by the end of their senior year. Over 400 student athletes successfully completed these rigorous NCAA and COA rules and requirements last year while actively playing on one or more of SC teams.
28. 70 student athletes attended a transfer workshop in October. The next workshop is scheduled for Spring 05.
29. All student athletes have a student educational plan completed prior to the end of their first season of sport. Plans are updated as needed to insure matriculation through SC to the four-year college or vocational training of their choice.
30. 30. Research proves that students who are affiliated with ASG and campus clubs are more likely to maintain higher GPA and persist to reach their stated educational goals. Approximately 40 students are in ASG as senators and executive cabinet members. 100 or more students are members of 30 campus clubs. The Interclub Council regularly meets with the club representatives. The ASG Senators and Executive Cabinet members meet weekly as well.
31. 31. The High School Transition Project for students with disabilities is planned for February. Approximately 125 seniors from local high school districts will attend an orientation to Special Services and Saddleback College on February 11th. Parent meetings are also scheduled for the evenings of February 15, 16 and 17.
32. 32. The Junior Athletic Wheelchair Sports Camp is scheduled for March 25, 26. This event will draw approximately 100 potential students from the local high school districts to participate in adapted athletic events at Saddleback College.
33. DSPS, EOPS, Transfer Center, Financial Aid, etc. developed a day planner and calendar which is given to new and potential students. The planner contains information about each individual program and how to enroll or qualify as a Saddleback student.

34. The Special Services Department maintains a department web page that is updated each month. It includes both a student and a faculty handbook which describes the procedures related to enrollment, disability information and useful links to community and educational agencies. It can be easily found by clicking on the Saddleback home page access (wheelchair) symbol.
35. Our Special Services Newsletter will go out in December to over 1300 Special Services students, agencies and schools. It contains important dates and information regarding programs and services at Saddleback College.
36. The Child Development Center recruits parents who require child care to attend college by attending community events and informing students on campus about the center. Staff last attended the School Readiness Fair held in San Juan Capistrano.

EXHIBIT A (SEE ITEM 12 ABOVE)

SADDLEBACK COLLEGE

<i>Event Name</i>	<i>Date</i>	<i>Time</i>	<i>Location</i>	<i># Contacted</i>
ELAC Parent Meeting	04/16/04	N/A	Las Palmas Elemen.	30
EOPS/ Financial aid Presentation	04/22/04	N/A	Laguna Hills High School	45
Education Fair	04/25/04	N/A	Serra High School	120
CInco de Mayo Celebration	05/01/04	N/A	San Clemente	100+
Cinco de Mayo Celebration	05/02/04	N/A	San Juan Capistrano	100+
Informational Presentation	05/17/04	11:30AM	Mission Viejo High School	45
Informational Presentation	06/01/04	8:30AM	Dana Hills High School	45
Informational presentation	06/02/04	10:30AM	Aliso Niguel High School	29
Informational presentation	06/02/04	1PM	Laguna Hills High School	60
EOPS Classroom Presentation	06/08/04	9AM-12PM	Laguna Hills High School	35
Informational Presentation	06/12/04	10AM-3PM	Laguna Hills High School	45
Summer Nights	06/16/04	5PM	San Juan	100+

			Capistrano	
Summer Nights	07/21/04	5PM	San Juan Capistrano	100+
Summer Nights	08/18/04	5PM	San Juan Capistrano	100+
Summer Nights	09/15/04	5PM	San Juan Capistrano	100+
Health 3 Course	09/23/04	10:30AM	Saddleback College	30
College Night	10/11/04	7PM	Mission Viejo High School	100+
College Night	10/12/04	7PM	Foothill High School	100+
Migrant Ed. Parent Mtg.	10/13/04	7PM	San Juan Elem.	60
College Night	10/18/04	7PM	Laguna Hills	100+
Event Name	Date	Time	Location	Staff Attending
College Night	10/20/04	6PM	Northwood High School	100+
Annual Red Ribbon Job Fair.	10/20/04	9AM	Saddleback College	65
Saddleback College	10/26/04	11AM	Saddleback College	100+
College Fair	10/27/04	7PM	Costa Mesa Fair Grounds	100+
SCHEC Fair	10/28/04	9AM	Saddleback College	100+
Informational booth	10/01/04	11AM	Saddleback College	100+
Dolores Huerta Event	10/05/04	7PM	Saddleback College	65
Saddleback College Fam Night.	11/17/04	6PM	Saddleback College	100+
Migrant Ed	11/20/04	8AM	Serra High School	100+
Saddleback College Club Day.	11/23/04	10AM	SSC. Quad	100+
APSY 140 Class Presentation	11/23/04	9AM & 12PM	Saddleback College	60
Planned Events	Dec. & Spring 2005			
EOPS Winter Workshop	12/10/04	12 – 2 p.m	Saddleback College	125 students, family and guests

Kindercominata	3/2005	TBA	Saddleback College	500+ middle school students and school staff
3 rd Annual Latina Mother/Daughter Day	3/10/2005	4 – 6 p.m.	Saddleback College	150 students and their mothers

EXHIBIT B
SADDLEBACK COLLEGE
STUDENT FINANCIAL ASSISTANCE OFFICE
OUTREACH EVENTS
2004-2005

July 15 – 21, 2004 – National Association of Student Financial Aid Administrators Conference in Minnesota

August 3, 2004 – Nursing Presentation

August 18, 2004 – Summer Nights in San Juan Capistrano

August 23, 2004 – Financial Aid/Scholarships Workshop

August 24, 2004 – Financial Aid/Scholarships Workshop

August 25, 2004 – Financial Aid/Scholarships Workshop

August 26, 2004 – Financial Aid/Scholarships Workshop

August 27, 2004 – Financial Aid/Scholarships Workshop

August 30, 2004 – Financial Aid/Scholarships Workshop

August 31, 2004 – Financial Aid/Scholarships Workshop

September 1, 2004 – Financial Aid/Scholarships Workshop

September 2, 2004 – Financial Aid/Scholarships Workshop

September 14, 2004 – Financial Aid/Scholarships Workshop

September 15, 2004 – Financial Aid/Scholarships Workshop

September 21 and 22, 2004 – New Directors Meeting in Sacramento

October 5, 2004 – Dolores Huerta Presentation - 75 students served

October 7, 2004 – Applied Psychology Presentation

October 11, 2004 – Applied Psychology Presentation

October 13, 2004 – Applied Psychology Presentation – 17 students served

October 14, 2004 – San Juan Capistrano Night – 50 students served

October 18, 2004 – Financial Aid/Scholarships Workshop

October 19, 2004 – Financial Aid/Scholarships Workshop

October 27, 2004 – 1040 Workshop at Pitzer College

October 28, 2004 – Transfer Day

November 16, 2004 – Financial Aid/Scholarships Workshop

November 17, 2004 – Family Night – 200 students served

November 19, 2004 – California Community College Workshop

November 23, 2004 – College Club Day – 40 students served

November 29, 2004 - 3 workshops for Applied Psychology, 50 students served

November 30 – December 3, 2004 – Electronic Access Conference

December 3 – 7, 2004 – California Community College Student Financial Aid Administrators Association and California Association of Student Financial Aid Administrators Conferences

December 7-8, 2004 – Financial Aid DAZE

April 2005 – Spring CCCSFAAA Workshop

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM: 30
FROM:	CHANCELLOR	DATE: 12/13/04
SUBJECT:	<u>BOARD REPORT</u> : 2000-2005 SADDLEBACK COLLEGE HUMANITIES HOUR PRESENTATIONS	
REASON FOR BOARD CONSIDERATION:	INFORMATION	

BACKGROUND

At the November 16, 2004 board meeting, members of the Board of Trustees requested a status report on the procedures for selecting speakers for the Saddleback College Humanities Hour, also listing the speakers, topic and amount paid for the last five years.

STATUS

The requested status report on the Saddleback College Humanities Hour (Exhibit A) was coordinated by Thomas F. Anderson, Vice Chancellor of Educational Services, and prepared by Kevin O'Connor, Saddleback College Dean, Liberal Arts and Learning Resources.

This report is intended to answer the questions of the SOCCCD Board of Trustees. In the event additional information would be useful or desired by the board, supplemental information will be provided.

Thomas F. Anderson

Item Submitted by:	Dr. Thomas F. Anderson, Vice Chancellor, Educational Services	
Item Reviewed by:	Dr. Raghu P. Mathur, Chancellor	
Final Disposition:	_____	Vote _____

**Humanities Hour Work Details
Prior to, during, and after the event**

1. **Research for Speakers:** Contact colleagues about their sabbatical research, visit events at other campuses, discuss with colleagues at professional conferences or contact friends of colleagues from their own previous universities; read up on interesting events, new books and anniversaries of events to celebrate. In short, always attending, and reading up on events and possible speakers to create a list.
2. **Seeking Other Funding Sources:** Since the ASG was not guaranteed to support the Humanities Hour, funding from other sources like the Foundation or the Friends of the Library were often sought.
3. **Making Presentations to the ASG:** Every summer as a new ASG board convened, the need for the Humanities Hour funding has to be presented, and, often, presentations are made in the fall to request additional funding from ASG contingency funds.
4. **Contacting the Speaker:** This is done via phone or by e-mail communication explaining the Humanities Hour, the title length of the lecture, what is expected of the speaker, the type and age of the audience, requests for audiovisual needs negotiating the honorarium, and a myriad of other details. A written confirmation letter is typed and mailed to the prospective speaker.
5. **Making Venue Arrangements:** If there is a piano recital, or a dance performance scheduled, then the venue needs to be relocated to the Fine Arts Division, or for presentations where a large crowd is expected, to the McKinney Theatre. This involves working with the Fine Arts division office and theatre manager on availability, and also ensuring that there is staff to set up, clean and monitor the sound, lighting etc. If the venue is in the Student Services center, then the Student Services Administrative Assistant and Executive Assistant to the Vice President Instruction are involved in scheduling the room. Moreover, forms for all venue reservations need be completed, signed and sent for approval to the Master Calendar office. Theatre personnel are paid for their work, involving budget transfers from the ASG account for accurate and timely processing of time cards.
6. **Arranging Transport for Speakers:** We are fortunate to get some speakers while they are visiting another campus in the area, and these out of town speakers are either received at the train station, or provided detailed driving instructions and at times entertained to a meal after their lecture.

7. **Preparing Board Agenda Items:** Speakers need to be board approved with the honorarium and title of talk. This involves researching. At the same time, the Dean is also briefed about the lecture title and speaker. Board approval forms are typed and submitted for approval.
8. **Publicizing the Event:** Preparing flyers for the year with Graphics; obtaining approval from the Student Affairs office, and posting on authorized spots, distribution of flyers to faculty mailboxes and all divisions on campus. For publicizing the event, information is routed to the appropriate personnel for electronic marquee advertising, campus wide e-mail notification, and for posting on MySite. Writing press releases for the public information office for distribution to KSBR, Channel 39, the Lariat, as well as the Saddleback Valley News, the Register and to The Los Angeles Times, Orange County edition. Interviews, photographs, and occasionally, videotaping about the event and an interview with the speaker or performer has helped to create positive feedback for Saddleback College by publicizing the Humanities Hour.
9. **Requesting Audiovisual Support:** Ordering and confirming the audiovisual department for requests, and acting as the trouble shooter during the event when there is no audiovisual staff if the microphone system or other equipment fails to operate.
10. **Arranging for Book Signings:** Famous and uprising authors in various topical areas have been invited to the Humanities Hour, and stayed later for book signing. This was achieved by contacting the Saddleback College Bookstore manager to order copies of books prior to the event, and has resulted in generating funds for the ASG.
11. **Arranging for Honoraria for Speakers:** requires board approval with an attached brief resume of the speaker, title of lecture, as well as the honoraria amount. A requisition then needs to be typed, and processed with a signed W9 form and a signed invoice. Obtain speaker signatures prior to the event, have not proved effective, and, generally involves several e-mail and phone reminders to ensure payment in a timely manner.
12. **Arranging for Refreshments:** Refreshments are ordered by contacting the Cafeteria manager, while determining if the topic will attract a large audience, or an average sized one. After the event, ensuring payment for the refreshments is an additional responsibility, plus working to see that there is adequate funding to cover all of the lectures. Since refreshment funds were taken away by the ASG, professors have routinely spent their own funds to purchase snacks and sodas without any reimbursement.
13. **Arranging for Room Set Up:** A work order is submitted to Maintenance & Operation for chairs and a lectern with the College logo. Arrangements for set up of the room prior to, and clean up after the event is included in the work order.

14. **Writing the Introduction:** From the detailed CV sent out by the speaker a brief resume is written for the introduction.
15. **Working with the Speaker:** During the Question and Answer session, Instructors work with the speaker, so as not to run over time, and to encourage student interaction through Q & A.
16. **Composing A Thank You letter:** This is written after the event and at times, follow up about the payment is involved if the check was not ready at the time of the presentation.

Note: The faculty working the Emeritus Institute's Guest Lecture Series receives 2 OSH for 15 or 16 lectures per semester. Since Humanities Hour offers 4 to 5 lectures per semester, it equals 1 OSH or 16.6 hours for both semesters.

Saddleback College
 Humanities Hour Presentations
 Spring 2000 through Spring 2005

to Spring 2000-01, 2001-02, 2002-03, 2003-04, 2004-05		
Date	Speaker/Affiliation	Title of Presentation
9/12/00	Anne Frank Foundation	"A Holocaust Survivors Experiences at Auchwitz"
10/11/00	Sara Blake, Professor, El Camino College	"Barbie: Icon of American Womanhood"
11/8/00	Liberal Arts Faculty	Original Poetry, Stories and Essays
12/6/00	George Saint-Laurent, Ph.D. Professor CSU Fullerton, Author	"Learning From Other Faith Traditions"
1/24/01	Mary Palchak, Professional Flute Player and Musician	"From Concepts to Completion: A Look into the Compositional Process" (Flute Literature)
2/14/01	Fred Baker, Ph.D., Professor of Education, Cal Poly Pomona	"Internationalizing the Curriculum"
3/21/01	Karen Tei Yamashita, Author Professor of English, UC Santa Cruz	Reading from her book "Tropics of Orange"
4/11/01	Jacque Nunez Descendant of Acjachemen	"Journeys to the Past"
9/19/01	David S. Rowe Champion Story Teller	"The Art of Story-telling, A Humorous Look At Our Pioneer Forefathers in Community Colleges"
10/17/01	Gregory Benford, Ph.D. Professor, UC Irvine, Physics Dept.	"Learning From Other Religious Traditions"
11/14/01	Liberal Arts Faculty	Reading their original poetry, short stories & essays
12/12/01	Finals 12/10-12/16/01.	No humanites Hour-scheduled due to finals
2002		
1/16/02	Virginia Meyn, Ph.D. Saddleback Retired Professor	"Wizards and the World of British Fantasy: The Real Magic of Harry Potter and the Hobbit"
2/13/02	Herb Modelevesky, M.D.	"The Healing Power of Laughter"
3/13/02	Elaine Haglund, Ph.D. Professor, International Ed. CSULB	"Building Peace and Tolerance in South Africa"
3/17/02	Saddleback Professor Jane Horlings, Sylvia Montana and Ray Reyes	"Steinbeck and Marine Biology, Steinbeck and Photography, Steinbeck and Migrant Labor"
4/10/02	Gaurang Yodh, Ph.D. Professor, UC Irvine, Physics Dept.	"The Music and Culture of India"
10/11/02	Heinz & Gayle Blankenburg Professor, Music Dept. UCLA	"Enoch Arden", performance, piano accompaniment by R. Strauss Tennyson's epic poem
10/15/02	Kevin Starr, Ph.D. California State Library	"California in the 1930's"
11/5/02	Saddleback College Faculty	Reading Of Their Original Work: Non-Fiction, Fiction, Poetry and Essays

Saddleback College
 Humanities Hour Presentations
 Spring 2000 through Spring 2005

12/3/02	John Decure, Mystery Writer	Reading From His Novel "Reef Dance"
1/28/03	Saddleback Professor Cosgrove, Ph.D	Discussing "Canary Row" and "About Ed Rickett"
	Saddleback Professor Rosenberg, Ph.D.	Disussing Sinclair's "End of Poverty In California"
2/11/03	Robert Morseberger, Ph.D	"Of Mice and Movies: Steinbeck and Film"
	Professor of English, CSU Pomona	
3/11/03	Sandra Tsing Loh	Reading of her written work
	Writer, Performer, Radio Host	
4/22/03	Yxta Maya Murray	Reading & Book Signing of her book "The Conq"
	Professor, Loyola Law School, LA	
9/1/03	No speaker scheduled.	No Humanities Hour due to lost funding form AS
10/1/03	No seaker scheduled	No Humanities Hour due to lost funding form AS
11/17/03	Sherilyn Menten, Biographer	"Lalo Guerrero" Chicano 1940's Jazz Musician
12/1/03	Arturo Arias, Ph.D. U of Redlands	"On the Maya and Cultural Agency"
	Director, Latin American Studies	
1/21/04	Theresa Ford, Ph.D. & Group.	"Racism 101," Based on Nikki Giovanni's Poem
	Professor, Grossmont College	Voices: Stud. Life on Predominantly White Cam
2/23/04	Carla Kaplan, Ph. D.	"Editing an Icon" and signing of her book
	Professor, U. Southern California	"Zora Neale Hurston: A Life In Letters"
3/22/04	Paul Apodaca, Ph. D.	"Images of Native Americans"
	Professor, Chapman University	
4/19/04	Mildred Lewis, Ph.D.	"The Emerging Representation of Asian
	Professor, Chapman University	Americans in Television"
5/3/04	James Tanaka	"A World War II Child's Experience"
	Japanese American Museum, LA	
9/14/04	Zita Gabello-Barrueto, Ph.D.	"Chile 1973: The Other September 11th"
	Professor, UC Santa Cruz & Mills College	
10/25/04	Rodolfo Torres, Ph.D., Professor, UCI	"Latinos In Orange County"
11/8/04	Yassir Fazaqa,	"Ramadaan: A Time for Spiritual Reflection"
	Mission Viejo Mosque, CSULB	
12/6/04	Josh Kun, Ph.D	"Strangers Among Sounds: Music, Race & Ame
	Professor English, UC Riverside	
1/18/05	Tara Sethia, Ph. D.	"Why Nonviolence?"
	Professor, Cal Poly State Univ, Pomona	
2/1/05	African-American History Month	Speaker to be determined
3/1/05	Women's Month	Muslim female speaker on Islamic Women's Iss

Saddleback College
Humanities Hour Presentations
Spring 2000 through Spring 2005

4/1/05		Speaker on Disability
5/1/05	Carlos Gutierrez	Speaker on exciting Scientific Careers
	CSU, LA Chemistry Professor	

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO: BOARD OF TRUSTEES	ITEM: 31
FROM: CHANCELLOR	DATE: 12/13/04
SUBJECT: <u>BOARD REPORT</u> : FEASIBILITY OF INSTALLING SAFETY & SECURITY CAMERAS IN THE IVC AND SC PARKING LOTS	
REASON FOR BOARD CONSIDERATION: INFORMATION	

BACKGROUND

At the September 27, 2004 board meeting, and again at the November 16, 2004 board meeting, members of the Board of Trustees requested a report on the feasibility of installing safety and security cameras in the Irvine Valley College and Saddleback College parking lots in order to provide added safety to our students.

STATUS

The requested report on the installation of safety and security cameras in the Irvine Valley College and Saddleback College parking lots was coordinated by Thomas F. Anderson, Vice Chancellor of Educational Services, and prepared by Harry Parmer, SC Director, Safety and Security, and Owen Kreza, IVC Director, Safety and Security.

This report is intended to answer the questions of the SOCCCD Board of Trustees. In the event additional information would be useful or desired by the board, supplemental information will be provided.



Item Submitted by:	Dr. Thomas F. Anderson, Vice Chancellor, Educational Services
Item Reviewed by:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD REPORT

FEASIBILITY OF INSTALLING SAFETY AND SECURITY CAMERAS

IN THE IVC AND SC PARKING LOTS

There are two significant measures of a safe environment: One is reported incidents of crime. The second are the students' perceptions regarding safe campuses. Accordingly, being safe and feeling safe are both important. In responding to these two variables, the colleges provide security lighting, emergency telephones, fire safety measures, locks, intrusion detection applications, educational programming and training, environmental design, and campus police presence.

Safety and security cameras are simply one more application that can be employed in the overall effort to prevent crime and to reduce the fear of crime. In previous years, several of these safety and security cameras were employed at the colleges, but equipment upgrades, a lack of resident expertise, and recurring maintenance costs have limited their continuing application. Simply stated, safety and security cameras demand increased responsibilities to include the development of a formal use policy, establishing functional requirements, identifying budgetary sources, identifying camera placement and video storage and playback specifications, installing night time camera lighting, and providing adequate network infrastructure and power source readiness.

However, with the new IP Telephony Communications System coming on line in the near future in our District, web-based safety and security camera applications will be easier to employ and could make it more practical and cost-effective to employ judicious electronic safety and security capability that could further enhance the already existing crime prevention and campus safety strategies that are currently in place. More analysis is needed after the new telephony system comes on line so staff can conduct a well thought out electronic safety and security strategy that could be beneficial in reducing crime and the fear that crime engenders.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO: BOARD OF TRUSTEES	ITEM: 32
FROM: CHANCELLOR	DATE: 12/13/04
SUBJECT: <u>BOARD REPORT</u> : IVC & SC FALL 2004 WAIT LIST REPORT	
REASON FOR BOARD CONSIDERATION: INFORMATION	

BACKGROUND

At the November 16, 2004 board meeting, members of the Board of Trustees requested a report on the Fall 2004 Wait List Status at Irvine Valley College and Saddleback College.

STATUS

The requested report on the 2004 Wait List Status at Irvine Valley College and Saddleback College was coordinated and prepared by Thomas F. Anderson, Vice Chancellor of Educational Services, and prepared by Allan MacDougall, Director of Information Technology.

This report is intended to answer the questions of the SOCCCD Board of Trustees. In the event additional information would be useful or desired by the board, supplemental information will be provided.



Item Submitted by:	<u>Dr. Thomas F. Anderson, Vice Chancellor, Educational Services</u>
Item Reviewed by:	<u>Dr. Raghu P. Mathur, Chancellor</u>
Final Disposition:	_____ Vote _____

IVC AND SC FALL 2004 WAIT LIST REPORT

The wait list process was discontinued in January 2004.

In Fall 2004, new processes were implemented for students attempting to enroll in full classes. This procedure replaced the previous "waitlist" system.

Under the current system*:

- 1) If any student drops a full class prior to the first day of classes, the class immediately reopens and any student may register on a first-come, first-serve basis.
- 2) After classes begin, instructors are able to create Add Permission Codes for a student wishing to enroll in their class. These are unique and can only be used once

It is virtually impossible to construct a schedule of offerings within realistic budget constraints, which will enable every student to get in every class they want.

Students registering have varying registration priorities; therefore, the most useful, practical advice is for the student to enroll at the earliest possible time available to them. A student will automatically improve their registration priority in subsequent semesters by persisting at the college.

**This procedure is described in Saddleback's Fall 2004 Schedule of Classes on page 5 under the heading "Add/Dropping Courses" and in IVC's Fall 2004 Schedule of Classes on page 11 under the heading "Adding Full-Semester Classes."*

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Agenda Item

TO: Board of Trustees	ITEM: 33
FROM: Chancellor	DATE: 12-13-04
SUBJECT: SADDLEBACK COLLEGE: ACADEMIC STIPENDS	
REASON FOR BOARD CONSIDERATION: INFORMATION	

BACKGROUND

In accordance with the Academic Employee Master Agreement 2000-2002, all academic chairs and other non-contractual faculty assignments shall be compensated with a stipend as designated by the college president.

STATUS

Exhibit A outlines the extra-contractual assignments for Spring 2005.

Item Submitted By: _____ Dr. Richard D. McCullough, President
Item Reviewed By: _____ Dr. Raghu P. Mathur, Chancellor
Final Disposition: _____ Vote: _____

SADDLEBACK COLLEGE
Spring 2005
EXTRA CONTRACTUAL ASSIGNMENTS

General Fund Stipends

Faculty Administrative Assignment	Stipend Amount	Hours @ \$27 Hr.	Funding Source	Name
Chair, Curriculum Committee	\$5,400	200	General Funds	Adams, Howard
Advisor, Lariat Newspaper	\$2,700	100	General Funds	Buckner, Kathleen
Forensics Coach	\$4,050	150	General Funds	Radden, Larry
Oxford Program Coordinator	\$2,700	200	General Funds	Kuykendall, Carolyn
Chair, Faculty Development	\$2,700	100	General Funds	Weisrock, Tom
Academic Senate Secretary/Treasurer	\$2,700	100	General Funds	Francisco, David
Academic Senate Vice President	\$2,700	100	General Funds	Vacant
Academic Senate President	\$5,400	200	General Funds	Dominguez, Carmen
	\$28,350			
Academic Chairs				
<i>ADVANCED TECHNOLOGY/APPLIED SCIENCE</i>				
Chair, Architecture/Drafting	\$1,350	50	General Funds	Titus, David
Chair, Aviation/Automotive	\$1,350	50	General Funds	Meyer, Cliff
Chair, Communication Arts	\$1,350	50	General Funds	Brady-Jenner, Julie
Chair, Electronics/App Computer Tech	\$1,350	50	General Funds	Evancoe, Gene
Chair, Environmental Studies/Ecology/MST	\$2,025	75	General Funds	Barrows, Morgan
Chair, Fashion	\$1,350	50	General Funds	Piper, Lindsay
Chair, FCS and Foods/Nutrition	\$1,350	50	General Funds	Lukasik, Linda
Chair, Graphic Communications/Design	\$1,350	50	General Funds	Taylor, Karen
Chair, Horticulture/Landscape Design	\$1,350	50	General Funds	Harrison, Charles
Chair, Interior Design/Travel Mgt	\$1,350	50	General Funds	Thomas, Arlene
	\$14,175			
<i>BUSINESS SCIENCE</i>				
Chair, Accounting	\$1,080	40	General Funds	DeAguero, Walt
Chair, Business	\$2,160	80	General Funds	Weisgerber, Bill
Chair, CIM	\$4,320	160	General Funds	Quade, Joyce
Chair, Real Estate	\$2,000	74	General Funds	Welc, Martin
	\$9,560			
<i>COUNSELING AND SPECIAL PROGRAMS</i>				
Chair, Relations w/Schools	\$2,700	100	General Funds	Vacant
	\$2,700			
<i>FINE ARTS/PHYSICAL EDUCATION/ATHLETICS</i>				
Chair, Art	\$2,700	100	General Funds	White, Richard
Chair, Music	\$1,350	50	General Funds	Weston, Norman
Chair, Photography	\$1,080	40	General Funds	Leighton, Ron
Chair, Speech	\$1,350	50	General Funds	Crary, Paul
Chair, Theatre Arts	\$1,080	40	General Funds	Fennell, Patrick
Chair, Physical Education	\$5,400	200	General Funds	Duquette, Jan
	\$12,960			
<i>HEALTH/HUMAN SERVICES/EMERITUS INSTITUTE</i>				
Chair, Human Services	\$2,700	100	General Funds	Goodman, Richard
Chair, Medical Assistant/Phlebotomy	\$1,350	50	General Funds	Stevens, Kay
Chair, Nursing Program	\$2,700	100	General Funds	Pestolesi, Diane
Chair, Sign Language	\$2,700	100	General Funds	Tamer, Rita
Chair, Emeritus	\$3,780	140	General Funds	Edwards, Diane
Chair, Fine Arts (Emeritus)	\$1,350	50	General Funds	Chattopadhyay, C.
	\$14,580			

Faculty Administrative Assignment	Stipend Amount	Hours @ \$27 Hr.	Funding Source	Name
LIBERAL ARTS/LEARNING RESOURCES				
Chair, English	\$2,700	100	General Funds	Channing, Mike
Chair, ESL	\$2,700	100	General Funds	Lebauer, Roni
Chair, Foreign Languages	\$1,620	60	General Funds	Hunt, Matthew
Chair, Humanities/Philosophy	\$1,350	50	General Funds	Channing, Mike
Chair, Journalism	\$1,350	50	General Funds	Reed, Mike
Co-Chair, Reading	\$1,350	50	General Funds	Altman, Cheryl
Co-Chair, Reading	\$1,350	50	General Funds	Bagwell, Janet
Chair, Language Lab	\$1,350	50	General Funds	Hunt, Matthew
Chair, Library	\$2,700	100	General Funds	Weisrock, Tom
Coordinator, English Composition	\$2,700	100	General Funds	Victor, Richard
	\$19,170			
MATH/SCIENCE/ENGINEERING				
Chair, Astronomy/Physics	\$1,350	50	General Funds	Haeri, Mitch
Co-Chair, Biology	\$1,013	37.5	General Funds	Ininns, Elizabeth
Co-Chair, Biology	\$1,013	37.5	General Funds	Iacino-Tan, Dorina
Chair, Chemistry	\$2,025	75	General Funds	Fier, Scott
Chair, Computer Science	\$1,350	50	General Funds	Vacant
Chair, Geology/Marine Science	\$1,350	50	General Funds	Repka, James
Chair, Mathematics	\$5,400	200	General Funds	Smith, Jeanne
	\$13,500			
SOCIAL/BEHAVIORAL SCIENCE				
Chair, Anthropology	\$1,013	37.5	General Funds	Merrifield, Mike
Co-Chair, Cross Cultural Studies	\$810	30	General Funds	Cesareo-Silva, C.
Co-Chair, Cross Cultural Studies	\$810	30	General Funds	Hernandez-Bravo, C.
Chair, Economics and Political Science	\$2,025	75	General Funds	Rosenberg, A.
Chair, Geography/GIS	\$1,350	50	General Funds	Walsh, Dan
Chair, History	\$2,025	75	General Funds	Howlett, Scott
Chair, Child Development/Educational Studies	\$2,700	100	General Funds	Millovich, June
Chair, Psychology	\$2,025	75	General Funds	Cesareo-Silva, C.
Chair, Sociology	\$1,013	37.5	General Funds	Miller-White, S.
Chair, Women's and Gender Studies	\$1,350	50	General Funds	Lovett, Margo
	\$15,120			
Total	\$130,117			
EXTRA CONTRACTUAL ASSIGNMENTS				
<i>Reassigned Time</i>				
Faculty Administrative Assignment	LHE	\$ Equivalent	Hours	Name
Mandated				
Chair, Paramedic Program	4.5	\$19,021	150	Penland, Barbara
General Fund				
Chair, Honors Program	3	\$4,913	100	Ahearn, Amy
Total		\$23,934		
Grand Total		\$154,051		

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO: BOARD OF TRUSTEES	ITEM: 34
FROM: CHANCELLOR	DATE: 12/13/04
SUBJECT: IRVINE VALLEY COLLEGE: SPRING 2005 STIPENDS	
REASON FOR BOARD CONSIDERATION: INFORMATION	

BACKGROUND

In accordance with the Academic Employee Master Agreement 2000-2002, faculty shall be compensated for extra duty assignments with a stipend as designated by the College President.

STATUS

EXHIBIT A outlines the extra contractual assignments for Spring 2005.

Item Submitted By: Dr. Glenn R. Roquemore, President <i>LR</i>	
Item Reviewed By: Dr. Raghu P. Mathur, Chancellor	
Final Disposition:	Vote:

Spring 2005 Faculty Stipends/Reassigned Time

<u>Faculty Assignment</u>	<u>Stipend Amount</u>	<u>Hours @ \$27.00 per hr</u>	<u>Funding</u>	<u>Name</u>
Chair, Academic Affairs	\$ 2,160.00	80	General	Dan Rivas
Co-Chair, Committee on Courses	\$ 3,591.00	133	General	Donna Sneed
Co-Chair, Committee on Courses	\$ 1,782.00	66	General	Kathy Schmeidler
Coordinator, AOJ	\$ 2,160.00	80	General	Colin McCaughey
Coordinator, Articulation	\$ 2,700.00	100	General	Joanne Benschop
Coordinator, Human Development	\$ 2,160.00	80	General	Mary McDonough
Coordinator, Music Production	\$ 2,160.00	80	General	Daniel Luzko
Coordinator, Theatre Production	\$ 2,160.00	80	General	Ronald Ellison (Manuel)
Coordinator, Outreach	\$ 2,700.00	100	General	Mary Ann McCarthy
Coordinator, Staff Development	\$ 2,160.00	80	General	Gary Rybold
Coordinator, Tutoring	\$ 1,853.00	69	General	Larissa Sergeyevea
Director, Art Gallery	\$ 1,350.00	50	General	Zoran Belic
Director, Computer Center	\$ 4,050.00	150	General	Robert Urell
Director, Forensics	\$ 4,050.00	150	General	Gary Rybold
Director, Humanities Center	\$ 3,240.00	120	General	Linda Thomas
Director, Math Lab	\$ 2,160.00	80	General	Richard Zucker
Director, Program Review	\$ 2,700.00	100	General	Miriam Castroconde
Officer, Flex	\$ 2,160.00	80	General	Jeff Kaufmann
Pres.-Elect, Academic Senate	\$ 2,700.00	100	General	Ted Weatherford
Subtotal	\$ 47,996.00	1778		
Academic Chairs				
Athletics	\$ 5,400.00	200	General	Martin McGrogan
Business Sciences	\$ 2,700.00	100	General	Robert Urell
Emeritus Institute	\$ 1,944.00	72	General	To Be Determined
English	\$ 2,700.00	100	General	Linda Thomas
Fine Arts, Music	\$ 1,080.00	40	General	Daniel Luzko
Fine Arts, Visual Arts	\$ 1,080.00	40	General	Greg Bishopp
Fine Arts, Theatre Arts	\$ 1,080.00	40	General	Ronald Ellison (Manuel)
Fine Arts, Speech	\$ 1,080.00	40	General	Gary Rybold
Guidance and Counseling	\$ 2,700.00	100	General	Fawn Tanriverdi
Health Sciences, PE & Athletics	\$ 2,700.00	100	General	Tom Pestolesi
Humanities	\$ 2,700.00	100	General	Francisco Marmolejo
Languages	\$ 2,700.00	100	General	Susan Fesler
Library	\$ 2,700.00	100	General	Fred Forbes
Life Sciences & Technologies	\$ 2,700.00	100	General	Christopher Riegler
Mathematics, CIS & Engineering	\$ 2,700.00	100	General	Mas Hayashi
Physical Sciences & Technologies	\$ 2,700.00	100	General	Kiana Tabibzadeh
Social & Behavioral Sciences	\$ 2,700.00	100	General	Martha Stuffer
Subtotal	\$ 41,364.00	1532		
Faculty Assignment				
President, Academic Senate	\$ 12,502.20	6 LHE	200	Wendy Gabriella
Director, Honors Program	\$ 5,447.40	6 LHE	100	Dottie Sherling
Recorder, Academic Senate	\$ 5,893.90	3 LHE	100	Lisa Alvarez
Subtotal	\$ 23,843.50	15 LHE	400	
Grand Total	\$ 113,203.50			

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	35
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT: INITIAL PROPOSAL: CSEA CHAPTER 586			
REASON FOR BOARD CONSIDERATION:	ACCEPTANCE FOR NEGOTIATION PURPOSES/PUBLIC RECORD		

BACKGROUND

Government Code 3547 requires that all initial proposals from an exclusive representative and public school employees shall be presented at a public meeting of the Board of Trustees and shall thereafter be a matter of public record. In addition, before collective bargaining may take place, both the initial proposal of the exclusive representative and the community college district shall be made public for a reasonable time so that members of the public have the opportunity to express themselves regarding the initial proposal to the Board of Trustees.

STATUS

The current CSEA contract expires June 30, 2005. The District has received the initial proposal for a successor agreement (EXHIBIT A) from CSEA Chapter 586. It is anticipated that, at the next regular board meeting, the District will submit its initial proposal for public hearing and then negotiations will commence.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees receive the initial proposal (EXHIBIT A) from CSEA Chapter 586 and set a public hearing at the next board meeting to enable the public to become informed and express itself regarding the initial proposal.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

CSEA CHAPTER 586
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692

November 23, 2004

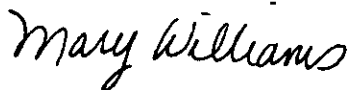
Board of Trustees
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Dear Trustees:

With this letter, we are submitting notification that California School Employees Chapter 586 desires to reopen negotiations for the purpose of arriving at a collective bargaining agreement to commence on July 1, 2005. Proposed modifications are detailed on the attached Collective Bargaining Agreement Reopener Proposal.

It is our desire that this proposal be offered for public notice as required by law at the December 13, 2004, meeting of the Board of Trustees. We hope to begin successor negotiations no later than February 1, 2005.

Sincerely,



Mary Williams, President
CSEA Chapter 586

CSEA CHAPTER 586
REOPENER PROPOSAL TO THE
COLLECTIVE BARGAINING AGREEMENT
ENDING ON
JUNE 30, 2005

The following is the entire proposal of California School Employees Chapter 586 with regard to reopening the current collective bargaining agreement, in accordance with Article 21.1. CSEA proposes to reopen only the following Articles and Sections:

Preamble:

Reopen only for the purpose of changing the date of Agreement to coincide with ratification.

ARTICLE 1

Article 1.3 Bargaining Unit Description

- ✓ Modify language to include all positions that are not academic or administrative as defined by California Education Code, and that are not specifically exempted by Article 88003 of the CEC.
- ✓ Clarify meaning of the term "regular."

ARTICLE 2

Article 2.2.6

Reopen only for the purpose of modifying the date to comply with law.

ARTICLE 3

Article 3.1.9

CSEA shall have secured offices at Saddleback College and Irvine Valley College, the locations to be mutually agreed upon by the District and CSEA. Furniture of the same quality as that provided to the Faculty Association and telephone service will be provided. CSEA will pay for any toll calls made from the office telephones. These offices shall be the sole office space provided to CSEA Chapter 586.

Article 3.6

Create new section as follows:

The parties recognize the right of the District to use short-term and temporary workers pursuant to Education Code Section 88003. Employment of temporary workers shall not result in the displacement of classified personnel or impair existing contracts for services. Displacement of a bargaining unit member under this Section means layoff or reduction in hours of a bargaining unit member or employment of a part-time or short-term worker in lieu of employment of a permanent bargaining unit member. Any position filled by a temporary or short-term worker in excess of 195 days in any fiscal year will be deemed a bargaining unit position and will become a permanent position within the bargaining unit component.

Remainder of Article 3 - Reopen only for the purpose of renumbering only, but not for textual changes except:

Article 3.8.2

Add: Job stewards shall also provide representation to an employee requesting such at any meeting between the employee and management where any level of discipline is feared or threatened. Forms of potential discipline include a verbal warning, the delivery of a letter of concern, or delivery of a letter of reprimand.

ARTICLE 4

Article 4.1.3

Delete current section and replace with the following language:

The District, in compliance with Education Code 88003, shall employ persons for positions that are not academic positions and classify all such employees and positions. All positions, as required by Education Code section 88004, that are not defined by the regulations of the Board of Governors as an academic position and not specifically exempted from the classified service according to the provisions of Section 88003 or 88076 shall be classified as required by those sections and shall be part of the classified service. Such positions shall include all work required to be performed by the District on a regular and continuing basis except where certification is required.

Add 4.1.3.1:

The District agrees not to contract out any work contained within a job description of an existing classification in the bargaining unit except as provided by the Education and Government Codes in effect at the time of the ratification of this agreement. The essential functions contained in a classified job description within

the bargaining unit shall not be transferred to management, supervisors, or confidential employees or to students or volunteers except as provided under the Education and Government Codes. While it is understood that Supervisors may perform tasks within a classification, the District agrees at no time will Supervisor or Management employees replace a classified employee or assume the major responsibilities of any classified positions.

ARTICLE 5

Article 5, Section 5.2

Modify to add as the second sentence of the paragraph: Employees will be provided a copy of the proposed evaluation at the time the evaluation is initially presented to be used for the purposes of preparing a response.

Add following the words third-party information: Any individual providing third party information will be identified, and the employee will be given an opportunity to respond and rebut, as appropriate.

Add as last sentence of paragraph: The employee will be provided a copy of the signed evaluation prior to its being forward to Human Resources for inclusion in any personnel file.

ARTICLE 6

Do not reopen

ARTICLE 7

Article 7.3.2

At the end of the current provision, add: The District shall not be arbitrary, capricious, or discriminatory in the adjusting of assigned time. No employee shall be subject to more than one involuntary change of work schedule in any calendar year.

Article 7.5.3

Negotiate language to provide for additional time when the lunch period is interrupted; and add a provision that prohibits the use of a lunchroom for a business meeting that prevents employees from using the room or accessing the refrigerator.

Modify 7.9 to read:

7.9.1 Any employee in the bargaining unit whose assigned work shift includes two hours of work after 5 p.m. shall be paid a shift differential of 2.5% percent above the regular rate of pay for all hours worked.

Any employee in the bargaining unit whose assigned work shift includes two hours of work after 7 p.m. shall be paid a shift differential of 5% percent above the regular rate of pay for all hours worked.

Any employee in the bargaining unit whose assigned work shift includes two hours of work after 9 p.m. and before 7 a.m. shall be paid a shift differential of 7.5% percent above the regular rate of pay for all hours worked.

Add 7.9.3 Split Shift

Negotiate language to provide for additional compensation when an employee is regularly assigned a split shift (any combination of hours worked with a break of two hours or more in the middle)

Add 7.9.4 Weekend Shift

Negotiate language to provide for additional compensation when an employee is regularly assigned weekend hours.

Add the following sections:

7.13 Stand-by Status

Negotiate language to provide for additional compensation when employees are required to be available during off duty hours.

7.14 Inconvenience Pay

Negotiate language to provide for additional compensation when an employee is required to provide consultation to a manager, supervisor, or authorized co-worker during off duty hours.

ARTICLE 8

8.1 Regular Rate of Pay

Add 8.1.1 Bilingual Stipend

Memorialize the agreement between CSEA and SOCCCD currently in place that any employee with bilingual skills required to use two or more languages in the course of their normal work will be paid 102.5% of their base pay.

8.6 Pay Increases

Reopen for the purpose of negotiating pay increases during the term of the agreement.

8.10.1

Delete entire section.

8.15

Negotiate language to provide for an educational incentive program.

ARTICLE 9

9.1 District Contribution

Provide that the amount provided annually for the purchase of medical insurance is equal to or greater than that provided to the other bargaining units within the SOCCCD to include the Faculty Association and Police Officers Association.

9.2 District Health Plans

Add Hyatt Legal at no cost to the employee. Stipulate that benefits will include and be equal to or better than those benefits provided for the other bargaining units within the SOCCCD to include the Faculty Association and Police Officers Association.

9.5 Retiree Benefits

Benefits Upon Retirement: For the term of this Agreement, the District shall underwrite the cost of health, dental, and vision insurance for employees who retire from the District at 55 years of age who have been employed in the District the equivalent of ten (10) years or longer until employee is eligible for Medicare. Coverage of spouses and dependents of employees who are covered under this Section will be provided until the employee is eligible for Medicare."

9.5.1

Add language to provide for supplemental medical insurance upon retirement.

9.5.2

Add provision to allow for an employee to participate in a pre-retirement reduced workload program as provided for in section 88038 of the Education Code.

9.7 Section 125 Flexible Benefits

Add sentence at end of current provision: Section 125 provisions will be offered to all bargaining unit employee. Part-time employees will be provided an opportunity to participate on a prorated basis.

ARTICLE 10

10.1 Scheduled Holidays

Do not reopen but modify printed agreement to show correct dates.

10.1.2

Delete - no longer relevant

10.2 Additional Holidays

Modify to include any day of mourning as declared by the President of the United States or the Governor of California where employees under their jurisdiction are provided the day off.

ARTICLE 11

11.7 Vacation Carry-over

Replace all references to June 30 with September 30.

ARTICLE 12

12.4.9

Add provision for catastrophic sick leave transfer

12.7 Personal Necessity

Change six (6) days to (7) days.

ARTICLE 13

13.1 Lateral Transfer Within Current Classification

Delete first sentence. Open paragraph with: "All vacant positions will be posted internally for ten (10) days prior to external announcement. An employee may apply for a promotional opportunity, lateral transfer, or retreat to a position in which the employee previously had permanency."

13.3 Notice Contents

Modify final sentence of paragraph to read: "Vacancies will be posted internally for 10 days prior to external posting, and will clearly indicate that it is an internal posting only."

13.5 Americans with Disabilities Act - Modify to read: Reasonable Accommodation

Each request for reasonable accommodation under the Americans with Disabilities Act ("ADA") or California Family Rights Act by a bargaining unit member shall be referred to the District and CSEA for examination on an individual basis.

ARTICLE 14
Do Not Reopen

ARTICLE 15

15.1 Permanent Classified Employees

Add as final sentence Classified employees shall be entitled to representation as provided for in Article 3.7.1 at all stages of progressive discipline.

ARTICLE 16

16.1 Safety Committee

Revise to provide for representation on college safety committees and to address establishment of a procedure for reviewing safety concerns at the District level.

16.3 Add subtitle: CAL-OSHA Inspections

Delete current text and replace with: CSEA will be promptly notified whenever a CAL-OSHA representative is conducting an on-site safety inspection of any area, department, division, or other area, or conducting any meeting at which District or college personnel are present. CSEA will be promptly notified in writing whenever a CALOSHA complaint has been lodged.

ARTICLE 17
Do Not Reopen

ARTICLE 18
Do Not Reopen

ARTICLE 19
Do Not Reopen

ARTICLE 20
Do Not Reopen

ARTICLE 21
Do Not Reopen

ARTICLE 22

22.1 Length of Agreement

Change dates to July 1, 2005 and June 30, 2008.

ARTICLE 23

Negotiate and document adoption and implementation of Organizational Assessment. Establish an ongoing process for consideration of reclassification procedure.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM: 36
FROM:	CHANCELLOR	DATE: 12/13/04
SUBJECT:	SOCCCD: ACCEPTANCE OF DISTRICT ANNUAL AUDIT REPORT: 2003-2004	
REASON FOR BOARD CONSIDERATION:	ACCEPT FOR REVIEW & STUDY	

BACKGROUND

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

STATUS

The Board of Trustees employed the firm of Macias, Gini & Company, Certified Public Accountants, to conduct the audit of all District funds for the 2003/2004 fiscal year. The general purpose financial statements with accompanying audit report have been completed and are being submitted to all agencies the law requires, as well as to the members of the Board of Trustees. The summary of findings and recommendations, along with the District's response to same, are presented in EXHIBIT A for information and review. Officials of Macias, Gini & Company will be available to assist the Board with its review and answer any questions that may arise.

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

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the 2003/2004 audit report for review and study.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote :

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM: 37
FROM:	CHANCELLOR	DATE: 12/13/04
SUBJECT:	ACADEMIC PERSONNEL ACTIONS - REGULAR ITEMS	
REASON FOR BOARD CONSIDERATION:	APPROVAL/RATIFICATION	

BACKGROUND

In accordance with Education Code Section 72200, 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 Exhibit.

RECOMMENDATIONS

The Chancellor recommends that the Board of Trustees approve/ratify the academic personnel actions as shown in Exhibit A.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

A. ADMINISTRATIVE EMPLOYMENT

1. DR. GWENDOLYN VENDLEY, ID # 12455, is to be employed as Vice President for Student Services, Irvine Valley College, Pos # 1712, effective December 14, 2004, Administrative Salary Schedule, Category I, Step 2. This is a replacement position for Vern Hodge who retired.

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount</u>	<u>Effective Date</u>
Benschop, Joanne	Articulation Officer/IVC	\$ 2,700.00	01/10/05-05/19/05
Edwards, Diane	Speaker Guest Series/SC	100.00	01/14/04-01/14/04
Francisco, David	Academic Senate Secy/Treas/SC	2,700.00	01/10/05-05/19/05
McCarthy, Mary Ann	Outreach Coord/Counseling/SC	2,700.00	01/10/05-05/19/05
Sergeyeva, Larisa	Learning Ctr Coord/IVC	1,853.00	01/10/05-05/19/05

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount</u>	<u>Effective Date</u>
Braun, Ginger	Clinical Expert-Nursing Workforce	\$ 1,000.00	08/23/04-10/22/04
Connor, Kathy	Clinical Expert-Nursing Workforce	1,400.00	08/23/04-10/22/04
Newell, Linda	Coord Bus Honors Program/SC	913.00	01/10/05-05/19/05
Schureman, Bob	Develop Promo Materials/IVC	6,020.00	01/01/05-06/30/05
Sneed, Donna	Committee on Courses Chair/IVC	4,482.00	08/23/04-12/20/04
Stelts, Kathleen	Coord Bus Outreach Pgm/So County	250.00	01/10/05-05/19/05
Tinervia, Joe	Coach Bus Eng & Honors Students/SC	913.00	01/10/05-05/19/05

D. ADMINISTRATOR CONTRACT EXTENSIONS FOR ONE ADDITIONAL YEAR

1. The following South Orange County Community College District Administrators are to receive a contract extension for one additional year.

<u>Name</u>	<u>Assignment</u>
Anderson, Thomas	Vice Chancellor Educational Services, District
Chuman, Jerilyn	Dean, Counseling Service/Special Prog., Saddleback College
Cifone, Rocco	Dean, Fine Arts, PE & Athletics, Saddleback College
Cooper, Susan	Dean, Advanced Technology, Irvine Valley College
Corum, Susan	Dean, Business and Social Sciences, Irvine Valley College
De Shazer, Larry	Director, CACT, Irvine Valley College
Flanigan Chapin, Patricia	Dean Social & Behavioral Sciences, Saddleback College
Lipold, Anthony	Asst. Dean, Athletic Director, Saddleback College
MacDougall, Allen	Director, Information Technology, District
O'Connor, Kevin	Dean, Liberal Arts, Learning Resources, Saddleback College

E. ADMINISTRATOR CONTRACT EXTENSIONS FOR ONE ADDITIONAL YEAR

(Continued)

- The following South Orange County Community College District Administrators are to receive a contract extension for one additional year.

<u>Name</u>	<u>Assignment</u>
Patton, Kenneth	Dean, Bus. Sci., Wrkforce & Econ Dev, Saddleback College
Poertner, Gary	Deputy Chancellor, District
Rice, Tamara	Asst. Dean, Hlth.Sci., Hum Svcs.& Emer., Saddleback College
Roquemore, Glenn	President, Irvine Valley College
Taylor, Don	Dean, Adv. Tech. & Applied Science, Saddleback College
Telson, Lise	Vice President of Student Services, Saddleback College
Vurdien, Ramalingum	Vice President of Instruction, Saddleback College
White, Dennis	Vice President of Instruction, Irvine Valley College
Winston, Kathleen	Dean, Health Sci., Human Svcs & Emer., Saddleback College
Wright, James	Dean, Math, Science & Engineering, Saddleback College

F. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF

<u>APPLICANT</u>	<u>APPROX.SALARY DEGREE</u>	<u>HIGHEST ASSIGNMENT</u>	<u>PROBABLE PLACEMENT</u>	<u>START DATE</u>
Degrassi, Christian	MA/Geography	Geography/SC	II/1	01/10/05
Dilley, Steven	MFA/Art	Art/SC	II/1	01/10/05
Ebrahimi, Ahmad	MA/Economics	Economics/SC	II/1	01/10/05
Faseler, Shannon	MFA/Painting	Painting/IVC	II/1	01/10/05
Frazier, Vanessa	MA/English	English/SC	II/1	01/10/05
Haver, Darren	PhD/Botany	Horticulture/SC	V/1	01/10/05
Schuyler, Sarah ¹	BA/Deaf Studies	Sign Lang./SC	I/1	01/10/05
Tanimura, Susan	Ph.D./Neuroscience	Biology/SC	V/1	01/10/05
Young, Rachel ¹	BS/Child Dev.	Sign Lang./SC	I/1	01/10/05

EQUIVALENCY

As outlined in the Academic Hiring Policies, Division 1, Part 4, Section 3B, Review of Equivalent *Minimum Qualifications*, members of the hiring committee, including faculty with discipline expertise, have met and rendered an affirmative decision that each recommended candidate possesses the educational background equivalent to the minimum qualifications for each respective position. As such, the following individuals are submitted for approval/ratification as part-time instructors under Equivalencies as outlined in the Title 5 Regulations and Minimum Qualifications, Article 2, Section 53430.

<u>APPLICANT</u>	<u>DEGREE</u>	<u>HIGHEST ASSIGNMENT</u>	<u>APPROX. PROBABLE PLACEMENT</u>	<u>SALARY START DATE</u>
Besnard, Maria	PhD/Education	Applied Psyc./SC	V/1	1/10/05

Equivalency is based on a Doctorate and Master of Arts Degree in Education from the University of Southern California, Los Angeles. Ms. Besnard has taken numerous courses equivalent for degrees in counseling and educational psychology. She has taught on a university campus for 14 years in various student service centers, where she presented workshops related to leadership development and has counseled students with various personal and academic needs.

F. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF (Continued)

EQUIVALENCY

As outlined in the Academic Hiring Policies, Division 1, Part 4, Section 3B, Review of Equivalent Minimum Qualifications, members of the hiring committee, including faculty with discipline expertise, have met and rendered an affirmative decision that each recommended candidate possesses the educational background equivalent to the minimum qualifications for each respective position. As such, the following individuals are submitted for approval/ratification as part-time instructors under Equivalencies as outlined in the Title 5 Regulations and Minimum Qualifications, Article 2, Section 53430.

<u>APPLICANT</u>	<u>DEGREE</u>	<u>HIGHEST ASSIGNMENT</u>	<u>APPROX. PROBABLE PLACEMENT</u>	<u>SALARY START DATE</u>
Lu, John	BS/Psychology	Psychology/IVC	I/1	1/10/05

Equivalency is based on a Bachelor of Science Degree in Psychology from the University of California, Davis. Mr. Lu is currently a doctoral candidate in Health Psychology with a minor in Statistics and Methods at the University of California, Irvine, and has an expected date of completion of December 31, 2004. In addition to serving as a teaching assistant and teaching Human Stress courses at the University of California, Irvine, Mr. Lu has taught statistics courses at Concordia University.

EQUIVALENCY

(Information Item - Pursuant to Board Policy 4002.1)

As outlined in the Academic Hiring Policies, Division 1, Part 4, Section 3B, Review of Equivalent Minimum Qualifications, members of the hiring committee, including faculty with discipline expertise, have met and rendered an affirmative decision that each recommended candidate possesses the educational background equivalent to the minimum qualifications for each respective position. As such, the following individuals are submitted for approval/ratification as part-time instructors under Equivalencies as outlined in the Title 5 Regulations and Minimum Qualifications, Article 2, Section 53430.

<u>APPLICANT</u>	<u>HIGHEST DEGREE</u>	<u>PROBABLE ASSIGNMENT</u>	<u>APPROX SALARY PLACEMENT</u>	<u>START DATE</u>
Lang, Ellen	AA/Secretarial	Emeritus PE/IVC	I/1	10/18/04

Equivalency is based on an Associate of Arts Degree in Secretarial Studies with a minor in Dance from Santa Ana College in Santa Ana, CA. Ms. Lang has taught dance and exercise classes at numerous senior assisted-living homes in Orange County for the last 8 years and has taught dance to children for 9 years through the Irvine Fine Arts Center. She has performed professionally with the ABT Ballet Company at the Orange County Performing Arts Center.

¹ Per the Board of Governors of the California Community Colleges, this is a discipline in which a Master's degree is not generally expected or available.

G. AUTHORIZATION TO ESTABLISH AND ANNOUNCE ACADEMIC ADMINISTRATIVE POSITION

1. ASSISTANT DEAN, Student Services, Saddleback College, seeks authorization to establish a new full time, 12 month, Academic Administrative position, Category III, within the staff complement.(New Job Description Attachment 1).

H. OSH BANKING LEAVE PROVISION

1. PAULA JACOBS, ID #1201, Learning Disabilities Specialist, Division of Counseling Services and Special Programs, Saddleback College, Pos #1577, is requesting a leave of absence for the Spring 2005 Semester, based on the equivalent of 15 banked OSH, in accordance with Article VIII, Section 15, Academic Master Agreement 2000-2002 Revised, and in compliance with the MOU-OSH Banking, Article VIII, Leaves, Section 15, dated August 30, 1999.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Saddleback College

ASSISTANT DEAN OF STUDENT SERVICES – ID#

DEFINITION

Under the general direction of the ~~Vice President of Student Services~~, the Assistant Dean is responsible for student discipline and planning, organizing, managing, budget development, supervising, and evaluating all aspects of DSPS, EOPS, CARE, CalWORKs, recruitment, outreach, and community relations. Responsibilities for leadership of programs may vary.

Dean of Counseling Svcs + Sp Programs
per
G. Poetner
at mtg.

SUMMARY OF DUTIES & RESPONSIBILITIES

Provides administrative oversight for DSPS per Title 5 (56048), and EOPS, CARE, TANIF, and CalWORKs per state regulations and future grant-funded programs.

Provides leadership in the annual planning, development, continued evaluation, and improvement of selected student services programs.

Determines faculty, staffing, technology, facilities and equipment needs and prepares position specifications and justifications for recommendation.

Develops, submits, and reconciles the annual divisional/departmental budget requests, including travel, professional development, grants, equipment, supplies, and personnel.

Completes all required reporting and articulates with local, state, and federal offices including the State Chancellor's Office.

Represents Saddleback College to local educational, civic, and business organizations.

Participates in the hiring and selection of faculty and classified staff at the college level and makes recommendations for employment in accordance with district policies and procedures.

Manages, evaluates, and supervises all faculty and staff. Makes recommendations to the college president for retention or dismissal of faculty and staff in accordance with provisions of the California Education Code, board policies, and administrative regulations.

Assists the ~~Vice President for Student Services~~, *Sara Malone*, as needed, in the administration of Student Services and preparation of statistical studies and fact-seeking reports.

Responsible for maintaining student discipline and the student code of conduct through enforcement of board-adopted student-behavior rules and regulations.

Assists in establishing and maintaining liaison with the district middle and high schools and appropriate non-profit community and state programs and organizations.

Effectively recruits and retains student to participate in all facets of student programs and services.

Seeks grant funding and partnership opportunities to enhance and expand college service programs.

Prepares long-range plans and statement of goals and objectives and evaluations.

Page 2 - ASSISTANT DEAN OF STUDENT SERVICES
Saddleback College

SUMMARY OF DUTIES & RESPONSIBILITIES (Continued)

Effectively communicates and coordinates with all departments in Student Services, Instruction, College administration, and District offices in matters that relate to the department programs.

Develops methods to assure effective professional development programs for faculty and staff.

Actively participates in the Student Services Council, Marketing and Outreach Committee, Cafeteria Committee, College Strategic Planning and Governance, outreach activities, and other task forces, committees, and projects as assigned.

Works cooperatively with all facets of administration to ensure successful programs and experience for the disadvantaged, disabled, and culturally diverse students.

Performs other duties as assigned and oversight of other programs as needed.

MINIMUM QUALIFICATIONS

Master's Degree from an accredited college or university.

Ability to meet minimum qualifications to teach credit courses through a college division or serve as faculty/counselor in a California Community College.

Completion of six units of college level course work predominantly relating to ethnic minorities or persons limited by educational, language, social disadvantages, or disabilities.

Experience Required

Minimum of two years full time managerial, administrative, faculty teaching and/or counseling experience at the postsecondary level or the equivalent of such in a non-academic setting.

Minimum of one year experience as a manager or administrator responsible for the supervision and evaluation of faculty and classified staff or the equivalent of such in a non-academic setting.

Experience working with and evidence of a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, physically challenged, and ethnic backgrounds of community college students.

Knowledge of pertinent federal and state statutes, including Section 504, Rehabilitation Act of 1973, Americans with Disability Act, California Community College Title 5, EOPS guidelines and regulations, and California Education Code of student conduct and 508 alternative media.

Knowledge and understanding of state and federal regulations governing financial assistance for community college students, scholarships, state subsidy programs (AFDC, unemployment, SSI, Section 8 housing), and other community resources delivering services to academically-at-risk, disabled, or economically disadvantaged students.

Page 3 - ASSISTANT DEAN OF STUDENT SERVICES
Saddleback College

Experience Required (Continued)

Experience in working with various community agencies and local resources to provide supplemental services to students who are economically disadvantaged, academically underprepared, or disabled.

Experience in the use of computer technology as a: (a) teaching tool, (b) student advising, information, and tracking system, (c) communications network, and (d) state and federal reporting.

DESIRABLE QUALIFICATIONS

Administrative leadership experience in the planning, development, organization, and management of a wide variety of student services programs at the community college level.

Ability to communicate affectively, both orally and in writing.

Ability to develop and implement technology-based solutions to student services functions.

Leadership experience utilizing the principles of shared governance.

Experience with student discipline.

Experience planning, implementing and evaluating Disabled Student Programs and Services, Educational Opportunities Programs and Services, CARE, and CalWORKs, and/or federal programs serving disadvantaged students.

Ability to problem-solve and serves as a student advocate regarding issues related to students with disabilities and those economically disadvantaged and/or academically underprepared.

Experience in grant development, public relations, and community outreach.

Experience as the designated official responsible for student rights, responsibilities, and discipline.

Experience in recruitment and retention.

Experience in enrollment management and learning outcomes.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM: 38
FROM:	CHANCELLOR	DATE: 12/13/04
SUBJECT:	CLASSIFIED PERSONNEL ACTIONS - REGULAR ITEMS	
REASON FOR BOARD CONSIDERATION:	APPROVAL/RATIFICATION	

BACKGROUND

In accordance with Education Code Section 72200, 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.

RECOMMENDATIONS

The Chancellor recommends that the Board of Trustees approve/ratify the classified personnel actions as shown in Exhibit A.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

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. ROBERTO ARAUJO is to be employed as Custodian, Maintenance, Operations and Support Services, Saddleback College, Pos #1404, Classified Range 113, Step 1, 40 hours per week, 12 months per year, effective November 15, 2004. This is a replacement for Wanda Renee Barenbaum who was given a change of status.
- B. LORI MANGELS is to be employed as Human Resources Specialist, Human Resources, District, Pos #1790, Classified Range 124, Step 1, 40 hours per week, 12 months per year, effective December 13, 2004. This is a replacement position for Frances Miller who was given a change of status.
- C. AURELIA SALAZAR is to be employed as Custodian, Maintenance, Operations and Support Services, Saddleback College, Pos #1427, Classified Range 113, Step 1, 40 hours per week, 12 months per year, effective November 22, 2004. This is a replacement for Leonard Guiseppe who was given a change of status.
- D. BERNARDITA SANTANA is to be employed as Payroll Specialist, ~~Human Resources~~, District, Pos #2127, Classified Range 124, Step 1, 40 hours per week, 12 months per year, effective December 13, 2004. This is a replacement position for Barbara Anzlovar who resigned.
- E. ANNA SMITH is to be employed as EOPS Facilitator, Supportive Services, Irvine Valley College, Pos #2933, Classified Range 120, Step 1, 40 hours per week, 12 months per year, effective November 29, 2004. This is a replacement for Mahshid Hajir who resigned.

Business Svcs.
per G. P. Bertone at mlg.

2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis.

<u>Name</u>	<u>Classification</u>	<u>Range/Step</u>	<u>Start Date</u>
¹ Coppin, Philip	Locksmith/SC	125/1	11/10/04
¹ Gonzales, Angelito	Custodian/IVC	113/1	10/24/04
¹ Irwin, Delores	Sr. Administrative Assistant/Dist.	126/1	11/22/04
¹ Kourinian, Mikael	Sr. Administrative Assistant/IVC	126/1	11/01/04
¹ Lexion, Latina	Custodian/IVC	113/1	10/31/04
^{1&3} Luna, Luz-Maria	Library Assistant I/SC	114/1	10/27/04
¹ McDonald, Kathleen	Foundation Acct. Specialist/SC	127/1	11/08/04
¹ Walker, Cheryl	Executive Assistant to VP/SC	128/1	11/03/04

3. The following individuals are to be employed as **Short-Term (Temporary)** positions, on an if-and-as-needed basis, and shall work no more than 170 days in any fiscal year.

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Start/End Date</u>
Bartosh, Connie	Clerk Short Term/SC	\$ 10.00	01/01/05-06/30/05
¹ Boyer, Richard	Theatre Aide/SC	\$ 8.50	10/27/04-06/30/05
Brillheart, Jo Jean	Clerk Short Term/SC	\$ 10.00	01/01/05-06/30/05

³Daughter of Elva Araiza, Sr. Adm. & Rec. Specialist, Admission & Records, Saddleback College

3. The following individuals are to be employed as **Short-Term (Temporary)** positions, on an if-and-as-needed basis, and shall work no more than 170 days in any fiscal year (Continued).

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Start/End Date</u>
Bristol, Marilyn	Clerk Short Term/SC	\$ 10.00	01/01/05-06/30/05
¹ Campbell, Patricia	Specialist Aide/IVC	\$ 8.50	09/09/04-06/30/05
Cervantes, Martha	Admissions & Records Aide/SC	\$ 10.72	01/01/05-06/30/05
¹ Chandler, Kristine	Project Specialist III/SC	\$ 15.25	11/05/04-11/05/04
Conn, Irene	Clerk Short Term/SC	\$ 10.00	01/01/05-06/30/05
Conners, Donna	Clerk Short Term/SC	\$ 10.00	01/01/05-06/30/05
Cooper, Lyda	Admissions & Records Aide/SC	\$ 10.72	01/01/05-06/30/05
¹ Davani, Farideh	Specialist Aide/IVC	\$ 8.50	10/15/04-12/19/04
Davani, Farideh	Specialist Aide/IVC	\$ 8.50	01/02/05-06/01/05
Dougherty, Kathryn	Clerk Short Term/SC	\$ 10.00	01/01/05-06/30/05
¹ Dumrongmanee, Nuntana	Project Clerk/SC	\$ 7.25	11/03/04-05/03/05
Eldridge, Sandra	Clerk Short Term/SC	\$ 9.25	01/01/05-06/30/05
Fouse, Patricia	Admissions & Records Aide/SC	\$ 10.72	01/01/05-06/30/05
Gannon, Ashley	Specialist Aide/IVC	\$ 8.50	01/02/05-06/01/05
Gilmore, Virginia	Clerk Short Term/SC	\$ 8.50	01/01/05-06/30/05
Goodman, Mary	Admissions & Records Aide/SC	\$ 10.72	01/01/05-06/30/05
¹ Goss, John	Coaching Aide/IVC	\$ 15.00	01/10/04-06/30/05
Greenwaldt, Nancy	Clerk Short Term/SC	\$ 9.25	01/01/05-06/30/05
Hichens, Nancy	Clerk Short Term/SC	\$ 10.00	01/01/05-06/30/05
Hirshberger, Gregory	Specialist Aide/IVC	\$ 8.50	01/02/05-06/01/05
¹ Jensen, Pat J.	Clerk Short Term/IVC	\$ 8.50	09/15/04-09/23/04
¹ Kourinian, Mikael	Project Specialist III/District	\$ 15.25	11/22/04-12/31/04
Leahy, Mary	Clerk Short Term/SC	\$ 10.00	01/01/05-06/30/05
Lindahl, David	Clerk Short Term/SC	\$ 9.25	01/01/05-06/30/05
Mallory, Mary	Admissions & Records Aide/SC	\$ 10.72	01/01/05-06/30/05
¹ Marvasti, Amir Hossein	Project Clerk/IVC	\$ 7.25	10/25/04-06/30/05
¹ Mayer, Karen	Project Clerk/SC	\$ 7.25	10/15/04-11/14/04
Maxey, Yvonne	Clerk Short Term/SC	\$ 10.00	01/01/05-06/30/05
¹ McCluskey, Katie	Coaching Aide/IVC	\$ 15.00	10/27/04-06/30/05
Mullen, Patricia	Admissions & Records Aide/SC	\$ 10.72	01/01/05-06/30/05
¹ Muniz, Travis	Specialist Aide/SC	\$ 9.50	11/15/04-06/30/05
¹ Negash, Hyat	Project Specialist III/IVC	\$ 15.25	10/20/04-10/29/04
¹ Noonen, Ethleen	Specialist Aide/SC	\$ 9.50	11/15/04-06/30/05
Olvera, Alicia	Admissions & Records Aide/SC	\$ 10.72	01/01/05-06/30/05
¹ Reymond, Corine B.	Project Specialist II/IVC	\$ 14.00	10/16/04-06/30/05
¹ Rowlands, Chelsea	Coaching Aide/SC	\$ 15.00	11/05/04-06/30/05
¹ Sandoval, Susana	Project Clerk/IVC	\$ 7.25	10/25/04-06/30/05
Shalhub, Sonia	Clerk Short Term/SC	\$ 10.00	01/01/05-06/30/05
Smith, Marion	Clerk Short Term/SC	\$ 10.00	01/01/05-06/30/05
¹ Somers, Rachel	Specialist Aide/SC	\$ 8.50	11/04/04-06/30/05
Strother, Norma	Clerk Short Term/SC	\$ 10.00	01/01/05-06/30/05
Stubbs, Harriet	Clerk Short Term/SC	\$ 10.00	01/01/05-06/30/05
Thomson, Alice	Clerk Short Term/SC	\$ 10.00	01/01/05-06/30/05
¹ Tsai, Lora	Specialist Aide/IVC	\$ 8.50	10/15/04-05/19/05
¹ Turnquist, Barbara	Admissions & Records Aide/SC	\$ 10.72	12/01/04-12/31/04
Turnquist, Barbara	Admissions & Records Aide/SC	\$ 10.72	01/01/05-06/30/05
Wagner, Maureen	Clerk Short Term/SC	\$ 10.00	01/01/05-06/30/05
Wright, Valerie	Specialist Aide/IVC	\$ 11.50	11/02/04-06/30/05

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 at \$7.25 per hour, for the 2004-2005 academic year (Continued).

<u>Name</u>	<u>Start/End Date</u>
¹ Kruzer, Eric	11/04/04-06/30/05
¹ Lavenant, Bernabette	10/19/04-06/30/05
¹ Schmidt, Andrew	10/01/04-06/30/05
^{1&2} Sewchurn, Arunkumar	10/11/04-06/30/05
¹ Wilson, Stephanie	10/19/04-06/30/05
¹ Womack, Juliet	10/15/04-06/30/05

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 2004-2005 academic year.

<u>Name</u>	<u>Position</u>	<u>Not to Exceed</u>	<u>Start/End Date</u>
Bolen, Jennifer	Model/IVC	\$ 15.50 per hour	01/02/05-06/30/05
¹ Jones, Melinda	Model/SC	\$ 15.50 per hour	10/01/04-05/19/05
¹ Medcalf, Van	Model/SC	\$ 15.50 per hour	10/01/04-06/30/05
¹ Mills, Robyn	Model/SC	\$ 15.50 per hour	10/01/04-06/30/05
¹ Mullen, James	Model/IVC	\$ 15.50 per hour	10/01/04-05/19/05

¹Approved by the Chancellor or Ratification prior to Board Approval

²Authorization by International Students office to work through Fall 2004/Spring 2005

B. CHANGE OF STATUS

1. CLASSIFIED EMPLOYMENT

- A. DIANE SMITH, ID# 3507, Publications Visual Arts Designer, Pos #2711, Office of College Publications, Saddleback College, Classified Range 128, Step 6, 40 hours per week, 12 months per year, is being given a temporary out-of-class assignment to Senior Graphics Designer, Pos# 1888, Office of College Publications, Classified Range 130, Step 6, 40 hours per week, 12 months per year effective from July 1, 2004 through September 30, 2004.
- B. MARY ANSTADT, ID# 10795, Administrative Assistant II, Pos # 2092, Counseling Services & Special Programs, Saddleback College, Classified Range 121, Step 6, 40 hours per week, 12 months per year, is being given a temporary out-of-class assignment to Senior Administrative Assistant, Pos# 2764, Counseling Services & Special Programs, Saddleback College, Classified Range 126, Step 5, 40 hours per week, 12 months per year effective from November 19, 2004 until the position is filled.
- C. AGUSTIN ESPINOZA, ID# 2047, Network Systems Technician I, Pos #2395, Classified Range 126, Step 6, 40 hours per week, 12 months per year, Innovation Technology Center, Advanced Technology & Applied Science, Saddleback College, is to be given a change of status to Network Systems Technician II, Classified Range 130, Step 5, 40 hours per week, 12 months per year, Innovation Technology Center, Advanced Technology & Applied Science, Saddleback College, effective July 1, 2004. This is a new position pending approval.

B. CHANGE OF STATUS (Continued)

2. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- A. FRANCISCO SALINAS, ID# 10809, Custodian, Pos# 2509, Maintenance and Operations, Saddleback College, Classified Range 113, Step 5, 40 hours per week, 12 months per year, is to be given a change of status to Lead Custodian, Pos# 3063, Maintenance and Operations, Saddleback College, Classified Range 117, Step 4, 40 hours per week, 12 months per year effective November 8, 2004. This is a new position.

C. VOLUNTEERS

The following individuals are to be approved as Volunteers for the 2004-2005 academic year.

Advanced Technology & Applied Science, Communication Arts (KSBR), Saddleback College

ADAMS, RYAN	FLOURNOY, RYAN	NAIMO, JOHN
AZHAK, SUSAN	FRAZIER, SHEMMAR	NAVARRO, JACOB
BAER, MATT	GERENDAS, MONIQUE	OTTO, JIM
BENICEK, KEITH	GLOVER, AL	POLLOCK, NORM
BERGESON, GARY	GOODMAN, BOB	RAMOS, ADELA
BOWER, KAREN	GUZMAN-CORZO, OMAR	SEQUIN, NOELLE
BUCHANAN, JEREMY	HENRICHSEN, MICHELLE	SHEVCHUK, BENJAMIN
CARMAN, CLARK	KARASEK, ED	STALKER, VICTORIA
COLLINS, MILES	KOZAK, ERIC	STONE, JAMES
DAVIES, LEX	MAROLF, TED	TERREL, MICHELLE
DAVILA, JUDY	MEHRABAN, HOSSIEN	TWARDOWSKI, TOM
DAY, TERRI LYNN	MELVIN, KEVIN	WEAVER, WYNN
DIXON, DERRICK	MEYER, CASSANDRA	WOODSON, JOHN
DOBUCKI, ROBERT	MILLIGAN, JEFF	
DRUCKER, LES	MILTON, DAWN MICHELLE	
EARLY, CATHLEEN	MINTER, THOMAS	
ELDRED, SEAN	MOORHEAD, STEVE	
EVANS, RONALD	MOORING, DONALD	

Division of Mathematics, Sciences and Engineering, (Physics), Saddleback College
SELLERS, HILARIE

Office of College Fiscal Services, Fiscal Office, Saddleback College

CHAKOS, NICHIA	UHLMAN, JOHN
QUINTANAR, ZACHARY	WARREN, BLAKE

Liberal Arts and Learning Resources/Learning Assistance Program, Saddleback College

AVILA, ADRIENNE	MORGAN, JACK
GUAJARDO, TIFFANY	XU, YUETING
GILBRETH, CHRISTOPHER	

School of Fine Arts, Humanities and Languages, Irvine Valley College

MARTIN, LINDSEY	TILLEY, GERALD
PICKETT, SARAH	WYHERT, ERICA

Advanced Technology & Dist. Learning, Learning Assistance Program, Irvine Valley College
KIKUCHI, KAZUKO

C. VOLUNTEERS (Continued)

The following individuals are to be approved as Volunteers for the 2004-2005 academic year.

School of Guidance and Counseling, Student Services Career Center, Irvine Valley College

⁴NAVARRO, ROCIO

⁴Full Time Administrative Assistant II, Office of Library Services, Irvine Valley College.

D. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. SUSAN YOUNG, ID# 4652, Senior Administrative Assistant, School of Math, Computer Science, Irvine Valley College, Pos #2778, resignation effective November 30, 2004 and retirement effective December 1, 2004. Payment is authorized for any compensated time off (Start date September 11, 1991).
2. PAMELIA CLUDY, ID#2315, Child Care Instructional Specialist, Child Development Center, Saddleback College, Pos #1252, resignation effective January 12, 2005 and retirement effective January 13, 2005. Payment is authorized for any compensated time off (Start date August 20, 1984).

E. AUTHORIZATION TO ESTABLISH CLASSIFIED POSITION

1. NETWORK SYSTEMS TECHNICIAN II, Innovation Technology Center, Advanced Technology & Applied Science, Saddleback College seeks authorization to establish this new full-time 40 hour per week, 12 months per year, Classified position, Range 130, within its staff complement (Job Description Attachment 1), effective retroactive to July 1, 2004.

F. AUTHORIZATION TO ABOLISH CLASSIFIED POSITION

1. NETWORK SYSTEMS TECHNICIAN I, Pos #2395, Innovation Technology Center, Advanced Technology & Applied Science, Saddleback College seeks authorization to eliminate this full-time 40 hours per week, 12 months per year, Classified position, Range 126, from its staff complement, effective retroactive to July 1, 2004.

G. CLASSIFIED LEADERSHIP SALARY ADJUSTMENTS: RETROACTIVE TO JULY 1, 2004

1. The following South Orange County Community College District Classified Leadership are to receive salary placement adjustments retroactive to July 1, 2004.

<u>Position Title</u>	<u>Employee Name</u>	<u>Salary Range</u>	<u>Step</u>
Director of Business Services	Slavin, Mary K.	CL10	8
Director of Human Resources	Lorch, Teddi	CL10	5
Director of Facilities Planning/Purchasing	Villalba, Raul	CL10	8
Associate Director Information Systems/Services	Phaneuf, James R.	CL9	8
Director of Admissions & Records /Enrollment	Rosenkrans, Jane	CL9	8
Director of Admission & Records /Enrollment	Edwards, John W.	CL9	5
Director Facilities/Physical Plant	Ozurovich, John	CL9	8
Director of Facilities & Maintenance	Ward, Wayne	CL9	2
Assistant Director of Human Resources	Graham, Ester	CL9	6
Associate Director Network Systems	Van Leeuwen, Hendrick	CL9	8
Director of Technology Services	Hong, Tran Ky	CL9	8
Director of Technology/Broadcast Services	Schiffelbein, Mark W.	CL9	8

G. CLASSIFIED LEADERSHIP SALARY ADJUSTMENTS: RETROACTIVE TO JULY 1, 2004
(Continued)

1. The following South Orange County Community College District Classified Leadership are to receive salary placement adjustments retroactive to July 1, 2004.

<u>Position Title</u>	<u>Employee Name</u>	<u>Salary Range</u>	<u>Step</u>
Director Instructional Support Services	Garant, Eric M.	CL8	8
Director College Foundation	Anstadt, Michelle Carol	CL8	6
Director College Foundation	Tello, Al	CL8	5
College Budget Manager	Hilton, Carol	CL8	8
College Budget Manager	Mueller, Mary E.	CL8	8
Director of Student Health Center	Frame, Brenda M.	CL7	8
Financial Aid Director	Cox, Darryl L.	CL7	8
Director Emeritus/Comm/Continuing Education	Anderson, David E.	CL7	7
Director of Economic/Resource Development	Sneed, Donna	CL7	8
Director of Performing Arts	English, Geoffrey L.	CL7	8*
Chief of Police	Parmer, Harry P.	CL7	8
Chief of Police	Kreza, Owen M.	CL7	5
Applications Project Manager	Gaston, James P.	CL7	8*
HRIS Manager	Laurie, James	CL7	1
Director of Student Affairs	Besnard, Maria D.	CL7	2
Director of Student Affairs	Locke, Virginia H.	CL7	6
Acting Director of Financial Aid	Hall, Mary C.	CL7	8
Admissions & Records Registrar	Semanik, Joyce A.	CL7	6
Admission & Records Registrar	Guzman, Ruben	CL7	3
Director Marketing, Govt & Community Relations	Daly, Tracy	CL7	6
Computer Systems Manager	Tesch, Gregory A.	CL7	8*
Director of Emeritus Institute	Marzilli, Sandra A.	CL7	5
Director of Community Education	Gordon, Susan E.	CL7	8
Accounting Manager	Gallagher, Andrea A.	CL6	8
Child Development Center Manager	Thomas, Becky L.	CL6	8
Child Development Center Manager	Cavallaro, Lisa M.	CL6	8
Deputy Chief of Police	Duncan, Dennis	CL6	3
Deputy Chief of Police	Pyle, James A.	CL6	8
Risk Management Coordinator	Pagal, Earl A.	CL6	8
Purchasing Supervisor	Seifert, Shannon	CL6	8
Facilities Energy/ Manager	Avera, John G.	CL6	8
Payroll Manager	Abrams, Laura	CL6	8
Director of Public Information & Marketing	Turner, Diane	CL6	4
Management Information Analyst	King, Tamara L.	CL6	8
Central Services Supervisor	Kethley, Wayne B.	CL5	8
Facilities Maintenance Supervisor	James, Michael	CL5	6
Executive Assistant to the Chancellor	Husting, Robina	CL5	8
Executive Assistant to the Board of Trustees	Martin, Donna S.	CL5	8
Operations Supervisor	Rodgers, Anthony	CL4	1
Executive Assistant to the President	Miller, Sophie	CL4	8
Executive Assistant to the President	Radenovic, Marilyn L.	CL4	8
Executive Assistant to the Vice Chancellor	Strong, Sharyn A.	CL4	8
Executive Assistant to the Deputy Chancellor	Clavel, Cheryl R.	CL4	5
Human Resources Associate	Jeffries, Sandy	CL2	4
Administrative Secretary II	Martin, Gloria	CL1	3

* Indicates actual salary higher than Step 8 due to previous longevity. Will remain at higher salary.

South Orange County Community College District
Saddleback College

NETWORK SYSTEMS TECHNICIAN II - ID #156 – Range 130

DEFINITION

Responsible for a variety of intermediate level and hands-on technical responsibilities related to local and wide area data networks, including design, engineering and operations. Coordinate installation, management, operation and maintenance of college network systems.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction and supervision from the appropriate operating unit manager. This is an intermediate position in the area of network services. As necessary, provide assistance to other network specialists, aides and students in the implementation and operation of an efficient and effective data network.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Analyze requirements, performs cost analyses and feasibility studies as requested; develop plans and designs, prepare detailed technical operational specifications or requests for proposals and other documentation required for development and implementation of network systems.

Assist in evaluating network requirements and recommends modifications and/or new equipment; analyze technical problems and recommend appropriate corrective measures.

Participate in technical field surveys to determine network site locations; assist in the development of detailed system design criteria; prepare equipment specifications, prepare purchase requisitions and assist with procurement processing; evaluate equipment to determine compliance with specifications.

Coordinate activities involved with analysis and troubleshooting of technical problems in the operation of networks and network equipment; initiate appropriate corrective action.

Interact and direct vendor service technicians and consultants in the installation and maintenance of data communications systems.

Create and maintain documentation of district-wide network facilities, including cabling, conduit and equipment.

Perform related duties as assigned.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required 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 functions.

South Orange County Community College District
Page 2 - Network Systems Technician II

Work Environment

Moderate exposure to dust, grease, noise, inclement weather, temperature extremes, and unpleasant but not hazardous odors. Occasional exposure to risks controlled by safety precautions. Frequency and severity are limited.

Physical Demands

Sustained posture or intense attentiveness for prolonged periods. Light lifting (less than 30 lbs.), some walking, pushing, pulling, on a regular basis.

QUALIFICATIONS

Knowledge of:

Working knowledge of disciplines related to data networks (LAN/WAN).

Data and network standards and applications including common LAN protocols and topology, Ethernet, DECnet, Local Area Transport (LAT), Open DECconnect System, serial and parallel communications, Novel IPX/SPX, TCP/ IP, Appletalk, PhoneNET, 10baseT/100baseT, FDDI, Frame Relay and ATM.

Application of microcomputers to perform tasks and a working knowledge of commonly used microcomputer programming languages and application programs.

Principles and practices of basic data communication circuitry including twisted pair wiring installation, M-66 punch block connections, cable bundling and circuit tracing, modular jack terminations.

Equipment and materials currently available for new and revised data network installations.

Electronic and communication circuit test equipment such as Digital Multimeter, continuity testers, telephone circuit tracers.

Fundamentals of personal computer operation, specifically installation and maintenance techniques and testing data communications connections.

Use of telecommunication tools and equipment required for installation and maintenance of telephone and data communication circuits and wiring.

South Orange County Community College District
Page 3 - Network Systems Technician II

Ability to:

Conduct surveys of existing network installations, evaluate their effectiveness and efficiency and recommend design modifications to systems or equipment, as necessary.

Assimilate and analyze data and prepare accurate and concise engineering reports and studies.

Analyze technical problems accurately and recommend or take an effective course of action.

Modify a variety of network and electronic systems and equipment.

Coordinate large projects requiring the involvement of several departments.

Train other staff in network operating principles and district network environment.

Make system programming changes to network equipment and systems and program mini or microcomputers in commonly used languages and application programs.

Work independently with minimum of direct supervision.

Establish and maintain effective working relationships with others.

Communicate clearly and concisely, both orally and in writing, on technical subjects to those familiar and unfamiliar with technical matters.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Qualified applicants will possess (or exhibit) any combination of experience and training likely to provide the required knowledge and abilities.

Minimum of 18 months technical work experience in data communication and network service operations as a network technician. Evidence of working in small technical work groups in a project task force or support environment.

South Orange County Community College District
Page 4 - Network Systems Technician II

Training:

Minimum: Bachelor's degree or equivalent technical training with course work in computer science, information systems, telecommunications, data communications or network technology. Substantial directly related work experience may substitute for formal education.

BID

SITE IMPROVEMENTS AND SIG
ADVANCED TECHNOLO

Decem

	LOS ANGELES ENGINEERING *	CAL-I ENGINE	N	
BASE BID	\$1,870,000	\$2,060,463	\$2,383,919	\$2,515,000
ALTERNATE No. 1	\$17,000	\$20,000	\$50,000	\$55,000
ALTERNATE No. 2	\$13,500	\$25,000	\$20,000	\$65,000
ALTERNATE No. 3	\$13,700	\$18,000	\$30,442	\$25,000
TOTAL	\$1,914,200	\$2,123,463	\$2,484,361	\$2,515,000

* Recommended award

Launch of the Advanced Technology and Education Park (ATEP)
South Orange County Community College District
PROJECT BUDGET
December 13, 2004

DESCRIPTION	APPROVED ADJUSTED BUDGET	ADJUSTMENTS	REVISED ADJUSTED BUDGET
		12/8/04	
BUILDING CONSTRUCTION COSTS			
BUILDING - A Administration/Homeland Security	662,210	2,905	665,115
BUILDING - B Multi-purpose Classrooms	364,835	2,057	366,892
BUILDING - B Janitor Closet/Storage/MDF	37,229	173	37,402
BUILDING - C Gathering/Vending/Café/Dining Area	207,517	779	208,296
BUILDING - D Laser Electro-Optics Technology/Lab Support	431,272	2,092	433,364
BUILDING - D Electrical Closet/Storage	71,962	267	72,229
BUILDING - E1 Design Model Making & Rapid Prototyping Lab	337,026	1,569	338,595
BUILDING - E2 Multi-purpose Computer Lab	262,881	1,476	264,357
BUILDING - E Student Restrooms	74,146	302	74,448
Reimbursable costs		2,500	2,500
SUBTOTAL - BUILDING CONSTRUCTION COSTS	2,449,078	14,120	2,463,198
ON/OFF-SITE IMPROVEMENTS			
Parcel I- E- 3 Sitework (Measured from curb to curb)	2,075,000	(160,800)	1,914,200
Parcel IV-J-4 Sitework (Parking Area)	Incuded above		
Future Sign Monument at Portal Entrance		150,000	150,000
SUBTOTAL - ON/OFF-SITE IMPROVEMENTS	2,075,000	(10,800)	2,064,200
TOTAL CONSTRUCTION COSTS	4,524,078	3,320	4,527,398
CONSULTANT & SERVICES			
Project and Construction Management			
Planning/Programming/Due Diligence	57,000		57,000
Schematic Design/Design Development	70,000		70,000
Construction Documents/Construction	183,000	193,970	376,970
Reimbursables	20,000		20,000
Civil Engineer	71,900	13,500	85,400
Dry Utility Consultant	28,500	14,500	43,000
Geotechnical	25,000		25,000
Architect of Record	36,058		36,058
Telecommunications Consultant	20,000		20,000
Reimbursables	-	5,000	5,000
Testing and Inspections	70,000		70,000
Signage/Graphics	11,870	20,000	31,870
LEED/Commissioning Consultant	18,500		18,500
Archaeological Consultant		20,000	20,000
Palentological Consultant		20,000	20,000
TOTAL - CONSULTANTS & SERVICES	611,828	286,970	898,798
FEES & DIRECT OWNER COSTS			
DSA Plan check	85,000		85,000
Utilities : Connection Fees and Plan check *	55,000	10,000	65,000
City of Tustin Fees	50,000	10,000	60,000
Plans	N/A		0
TOTAL - FEES & DIRECT OWNER COSTS	190,000	20,000	210,000
CONTINGENCY	340,994	109,006	450,000
FURNITURE, FIXTURES, & EQUIPMENT (FF&E)	700,000		700,000
Office and classroom furniture/furnishings			
Telecommunications (Voice and Data)			
TOTAL - FURNITURE, FIXTURES, & EQUIPMENT (FF&E)	700,000		700,000
TOTAL - PROJECT BUDGET	6,366,900	419,296	6,786,196

AGREEMENT

THIS AGREEMENT, dated the 20th day of December, 2004, in the County of Orange, State of California, is by and between **South Orange County Community College District**, (hereinafter referred to as "DISTRICT"), and **Los Angeles Engineering, Inc.**, 4134 Temple City Blvd., Rosemead, CA 91770. (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:

BID NO. 260D**SITE IMPROVEMENTS AND SIGNAGE FOR THE LAUNCH OF ATEP
Base Bid and Alternates No. 1, 2, and 3**

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, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check 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 One Million Nine Hundred Fourteen Thousand Two Hundred and No/100 Dollars (\$ 1,914,200.00).

4. The work shall be commenced on or before the fifth (5th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within One Hundred Ninety Four (194) 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 One Thousand Dollars (\$1,000.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. 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 nonappropriation 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. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, 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:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

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 \$1,000,000.00

and

Subject to the same limit
for each person on account
of one accident,
in an amount not less than \$1,000,000.00

Property Damage Insurance
in an amount not less than \$1,000,000.00

Course of Construction
Insurance without exclusion
or limitation in an
amount not less than Full amount of agreement.

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

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 Kim Zuccaro, whose title is Vice 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

Print Name

Print Name

Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF
CONTRACTOR, if corporation)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM: 40
FROM:	CHANCELLOR	DATE: 12/13/04
SUBJECT:	IRVINE VALLEY COLLEGE: PERFORMING ARTS CENTER/ THEATER: APPROVAL OF ADDITIONAL FUNDING	
REASON FOR BOARD CONSIDERATION:	APPROVAL	

BACKGROUND

On October 27, 2003, the Board of Trustees approved hiring Arquitectonica to provide architectural services for this project. As part of the 2003-04 Capital Outlay program, the state has approved \$14,472,000 to fund this project; the Board of Trustees has approved additional local funds in the amount of \$8,115,000 for a total project budget of \$22,587,000.

STATUS

As reported in previous months information items, current costs estimates show that the approved budget is not sufficient to cover the anticipated cost of constructing this project. Of particular relevance is the cost analysis prepared by C. W. Diver on October 7, 2004 (EXHIBIT A) because takes into account recent bid prices for similar projects, namely the Westminster Cultural Center and the Rancho Cucamonga Cultural Center. EXHIBIT B is a budget outline revised according to C. W. Driver's cost estimate and includes an escalation coefficient of 6%. The revised total cost of the project is estimated at \$29,326,000. The need for additional funding is estimated at \$6,739,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve additional funding in the amount of \$6,739,000 from basic aid to augment the budget for the construction of the Performing Arts/Theater project at Irvine Valley College.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

C.W. Driver
BUILDERS SINCE 1919

October 7, 2004

Mr. Raul Villalba
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635

Re: Irvine Valley College
Proposed Performing Arts Center
Preconstruction Services

Dear Mr. Villalba,

We want to summarize our budgeting efforts to this point and express our sincere concern that this project as currently designed is significantly over your stated available funds. We are submitting an Estimate of Probable Cost based on drawings titled "50% Construction Document Progress Set" provided by Arquitectonica as well as several phone conversations and two meetings with the architect. Also included for consideration is the Geotechnical Investigation Report provided by American Geotechnical dated September 15, 2004. Our estimated projected cost of construction is \$24,800,000 for an approximately 60,000 square foot building. This number includes a 5% contingency and a 6% escalation factor.

In addition to the Estimate of Probable Cost mentioned above, C. W. Driver has just started construction on two performing arts centers, which provide up to date cost information that must be considered. On July 20, 2004 trade contractor bids were received for the Westminster Cultural Center, which includes approximately 33,839 square feet of building area and 65,278 square feet of site area. The cost of construction including construction management fees is approximately \$473.75 per square feet.

Major trade contractor bids for the Rancho Cucamonga Cultural Center were received on July 27, 2004 and miscellaneous trade contractor bids were submitted October 5, 2004. This project includes approximately 88,720 square feet of building area and 136,000 square feet of site area. The cost for this project including construction management fees is \$414.43 per square foot.

Both of these projects have already been subjected to extensive value engineering including reduction of the height of the fly tower, converting to packaged HVAC systems in lieu of central plant configurations, reduction of finishes, and deferral of build out of selected spaces. Non-program areas were reviewed and reduced where possible. Using these two projects as cost models, assuming a building area of 60,000 square feet, today's cost for the IVC Performing Arts should be in the range of \$24,000,000 to \$28,000,000. These numbers are based on July through October 2004 and do not include any escalation from now to the beginning of construction.

C.W. Driver
BUILDERS SINCE 1919

It is our opinion that significant measures must be taken to reduce the volume, size, scope and level of finishes of this structure in order to bring the project costs within the available funds. A reasonable contingency should also be considered due to the unprecedented increase in construction costs since the beginning of the year.

C.W. Driver has had a successful relationship with the South Orange County Community College District and regards the contribution that Saddleback College and Irvine Valley College make to the quality of life in Orange County as substantial. We believe a new performing arts center at IVC will be an asset to both the college and the community. We are hopeful that a project can be developed that will meet both the needs of the program and the difficult budget constraints that have been aggravated by the current construction market.

If you have further questions, please call.

Best regards,

Robert D. Shafer



Chief Estimator
C.W. Driver

Irvine Valley College
Performing Arts Center
50% CD's Estimate of Probable Cost

C. W. DRIVER CONTRACTORS
DIVISION SUMMARY
October 7, 2004

Seq	Description	Notes	Total	Percent	Cost per Sqft
Division 1	Site Specific General Conditions		366,289	1.5%	\$5.94
Division 2	Site Improvements		944,011	3.8%	\$15.30
Division 3	Concrete		1,666,865	6.7%	\$27.02
Division 4	Masonry		170,000	0.7%	\$2.76
Division 5	Metals		3,024,422	12.2%	\$49.02
Division 6	Wood & Plastics		184,540	0.7%	\$2.99
Division 7	Thermal & Moisture Protection		1,028,675	4.1%	\$16.67
Division 8	Doors and Windows		1,129,115	4.5%	\$18.30
Division 9	Finishes		4,237,604	17.1%	\$68.68
Division 10	Specialties		303,904	1.2%	\$4.93
Division 11	Equipment		1,307,252	5.3%	\$21.19
Division 12	Furnishings		NIC	0.0%	\$0.00
Division 13	Special Construction		NIC	0.0%	\$0.00
Division 14	Conveying Systems		202,000	0.8%	\$3.27
Division 15	Mechanical		3,421,984	13.8%	\$55.46
Division 16	Electrical		2,735,339	11.0%	\$44.33
SUBTOTAL			20,722,000	83.5%	\$335.85
	Trade Constructor Bonds		0	0.0%	\$0.00
	Preconstruction (NIC)				
	Permits & Special Insur. (NIC)				
	Construction Management Overhead & F	8.00%	1,657,760	6.7%	\$26.87
	Contingency	5.00%	1,036,100	4.2%	\$16.79
	Escalation	6.00%	1,404,952	5.7%	\$22.77
Total Estimate			24,820,811	100.0%	\$402.28

Gross Sqft:	61,076
Total Cost/Sqft:	\$406.39

PERFORMING ARTS CENTER/ THEATER
AT
IRVINE VALLEY COLLEGE

EXHIBIT B

December 13, 2004

BUDGET OUTLINE

1. PLANS

A. Architect's fee for preliminary plans	8%x .35x Total Constr. Cost	619,556	
B. Architect's fee for working drawings	8%x .45x Total Constr. Cost	796,572	
C. Project Management		121,438	
D. DSA, plan check fee	Access Compliance	4,513	
	Structural/ Life Safety	112,635	
E. Community College, plan check fee	.1429%x Total Constr. Cost	31,619	
F. Preliminary Tests (Soils, Survey, etc.)		15,000	
G. Other Costs	Storm Water Consultant	6,500	
	Storm Water Application	700	
	Legal Advertising	10,000	
	Printing	30,000	
	Labor Compliance	92,933	
		<hr/>	
Subtotal Plans			1,841,467

2. CONSTRUCTION

A. Approved construction budget		17,521,750	
B. Additional based on current construction costs		3,200,250	
C. Escalation to mid point of construction		1,405,000	
		<hr/>	
Subtotal Construction Contract			22,127,000

4. Tests and Inspection	2%x Total Constr. Cost	442,540	
5. Contingency (including relocation expenses)	5%x Total Constr. Cost	1,106,350	
6. Multiple Prime Construction Management		1,650,000	
7. Architectural and Engineering Oversight	8%x.2x Total Constr. Cost	354,032	
8. Total Construction Costs (Items 3 through 7 above)		<hr/>	25,679,922
9. Furniture and Group II Equipment		1,805,000	
10. Total Project Costs (Items 2, 8 and 9)		<hr/>	\$29,326,389
			<hr/>
			\$22,587,000
			<hr/>
			\$6,739,000

LESS CURRENT BUDGET

ADDITIONAL FUNDS NEEDED (round to thousands)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	41
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT: IRVINE VALLEY COLLEGE: PARKING LOT 5 EXTENSION: APPROVAL OF ADDITIONAL FUNDING			
REASON FOR BOARD CONSIDERATION: APPROVAL			

BACKGROUND

On May 27, 2003, the Board of Trustees approved the 2005-06 Five-Year Construction Plan, which included, as priority No. 7, the expansion of parking lot 5 at Irvine Valley College with an estimated cost of \$1,480,000. At the same time, the board approved \$730,000 from basic aid to partially fund the project. This project is needed to support the Performing Arts/ Theater and the Business Technology & Innovation Center and was again included in the 2006-07 Five-Year Construction Plan as priority No. 3.

STATUS

Plans for Parking Lot 5 Expansion at Irvine Valley College are being developed concurrently with the Performing Arts/ Theater project and construction of both projects should take place at the same time. A recent cost analysis prepared by Rider Hunt Levett & Bailey on October 25, 2004, estimates that the current \$1,480,000 budget is adequate, EXHIBIT A. Since only \$730,000 has been approved for this project, there is a need to fund the balance of the estimated cost.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve \$750,000 from basic aid to increase the total funding for the Parking Lot 5 Expansion at Irvine Valley College to a total of \$1,480,000.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

PARKING LOT 5 EXTENSION

EXHIBIT A

AT

IRVINE VALLEY COLLEGE

December 13, 2004

BUDGET OUTLINE

1. PLANS

A. Architect's fee for preliminary plans	8%x .35x Total Constr. Cost	35,000	
B. Architect's fee for working drawings	8%x .45x Total Constr. Cost	45,000	
C. Other design consultant fees		0	
D. Plan check fee	1.1%x Total Constr. Cost	13,750	
E. Community College, plan check fee		0	
F. Preliminary Tests (Soil & Topographic survey)		7,500	
G. Other Costs	Legal Advertising	1,400	
	Reproduction Costs	1,600	
	Storm Water Management	6,000	
		<u>6,000</u>	
Subtotal Plans			110,250

2. CONSTRUCTION

G. Parking Lot Construction (based on bid price for lot 14 at SC)		<u>1,250,000</u>	
Subtotal Construction Contract			1,250,000

3. Tests and Inspection	3%x Total Constr. Cost	37,500	
4. Contingency	5%x Total Constr. Cost	62,500	
5. Construction Management Consultant		0	
6. Architectural and Engineering Oversight	8%x.2x Total Constr. Cost	20,000	
7. Total Construction Costs (Items 3 through 7 above)		<u>1,370,000</u>	
8. Furniture and Group II Equipment		0	
9. Total Project Costs (Items 2, 8 and 9)			<u>\$1,480,250</u>
	LESS ALREADY APPROVED FUNDS		<u>\$730,000</u>
	ADDITIONAL FUNDS NEEDED (round to nearest thousand)		<u>\$750,000</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM: 42
FROM:	CHANCELLOR	DATE: 12/13/04
SUBJECT:	SADDLEBACK COLLEGE: TAS BUILDING REPAIR: APPROVAL OF ADDITIONAL FUNDING	
REASON FOR BOARD CONSIDERATION:	APPROVAL	

BACKGROUND

On May 24, 2004, the Board of Trustees approved funding from basic aid to repair several buildings at both campuses, including the repair of the TAS building at Saddleback College. The budget for this project is \$971,000.

STATUS

The architect, with staff and faculty, has been working on this project and, assuming that the building structure and the second floor do not need any repairs, has prepared a conceptual estimate that shows the cost of work in the TAS building at \$1,354,886 (EXHIBIT A). When the soft costs and the cost of renovating some buildings in the lower campus to serve as swing space are added, the revised estimated budget is \$1,956,000 (EXHIBIT B). There is a need to increase the budget by \$985,000 to cover the additional cost.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve additional funding in the amount of \$985,000 from basic aid to augment the budget for the TAS Repair project at Saddleback College.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

Saddleback College
Technology and Applied Sciences Building Slab Rehab
Building Retrofit

Conceptual Estimate
October 26, 2004

GKK WORKS
20411 SW Birch Street
Newport Beach, Ca

Saddleback College
Technology and Applied Sciences Building Slab Rehab

INTRODUCTION

1. Basis Of Estimate

- A Architectural Drawings - A - 2.1 First Floor Plan labled DSA Submittal

2. Assumptions:

- A Removal of furnishings and equipment by Saddleback College
- B Wall, ceiling and floor finishes to be replaced in kind. Upgrades of existing finishes are **not included**.
- C Architecture and engineering fees are included in a separate agreement.
- D Testing and inspection fees are **not included**.
- E Cabinets and display cases are salvaged and reinstalled where possible.
- F Revisions to the exterior of the building are limited to repair of existing damage and replacement of existing door units.
- G 2nd Floor to remain occupied and functional during 1st Floor repairs.
- H HVAC scope is minimal and confined to restoration of the existing system.
- I The new floor plan shall be similar in overall layout to the existing configuration. Allowance has been made for minor ADA related changes.
- J Seismic upgrades to the existitng structural frame are **not included**.
- K Costs for Interim Housing are **not included**.

3. Notes

It is recommend that the client review this statement, and that any interpretations contrary to those intended by the design documents be fully addressed. The statement is based upon a detailed measurement of quantities when possible, and reasonable allowances for items not clearly defined in the documents.

This Statement reflects probable construction costs obtainable in a competitive and stable bidding market. This estimate is based upon a minimum of four competitive bids from qualified general contractors, with bids from a *minimum of three (3)* subcontractors per trade. This statement is a determination of fair market value for the construction of the project and is not intended to be a prediction of low bid. Experience indicates that a fewer number of bidders may result in a higher bid amount, and more bidders may result in a lower bid result.

Saddleback College
Technology and Applied Sciences Building Slab Rehab

SUMMARY

DESCRIPTION		COST	S/SF
A	SUB-STRUCTURE	\$ 226,908	26
	Foundations	226,908	
	Basement Construction	0	
B	SHELL	\$ 60,000	7
	Superstructure	0	
	Exterior Closure	60,000	
	Roofing	0	
C	INTERIORS	\$ 263,846	30
	Interior Partitions and Doors	89,925	
	Wall Finishes	38,155	
	Floor Finishes	29,835	
	Ceiling Finishes	32,900	
	Casework / Millwork	50,875	
	Specialties	22,156	
D	SERVICES	\$ 230,425	26
	Conveying	0	
	Plumbing	96,550	
	Heating, Ventilation and Air Conditioning	19,200	
	Fire Protection	none	
	Electrical	114,675	
F	SPECIAL CONSTRUCTION	\$ 57,597	7
	Special Construction	0	
	Selective Demolition	57,597	
G	BUILDING SITEWORK	\$ 10,000	1
	Site Improvements	10,000	
Z	GENERAL	\$ 505,110	57
	General Requirements & Fee	227,520	
	Contingencies	218,590	
	Phasing Premium	59,000	
TOTAL CONSTRUCTION COST		\$ 1,353,886	154

BUILDING GROSS AREA: 8,800 SF
PRICING PACKAGE:

REPAIR TAS BUILDING
AT
SADDLEBACK COLLEGE

EXHIBIT B

December 13, 2004

BUDGET OUTLINE

1. PLANS

A. Architect's fee for preliminary plans	10%x .35x Total Constr. Cost	56,000	
B. Architect's fee for working drawings	10%x .45x Total Constr. Cost	72,000	
C. Other design consultant fees		0	
D. DSA, plan check fee	1.1%x Total Constr. Cost	17,600	
E. Community College, plan check fee	.1429%x Total Constr. Cost		
F. Preliminary Tests (Soil)		7,500	
G. Other Costs (advertising, plans)		3,000	
Subtotal Plans			<u>156,100</u>

2. CONSTRUCTION

A. Reconstruction (as per architect's estimate)		1,354,000	
B. Other: Renovating lower campus buildings for temporary use		246,000	
Subtotal Construction Contract			<u>1,600,000</u>

3. Tests and Inspection	3%x Total Constr. Cost	48,000	
4. Contingency (including relocation expenses)	5%x Total Constr. Cost	80,000	
5. Construction Management Consultant		0	
6. Architectural and Engineering Oversight	10%x.2x Total Constr. Cost	32,000	
7. Total Construction Costs (Items 3 through 7 above)			<u>1,760,000</u>
8. Furniture and Group II Equipment		40,000	
9. Total Project Costs (Items 2, 8 and 9)			<u>\$1,956,100</u>
LESS APPROVED BUDGET			<u>\$971,000</u>
ADDITIONAL FUNDS NEEDED (round to thousands)			<u>\$985,000</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO: BOARD OF TRUSTEES	ITEM: 43
FROM: CHANCELLOR	DATE: 12/13/04
SUBJECT: BOARD POLICY REVISIONS: MISCELLANEOUS POLICIES OF THE 4000 SECTION OF THE BOARD POLICY MANUAL	
REASON FOR BOARD CONSIDERATION: ACCEPTANCE FOR REVIEW AND STUDY	

BACKGROUND

It is the policy of the South Orange County Community College District that the complete set of board policies and administrative regulations be periodically reviewed to ensure that they are satisfactory, meet the District's needs, and be in compliance with current laws and regulations. Because the District's board policies and administrative regulations have not been reviewed completely since 1991, with the exception of a technical review in 1999, a thorough review is now in order.

STATUS

Eleven policies in the 4000 Series (Personnel Section) are being presented for review and study. The policies being recommended for adoption and/or revision are: BP-4005, 4077.1, 4080, 4082, 4083, 4085, 4090, 4101, 4113, 4117, and 4120. BP-4005 is a new policy, BP-4120 is being deleted, BP-4085 has no changes, and the remaining eight policies are being amended. The language/amendments to these policies were made by District administration and by legal counsel Warren Kinsler of Andelson, Loya, Ruud, and Romo. The policies were emailed to the District's Shared Governance units for their review and input on October 14, 2004. Although the policies were presented to the board for Acceptance for Review and Study at the November 16, 2004 meeting, the board requested further review, with the policies being presented again for Acceptance for Review and Study at the December board meeting.

RECOMMENDATIONS

The Chancellor recommends that the Board of Trustees accept for review and study the miscellaneous policies in the 4000 Series (Personnel Section) of the Board Policy Manual, as shown in Exhibits 1 through 11.



Item Submitted by:	Dr. Thomas F. Anderson, Vice Chancellor, Educational Services
Item Reviewed by:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

PERSONNEL

HIPAA/CMIA PRIVACY POLICY

A. Purpose

Medical information regarding an individual is protected by the Confidentiality of Medical Information Act (CMIA) and may be protected by the Health Insurance Portability Accountability Act (HIPAA). It is the intent of the District to protect the privacy of medical information in accordance with these laws.

This policy is intended to do the following:

1. Serve as a foundation for the District's privacy practices;
2. Describe what health or health-related information is considered private;
3. Outline in part individual rights regarding private medical information (PMI)1;
4. Designate the HIPAA Privacy Officer and Complaint Official; and
5. Require employee training in Protected Health Information (PHI). PHI is defined as "individually identifiable information, in electronic, paper or oral form, which is created or received by or on behalf of the District or its health care components."

Individual departments within the District shall also be responsible for developing additional policies and procedures as necessary to safeguard PMI. Such policies are subject to approval by the Privacy Officer and must be consistent with this policy. This Policy pertains to all District individuals who have access to, use, or disclose PMI. The District's Privacy Officer develops and implements policies and procedures with respect to HIPAA compliance and receives HIPAA non-compliance allegations.

B. Definitions

1. Authorization

Authorization means the execution of a written document required for the District to use or disclose PMI. Authorization must be obtained in advance of use or disclosure except for purposes of emergency treatment. The Authorization

attached hereto as Exhibit "A" to this Policy is the only form approved for use by District employees.

2. Business Associate

A Business Associate (BA) is a person or an entity not a member of the District's workforce who performs a function and/or activity for a Covered Entity involving the use, disclosure or creation of PHI. The function and/or activity performed does not have to be a covered function and/or activity, but must be a function and/or activity that the Covered Entity would have had to perform themselves. All entities that perform as a BA of the District will be required to enter into a BA Agreement with the District. A BA could be, for example, a copy service that has access to PHI, or a flexible spending account's third party administrator.

3. Covered Entity

A "Covered Entity" is a health plan, a health care clearinghouse, or a health care provider that transmits any health information in electronic form in connection with a HIPAA transaction as defined by HIPAA (45 C.F.R. § 160.103).

4. Covered Functions

Covered functions refers to those functions of a covered entity, the performance of which subjects the covered entity to the HIPAA requirements, i.e. use, disclosure, or creation of PHI.

5. Hybrid Entity

A hybrid entity is a single legal entity, portions of which are covered entities within the meaning of the HIPAA that perform covered functions. The District is such a hybrid entity (45 C.F.R. § 160.103). The District's operations which perform covered functions and, therefore, are designated as health care components, are: the District's SSHC which engages in standard electronic HIPAA transactions; the District's PPO, and the District's flexible spending account.

6. Limited Data Sets

PHI that excludes the direct identifiers of the individuals, relatives, employers, or household members of the individual, listed below in subsections (a) through (p), constitutes a limited data set. Limited data sets may be used or disclosed, without written authorization, where three criteria are met: (1) the use and/or disclosure is only for purposes of research, public health, or health care operations; (2) the covered entity obtains a data use agreement from the recipient whereby the recipient agrees to limit the use of the limited data set to the purpose allowed by the rules, to limit who can use or receive the data and not to re-identify the data or

contact the individuals; and (3) where the covered entity does not have knowledge that the remaining information can be used to identify an individual.

- a. Names;
- b. Postal address information, other than town or city, State, and zip code;
- c. Telephone numbers;
- d. Fax numbers;
- e. Electronic mail addresses;
- f. Social security numbers;
- g. Medical record numbers;
- h. Health plan beneficiary numbers;
- i. Account numbers;
- j. Certificate/license numbers;
- k. Vehicle identifiers and serial numbers, including license plate numbers;
- l. Device identifiers and serial numbers;
- m. Web Universal Resource Locators (URLs);
- n. Internet Protocol (IP) address numbers;
- o. Biometric identifiers, including finger and voice prints; and
- p. Full face photographic images and any comparable images.

7. Notice of Privacy Practices

The District shall issue a "District Notice of Privacy Practices" for its Covered Entities. The notice shall specify individual rights under HIPAA as well as the District's contact information and the method of filing a complaint.

8. Private Medical Information

For purposes of this policy, Private Medical Information (PMI) includes medical information covered by both HIPAA and the CMIA. PMI is any information that could specifically identify an individual's past, present, or future health condition.

For example, medical billing records and a doctor's note. As a precautionary measure, all medical information shall be treated by District employees as PMI unless it can be clearly demonstrated to the Privacy Officer that said information is outside the scope of HIPAA or the CMIA.

9. Security

Security in this policy is defined as all measures taken by the District and its agents, contractors, officers and employees to insure that PMI is protected in a manner which complies with the HIPAA and the CMIA. Security measures include, but are not limited to, policies, procedures, practices, directives, manuals, training, and methods as they relate to compliance with HIPAA and the CMIA. Security measures may also include mechanical and technological protections such as locks, secure access rooms and containers, computer hardware and software with security levels and protocols, secure communication devices and settings, and any other method, device or practice that limits improper access to PHI.

C. Policy

1. Allowable Uses/Disclosures of PHI

PMI shall only be used and/or disclosed on a need-to-know basis or where authorization has been received. In general, PMI may not be used or disclosed by the District without an authorization except in the following circumstances:

- a. When the information is provided to the individual whose PMI it is;
- b. When the information is required by the United States Secretary of Health and Human Services to investigate compliance with the HIPAA;
- c. When the information is requested pursuant to a valid subpoena;
- d. When the information is part of a limited data set as defined above;
- e. When the information is provided to a business associate (safeguarded by a business associate agreement);
- f. When the information is provided to another government agency that is administering a public benefit health plan;
- g. When the individual, whose PMI is being disclosed, has been given an opportunity to contest the disclosure of PMI in advance;
- h. When the information is used for public health activities authorized by law;

- i. When disclosure of the information is necessary to report child abuse or neglect as authorized by law;
- j. When the information is provided to a person who may have been exposed to a communicable disease;
- k. When the information is disclosed to a government authority, which is authorized by law to receive reports of abuse, neglect, or domestic violence, because there is reasonable belief that the individual is a victim of abuse, neglect, and/or domestic violence;
- l. When the information is used for law enforcement purposes;
- m. When the District believes that disclosure of the information is necessary to avert a serious threat to health or safety;
- n. When the information is used for government programs providing public benefits;
- o. When the information is required for worker's compensation purposes;
- p. When the information is used or disclosed to a business associate or to an institutionally related foundation for the purpose of raising funds for its own benefit. PHI released can only be in the form of demographic information relating to an individual and dates of health care provided to an individual used for fundraising;
- q. When the information is disclosed for underwriting and related purposes.

2. Internal Audit

In order to ensure appropriate use and disclosure PMI, each department shall audit itself on a semi-annual basis. Each Department shall identify PMI in its possession, then determine whether there are potential HIPAA and CMIA violations and develop a plan for correction. Upon completion of the audit, the information shall be delivered to the District Privacy Officer. The Privacy Officer shall work with each department head to create a Remediation Plan, if necessary.

3. Individual Rights

An individual has the following rights as to his or her PHI protected under HIPAA. Individuals covered by HIPAA have the following rights:

- a. The right to request restrictions on certain uses and disclosures of protected health information as provided by 45 C.F.R. § 164.522(a);

- b. The right to receive his or her PHI confidentially as provided by 45 C.F.R. § 164.522(b), as applicable;
- c. The right to inspect and copy his or her PHI held in the covered entity's designated record set as provided by 45 C.F.R. § 164.524;
- d. The right to request amendments to his or her PHI held in the covered entity's designated record set as provided by 45 C.F.R. § 164.526; and
- e. The right to receive an accounting of disclosures of protected health information as provided by 45 C.F.R. § 164.528.

For individually identifiable medical information protected by the CMIA, but not HIPAA, an employee shall have the right to review and copy his or her medical information.

4. District Privacy Official and Contact Person

The District Privacy Official is Tom Anderson. The Privacy Official is responsible for resolving complaints under HIPAA and/or the CMIA. This official shall be identified as the person to receive complaints of alleged HIPAA and/or CMIA violations. Specific duties include, but are not limited to:

- a. Pursuant to HIPAA, develop privacy policies and procedures and the Notice of Privacy Practice;
- b. Develop training documents for the workforce on policies and procedures regarding PHI;
- c. Set up a complaint process and sanctions;
- d. Track all PHI;
- e. Ensure policies are implemented for determining when an individual can inspect, copy, amend, or request restrictions on their PHI disclosures;
- f. Receiving complaints from individuals concerning violations of HIPAA and/or CMIA and requirements;
- g. Logging all complaints received and tracking the disposition of the complaints;
- h. Reviewing complaints for allowable uses and disclosures and disposing of complaints that identify allowable uses and disclosures;

- i. Reviewing complaints for non-HIPAA and/or non-CMIA related issues and referring the individuals to the appropriate organization, if any;
- j. Identifying and investigating all HIPAA and/or CMIA-related complaints including allegations of: inappropriate use or disclosure of PMI; inappropriate disposal of PMI; denial of access to PMI; denial of amendments to PMI;
- k. Coordinating and collaborating with members of the workforce to investigate and develop actions to resolve the complaints;
- l. Resolving complaints, seeking approval of the resolution (from the complainants) and overseeing implementation of the resolution; Resolutions can include changes in business practices or information technology changes; personnel actions; contract changes or terminations, etc.;
- m. Serving as the District's liaison with the federal and/or state government with respect to any inquiries into HIPAA and/or CMIA privacy violation complaints.

The District's Contact Person for complaints concerning HIPAA and/or the CMIA, as well as questions regarding the Notice of Privacy Practices is the Vice Chancellor of Educational Services.

5. Sanctions and Penalties

Employees may be subject to discipline, up to and including termination for violations of this policy, which includes the inappropriate use or disclosure of PMI.

In addition, federal authorities may sanction employees and the District for violations of the HIPAA privacy rule as follows:

- a. Civil penalties of not more than \$100 per incident. Not more than \$25,000 per person, per calendar year, per standard;
- b. Criminal penalties for violations of the Privacy Rule:
 - 1) A person who knowingly and in violations of the privacy rule either (a) obtains individually identifiable health information relating to an individual; or (b) discloses individually identifiable information to another person may have a criminal penalty assessed against them. Any violator may be fined up to \$50,000 or imprisoned for up to one (1) year, or both;

- 2) Where a known violation is committed under false pretenses, the person may be fined up to \$100,000 or imprisoned for up to five (5) years, or both;
- 3) Where a known violation is committed with the intent to sell, transfer, or use individually identifiable health information for commercial advantage, personal gain, or malicious harm, a person can be fined up to \$250,000, and/or incarcerated for not more than ten (10) years.

Any violation of CMIA that results in economic loss or personal injury to a patient is punishable as a misdemeanor. Any person and/or entity that negligently, knowingly, or willfully discloses medical information, in violation of CMIA, may be assessed fines or civil penalties.

6. Training

The District shall train employees so that they understand their obligations under this policy. The training requirement may be satisfied by providing new employees with a copy of this privacy policy and documenting that new members have reviewed the policies. From time to time, the District may provide training through live instruction, video presentations, or interactive software programs.

7. Audit and Compliance

Each department is responsible for compliance with this policy. The Privacy Officer may, in his or her discretion, audit and examine the procedures and practices of any department to ascertain compliance with the requirements of this policy.

CHANGE OF ASSIGNMENT

The appropriate ~~administrators,~~
managers ~~and/or supervisors~~ are
authorized to change the assignment of
an employee for up to one (1) day
without initiating a change of salary.

The appropriate managers are authorized
to change the assignment of an employee
for up to one (1) day without initiating a
change of salary.

Requests for a change of an employee's
assignment in excess of one (1) day will
be directed to the ~~Executive Vice~~
~~Chancellor of Administrative and~~
~~Business Services.~~ ~~The Executive Vice~~
~~Chancellor of Administrative and~~
~~Business Services~~ will submit a
recommendation to the Chancellor
concerning any proposed change in an
employee's assignment.

Requests for a change of an employee's
assignment in excess of one (1) day will
be directed to the Chancellor's designee,
who will submit a recommendation to
the Chancellor concerning any proposed
change in an employee's assignment.

When a classified ~~leadership~~ employee
is temporarily assigned to a higher
classification for more than five (5) work
days within a 15 calendar day period, the
employee's salary will be adjusted
upward for the entire period of work in
the higher classification at a rate that
reasonably reflects the duties to be
performed outside of the employee's
regular classification.

When a classified management
employee is temporarily assigned to a
higher classification for more than five
(5) work days within a 15 calendar day
period, the employee's salary will be
adjusted upward for the entire period of
work in the higher classification at a rate
that reasonably reflects the duties to be
performed outside of the employee's
regular classification.

DRAFT BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

EXHIBIT 3

4080

PERSONNEL

PERSONAL NECESSITY LEAVE FOR ADMINISTRATORS AND CLASSIFIED LEADERSHIP PERSONNEL

Accumulated sick leave may be used by an employee in cases of personal necessity; however, a personal necessity leave can not exceed six (6) days in any single fiscal year. Events or conditions considered as personal necessity shall include the following reasons:

1. Death of a member of the immediate family. The immediate family includes the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or a former spouse of the employee, or any relative living in the immediate household of the employee (Calif. Ed. Code, Sections 87788, 88194). This leave would be in addition to normal bereavement leave.
2. An accident involving a person or property, or the person or property of a member of the immediate family (Calif. Ed. Code, Sections 87788, 88194; paragraph 1 of this policy). The accident shall be of such an emergency nature that the immediate presence of the employee is required during the work day.

PERSONAL NECESSITY LEAVE FOR ADMINISTRATORS AND CLASSIFIED MANAGEMENT PERSONNEL

Same

1. Death of a member of the immediate family. The immediate family includes the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or a former spouse of the employee, or any relative living in the immediate household of the employee. This leave would be in addition to normal bereavement leave.
2. An accident involving a person or property, or the person or property of a member of the immediate family. The accident shall be of such an emergency nature that the immediate presence of the employee is required during the work day.

PERSONAL NECESSITY LEAVE FOR ADMINISTRATORS
AND CLASSIFIED MANAGEMENT PERSONNEL

BP-4080

3. Appearance in court as a litigant or as a witness under an official order.

3. Same

4. Serious or critical illness of a member of the immediate family (Calif. Ed. Code, Sections 87788, 88194; paragraph 1 of this policy). The illness should be such that it requires the services of a physician, and of such an emergency nature that the immediate presence of the employee is required during the work day.

4. Serious or critical illness of a member of the immediate family
The illness should be such that it requires the services of a physician, and of such an emergency nature that the immediate presence of the employee is required during the work day.

5. Compelling personal importance (Calif. Ed. Code, Section 87781.5). Additional proof may be required to substantiate a personal necessity leave claimed under this reason.

5. Compelling personal importance
Additional proof may be required to substantiate a personal necessity leave claimed under this reason.

The employee shall request approval of such a leave on the appropriate form. If the employee wished such leave charged against accumulated sick leave, it must be requested in writing by completing the appropriate box on the Absence Verification Form.

Same

Additional proof may be required to substantiate any employee's claim for a leave of personal necessity.

Same

Pursuant to Labor Code, Section 233, an employee may use the amount of sick leave he or she earns in six months to care for a parent, spouse, registered domestic partner, or child with an illness. All conditions and restrictions placed by the District upon the use by an employee of sick leave also shall apply to the use by an employee of sick leave

PERSONAL NECESSITY LEAVE FOR ADMINISTRATORS
AND CLASSIFIED MANAGEMENT PERSONNEL

BP-4080

for purposes of this paragraph. The
number of sick leave days available for
purposes of this paragraph are in
addition to the days which may be used
for purposes of personal necessity leave.

DRAFT

- References: 1) California Education Code, Sections 87781.5, 87784, 88194, and 88207
2) Labor Code, Section 233

Adopted: 6-04-69
Revised: 2-22-72
Revised: 1-10-77
Revised: 4-10-89
Revised: 4-26-99

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

PERSONNEL

HEALTH AND MEDICAL
BENEFITS FOR
ADMINISTRATORS AND
CLASSIFIED LEADERSHIP
EMPLOYEES WHILE ON
LEAVE

HEALTH AND MEDICAL
BENEFITS FOR
ADMINISTRATORS AND
CLASSIFIED MANAGEMENT
PERSONNEL WHILE ON
LEAVE

Administrators and classified leadership employees of the South Orange County Community College District shall receive medical, dental, vision, and life insurance benefits while on leave of absence in accordance with the following conditions:

Administrators and classified management personnel of the South Orange County Community College District shall receive medical, dental, vision, and life insurance benefits while on leave of absence in accordance with the following conditions:

1. Employees shall continue to receive insurance benefits while on paid leave of absence.
2. An employee on unpaid leave of absence due to illness shall continue to receive insurance benefits, provided by the District, for one year following the date the employee attained unpaid leave status.
3. Employees on unpaid leave longer than one year may continue to receive District insurance benefits beyond the one year by paying the District's costs to provide these insurance benefits.

1. Same
2. Same
3. Same

4. The benefits provided by this policy shall run concurrently with rights under the federal Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA).

DRAFT
BOARD POLICY

EXHIBIT 5

4083

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

PERSONNEL

VACATION LEAVE FOR
ADMINISTRATORS AND
CLASSIFIED LEADERSHIP
PERSONNEL

VACATION LEAVE FOR
ADMINISTRATORS AND
CLASSIFIED MANAGEMENT
PERSONNEL

Administrators shall accumulate vacation days at the rate of two (2) vacation days for each month of service during any fiscal year not to exceed twenty-four (24) days per fiscal year. ~~In the case of retirement, termination or reassignment, the employee is entitled to request payment for earned but unused vacation days prorated over the number of months worked.~~

Administrators and classified management personnel shall accumulate vacation days at the rate of two (2) vacation days for each month of service during any fiscal year not to exceed twenty-four (24) days per fiscal year. Employees may accrue vacation time up to a maximum of one and one half (1.5) times their annual vacation allowance, at which time accrual shall cease.

~~The Chancellor may approve a request for vacation days during the same fiscal year in which the vacation is earned, but the number of days cannot exceed the actual number of days earned in that fiscal year.~~

At the time of retirement, termination, or reassignment, accrued but unused vacation leave for administrators shall be paid at their daily rate and classified management personnel at their hourly rate, in effect at the time of their retirement, termination, or reassignment.

~~When circumstances preclude the taking of all earned vacation within the period allowed, a maximum of one half (1/2) of the annual vacation allowance may be carried over to the following year. Under no condition shall this accumulation exceed a total of thirty six (36) days as of June 30 of any fiscal year unless approved by the Board of Trustees.~~

Same

- Adopted: 2-13-69
- Revised: 6-14-71
- Revised: 5-27-75
- Revised: 12-10-79
- Revised: 4-30-87
- Revised: 4-10-89
- Revised: 5-11-92
- Revised: 4-26-99

DRAFT

EXHIBIT 6

BOARD POLICY

4085

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

PERSONNEL

HOLIDAYS

Holidays for all employees not covered by a collective bargaining agreement shall be those holidays designated in the California Education Code and those additional days authorized by the Board of Trustees.

References: Calif. Ed. Code, Sections, 88203, 88205, and 88205.5

Adopted: 6-14-71
Revised: 6-05-72
Revised: 12-10-79
Revised: 4-10-89
Revised: 4-26-99

DRAFT BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

EXHIBIT 7

4090

PERSONNEL

EVALUATION OF ADMINISTRATORS AND CLASSIFIED LEADERSHIP

Probationary Period

~~Individuals selected to fill classified management positions will serve a prescribed period of probation which shall not exceed one (1) year. For administrative positions, the probationary period shall not exceed two (2) years.~~

Evaluation Procedures

~~Administrators shall be evaluated semi-annually during the first two years of administrative assignment, annually during the third and fourth years of administrative assignment, and biennially thereafter. By June 20 and December 20, all performance evaluations of administrators shall be completed. For administrators who have completed the initial two-year contract, evaluations required annually or biennially must be completed by December 20. Additional evaluations may be required at the request of the Chancellor, Vice Chancellor, President, or immediate supervisor.~~

~~New classified leadership employees are to be evaluated at least annually during their first year of employment and every other year thereafter. All evaluations are to be completed by December 20.~~

EVALUATION OF ADMINISTRATORS AND CLASSIFIED MANAGEMENT PERSONNEL

Probationary Period

Classified management positions will serve a prescribed period of probation which shall not exceed one (1) year. Academic administrators shall have individual contracts approved by the Board of Trustees.

Evaluation Timelines

Both administrators and classified management personnel shall be evaluated annually. All evaluations for the preceding academic year, provided that the assignment has been ongoing for at least six months, shall be completed by September 30th, or as otherwise provided in the administrator's contract.

EVALUATION OF ADMINISTRATORS AND
CLASSIFIED MANAGEMENT PERSONNEL

BP-4090

4. Performance evaluations of administrative and classified leadership employees shall be completed by the immediate supervisor using established procedures and forms.

Performance evaluations of academic administrators and classified management personnel shall be completed by the immediate supervisor using established procedures and forms developed under the direction of the Chancellor.

DRAFT

Adopted: 9-10-79
Revised: 3-09-81
Revised: 4-10-89
Revised: 4-17-89
Revised: 5-11-92
Revised: 4-26-99

BOARD POLICY

4101

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

PERSONNEL

SALARY SCHEDULES AND
ANNUAL STEP INCREMENTS
FOR ADMINISTRATORS AND
CLASSIFIED LEADERSHIP
PERSONNEL

Salary schedules shall be adopted by the Board of Trustees for administrators and classified ~~leadership~~ personnel and shall contain an annual pay increment for each step indicated for a particular position. Copies of these schedules ~~are to~~ be on file in the Office of Human Resources.

SALARY SCHEDULES AND
ANNUAL STEP INCREMENTS
FOR ADMINISTRATORS AND
CLASSIFIED MANAGEMENT
PERSONNEL

Salary schedules shall be adopted by the Board of Trustees for administrators and classified ~~management~~ personnel and shall contain an annual pay increment for each step indicated for a particular position. Copies of these schedules shall be on file in the Office of Human Resources.

Adopted: 6-09-69
Revised: 4-10-89
Revised: 4-26-99

BOARD POLICY

4113

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

PERSONNEL

PARENTAL LEAVE FOR
ADMINISTRATORS AND
CLASSIFIED LEADERSHIP
PERSONNEL

PARENTAL LEAVE FOR
ADMINISTRATORS AND
CLASSIFIED MANAGEMENT
PERSONNEL

Administrators and classified leadership employees may request parental leave without pay for a period of up to six (6) months. Longer leaves or leave extensions may be granted by the board, depending upon the nature of the employee's position and responsibilities. This leave shall be for the exclusive purpose of child care or child rearing of a natural or adoptive child of the employee, and shall not be available for pregnancy related disabilities, or for gainful employment. The decision to grant a parental leave, and the length of the leave, if granted, shall be at the sole discretion of the Board of Trustees.

Administrators and classified management personnel may request parental leave without pay for a period of up to six (6) months within one year of the birth or placement for adoption or foster care of a child. This leave shall run concurrently with any entitlement under the Family Medical Leave Act and the California Family Rights Act.

Longer leaves or leave extensions may be granted by the board, depending upon the nature of the employee's position and responsibilities. This leave shall be for the exclusive purpose of child care or child rearing of a natural or adoptive child of the employee, and shall not be available for pregnancy related disabilities, or for gainful employment. The decision to grant a parental leave in excess of statutory entitlement, and the length of the leave, if granted, shall be at the sole discretion of the Board of Trustees.

The employee shall, prior to submitting the written leave request, ~~confer with~~ the immediate supervisor ~~concerning~~ the proposed dates and length of leave in light of the responsibilities of the employee's position. A written request shall be filed by the employee with the Office of Human Resources specifying the beginning and ending dates requested and the length of leave requested. The written request will be

The employee shall, prior to submitting the written leave request for parental leave in excess of statutory entitlement, obtain the written approval of the immediate supervisor. In approving or denying the requested leave, the supervisor shall consider the proposed dates of the leave, and the length of the leave in light of the responsibilities of the employee's position. A written request approved by the supervisor shall

submitted no later than ten (10) working days prior to the requested commencement of the leave. Depending upon the individual circumstances of the employee's need for the parental leave, the Board of Trustees may shorten or waive the advance notice requirement.

be filed by the employee with the Office of Human Resources specifying the beginning and ending dates requested and the length of leave requested. The written request will be submitted no later than ten (10) working days prior to the requested commencement of the leave. Depending upon the individual circumstances of the employee's need for the parental leave, the Board of Trustees may shorten or waive the advance notice requirement.

Return rights of employees taking parental leave pursuant to state or federal family leave law shall be as set forth in those laws and Board Policy 4117.

For parental leaves of less than six months, the employee shall be entitled to return to the same classification, but not necessarily to the same position as the employee served in, immediately prior to the leave, unless the position or classification has been discontinued under the layoff provisions of the California Education Code. Employees who do not return at the end of the authorized leave are subject to disciplinary action which may include dismissal.

For parental leaves of less than six months but in excess of any statutory entitlement, the employee shall be entitled to return to the same classification, but not necessarily to the same position as the employee served in, immediately prior to the leave, unless the position or classification has been discontinued and the employee has been served notice under the layoff provisions of the California Education Code. Employees who do not return at the end of the authorized leave are subject to disciplinary action which may include dismissal.

Pregnancy related disabilities shall be treated as any other disability for purposes of sick leave.

Same

Adopted: 7-02-69
Revised: 9-26-69
Revised: 7-10-73
Revised: 4-24-89
Revised: 4-26-99

DRAFT
BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

EXHIBIT 10

4117

PERSONNEL

FAMILY CARE LEAVE

~~This policy is enacted by the Board of Trustees in order to establish a comprehensive family care leave policy for district employees. This policy takes its basis from the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991. Administrative regulations will be established to set the eligibility and procedural requirements regarding family care leave requests. Family care leave may be taken for the following reasons:~~

- ~~1. Birth of the employee's child.~~
- ~~2. Adoption or foster care placement of a child with the employee.~~
- ~~3. Serious health condition of a child, parent, or spouse of the employee.~~
- ~~4. Serious health condition of a parent or child of the employee's spouse.~~
- ~~5. Serious health condition of a permanent member of the employee's household.~~
- ~~6. Serious health condition of the employee.~~

FAMILY MEDICAL LEAVE
FOR ADMINISTRATORS
AND CLASSIFIED
MANAGEMENT PERSONNEL

In accordance with state and federal law, the Board of Trustees shall grant family care and medical leave to eligible employees, without discrimination. Employees who are granted such leave shall be employed in the same or a comparable position upon returning from family care or medical leave, subject to any exceptions or limitations provided by law.

~~An employee requesting family care leave shall be subject to such conditions of eligibility and shall comply with all procedures, as defined in the District's administrative regulations. Any statutory changes in the law are to be considered incorporated into the board policy.~~

DRAFT

- Legal References:
- 1) Government Code, Section 12940, Unlawful employment practices; Section 12945, Pregnancy; childbirth or related medical condition; unlawful practice; Section 12945.2, California Family Rights Act; family care leave; definitions; conditions; Section 19702.3, Family care leave; exercise of rights
 - 2) Title 2, California Code of Regulations, Sections 7297.0-7297.9, Family care leave;
 - 3) Title 29, United States Code, Sections 2601, 2611-2619, 2631-2636, 2651-2654, Family and Medical Leave Act of 1993;
 - 4) Title 29, Code of Federal Regulations, Section 825, Family and Medical Leave Act of 1993

Adopted: 5-10-93
Revised: 4-26-99

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

PERSONNEL

CONFLICT RESOLUTION PROCEDURE FOR
ADMINISTRATORS AND CLASSIFIED LEADERSHIP
PERSONNEL

All employees are entitled to due process concerning grievances according to the following procedures:

~~DELETED.~~ Please remove from the Board Policy Manual.

1. ~~Issues of conflict (other than dismissal proceedings) shall be discussed with the employee's immediate administrator in an attempt to resolve the issue.~~
2. ~~If the issue is not resolved to the satisfaction of the employee, within seven (7) work days after a review by the immediate supervisor, the employee may forward a written statement describing the nature of the grievance and the proposed solution to the Chancellor or to the appropriate college president. The Chancellor or the appropriate college president will review and respond to the grievance within seven (7) work days after receiving the grievance.~~
3. ~~If the employee is not satisfied after the employee received the Chancellor's or College President's solution to the grievance, the employee may request the Chancellor to review the grievance again. After this review, the Chancellor's recommendations or decision is final.~~

Adopted: 3-20-72
Revised: 4-23-73
Revised: 4-10-89
Revised: 4-26-99

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO: BOARD OF TRUSTEES	ITEM: 44
FROM: CHANCELLOR	DATE: 12/13/04
SUBJECT: <u>BOARD POLICY REVISIONS</u> : 4000 AND 5000 SECTIONS OF THE BOARD POLICY MANUAL	
REASON FOR BOARD CONSIDERATION: ACCEPTANCE FOR REVIEW AND STUDY	

BACKGROUND

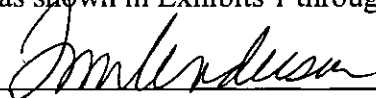
It is the policy of the South Orange County Community College District that the complete set of board policies and administrative regulations be periodically reviewed to ensure that they are satisfactory, meet the District's needs, and be in compliance with current laws and regulations. Because the District's board policies and administrative regulations have not been reviewed completely since 1991, with the exception of a technical review in 1999, a thorough review is now in order.

STATUS

Four policies in the 4000 Series (Personnel Section) and 10 policies in the 5000 Series (Students Section) are being presented for review and study. The policies being recommended for revision are: BP-4010, 4051, 4052, 4054, 5604, 5605, 5608, 5610, 5611, 5613, 5614, 5615, 5618, and 5626. The amendments to these policies were made by District administration and by legal counsel Warren Kinsler of Andelson, Loya, Ruud, and Romo. The amended policies were presented to the District's Shared Governance units for their review and input on June 10, 2004, presented to the board for Acceptance for Review and Study on June 22, 2004, and tabled on July 26, 2004 for further review and amendments.

RECOMMENDATIONS

The Chancellor recommends that the Board of Trustees accept for review and study the miscellaneous policies in the 4000 Series (Personnel Section) and the 5000 Series (Students Section) of the Board Policy Manual, as shown in Exhibits 1 through 14.



Item Submitted by: <u>Dr. Thomas F. Anderson, Vice Chancellor, Educational Services</u>	
Item Reviewed by: <u>Dr. Raghu P. Mathur, Chancellor</u>	
Final Disposition: _____	Vote _____

DRAFT

EXHIBIT 1

BOARD POLICY

4010

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

PERSONNEL

RESIDENT CLASSIFICATION

~~Concerning the payment of tuition, all full-time district employees, their spouses and children will be granted resident classification until they have resided in California the minimum period necessary to become a resident.~~

DELETED. Please remove from the Board Policy Manual

DELETED

Adopted: 10-12-81
Revised: 4-10-89
Revised: 4-26-99

DRAFT
BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

EXHIBIT 2

4051

PERSONNEL

MILEAGE REIMBURSEMENT

REIMBURSEMENT

All members of the Board of Trustees and all District employees who are not members of a collective bargaining unit who are required to use their private automobiles while on District business shall carry public liability insurance of not less than \$50,000/\$100,000 and property damage insurance of not less than \$25,000. No member of the board or any District employee shall use or be authorized to use any private automobile while on District business unless the employee is so insured.

The Chancellor shall establish Administrative Regulations relating to the reimbursement of approved mileage and travel expenses.

When authorized by the Chancellor or a College President, employees having appropriate insurance in force are authorized to use their private automobiles while on District business and to receive compensation at the rate of current reimbursement allowed by the Internal Revenue Service (adjusted annually by the board on January 1). The point of origin and return shall be the District office, Building 100 at Irvine Valley College or the library at Saddleback College.

Each claim for mileage reimbursement shall include a statement signed by the board member or District employee signifying that appropriate insurance was in force at the time the automobile was used.

Adopted: 5-08-67 Revised: 11-24-80
Revised: 6-04-69 Revised: 4-10-89
Revised: 10-08-73 Revised: 4-26-99
Revised: 11-06-78

REIMBURSEMENT OF TRAVEL EXPENSES

~~District elected officials, administrators, faculty, and staff shall be reimbursed for all actual and necessary expenses incurred while attending District approved conventions, conferences, workshops, and special meetings (Calif. Ed. Code, Sections 72423 and 87032). The method of travel approved shall be that which results in the most economical mode of transportation without unreasonably inconveniencing the traveler. Reimbursement for actual and necessary expenses will be made within the limitations and guidelines established and in accordance with the appropriate collective bargaining contract. Reimbursement for alcoholic beverages is not allowed under any circumstance.~~

~~DELETED. Please remove from the Board Policy Manual. Language found in BP-4051 and AR-4051, Reimbursement.~~

Adopted: 6-09-69
Revised: 4-10-89
Revised: 3-14-94
Revised: 4-26-99

DRAFT BOARD POLICY

SADDLEBACK COMMUNITY COLLEGE DISTRICT

EXHIBIT 4

4054

PERSONNEL

POLITICAL ACTIVITIES

No district employee shall engage in political activities on any property under the jurisdiction of the district. Property includes any college or approved off-campus site and property owned, leased or rented by the district. However, outside of on-duty hours, employees have the same rights as all other persons to participate in political activities.

Except as provided in the California Education Code, Section 72632 7054, no community college district funds, services, supplies or equipment shall be used for the purpose of urging the passage or defeat of any school measure of the district, including, but not limited to, the candidacy of any person for election to the Board of Trustees of the district.

Except as permitted under the Civic Center Act, California Education Code, Section 82537, the following activities on property under the jurisdiction of the district are specifically prohibited:

1. The posting of political circulars or petitions on bulletin boards.
2. The distribution of political circulars or petitions to employees whether by placing them in their school mailboxes or otherwise. (United States mail is excepted.)
3. The collection or solicitation for campaign funds.

Pursuant to Calif. Ed. Code, Section 7055, the Board of Trustees establishes the following rules and regulations relating to the political activities of officers and employees during working hours:

1. Employees shall not use District funds, services, supplies, or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the Board of Trustees.
2. This policy prohibits political activity only during an employee's working hours, and shall not be construed to prohibit an employee from urging the support or defeat of a ballot measure or candidate during nonworking time. "Non-working time" means time outside an employee's working hours, whether before or after school or during the employee's luncheon period or other scheduled work intermittency during the school day.

4. ~~The solicitation for campaign workers.~~
5. ~~The use of students for writing or addressing political material or for distributing political materials to students.~~

~~Elections to determine membership on the Board of Trustees shall be considered to be political within the context of this policy.~~

~~Employees shall obey all applicable sections of the California Education Code, Title 5, California Code of Regulations and other applicable statutes and codes.~~

~~Violations of any of the aforementioned rules shall constitute cause for appropriate action by the board.~~

~~Nothing in these rules shall prevent the following activities:~~

1. ~~The dissemination of information concerning school tax or bond elections.~~
2. ~~The discussion and study of politics and political issues when such discussion and study is appropriate to classroom studies.~~
3. ~~The campaigning and conducting of student and employee elections.~~

References: 1) California Education Code, Sections 7054 (b), 7055, and 7056
2) Government Code, Section 8314).

Adopted: 6-04-69
Revised: 4-24-89
Revised: 4-26-99

DRAFT BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

EXHIBIT 5

5604

STUDENTS

ELIGIBILITY FOR ADMISSION

~~Admission to the Saddleback College and/or Irvine Valley College is open to anyone who is a high school graduate, has a High School Equivalency Certificate or is 18 years of age or older and shows evidence of being able to benefit from the instruction (Calif. Ed. Code, Section 76000).~~

~~Students in elementary through high school grades may attend Saddleback College and/or Irvine Valley College as special part-time students, enrolled in up to 12 units per semester, or as full-time students, in accordance with the requirements of this policy (Calif. Ed. Code, Sections 48800, 76001). Students in the 9th through 12th grades may enroll in the number of classes and/or units recommended by their school principal (district official for home schooled students) where applicable course prerequisites have been met. Students at the 8th grade level and below will require both a recommendation from their school principal (district official for home-schooled students) and permission of the college president or designee prior to enrollment.~~

ADMISSIONS AND CONCURRENT ENROLLMENT

The District shall admit students who meet one of the following requirements, and who are capable of profiting from the instruction offered:

1. Any person over the age of 18 and possessing a high school diploma or its equivalent.
2. Other persons who are over the age of 18 years and who, in the judgment of the Chancellor or designee, are capable of profiting from the instruction offered. Such persons shall be admitted as provisional students, and thereafter shall be required to comply with the District's rules and regulations regarding scholastic achievement and other standards to be met by provisional or probationary students as a condition to being readmitted in any succeeding semester.
3. Persons who are apprentices as defined in Section 3077 of the Labor Code.

Admission

1. Any student in grades K-12 is eligible to attend as a special part-time student for advanced scholastic or career technical courses.
2. Any student in grades K-12 is eligible to attend as a special full-

time student with the permission of the College President.

3. Students at the 8th grade level and below will require both a recommendation from their school principal (District official for home schooled students) and permission of the college president or designee prior to enrollment.

The Chancellor shall establish procedures regarding ability to benefit and admission of high school and younger students.

Denial of Requests for Admission

1. If the board denies a request for special full-time or part-time enrollment by a pupil who is identified as highly gifted, the board will record its findings and the reason for denying the request in writing within 60 days.
2. The written recommendation and denial shall be issued at the next regularly scheduled board meeting that occurs at least 30 days after the pupil submits the request to the District.

The Chancellor shall establish procedures regarding evaluation of requests for special full time or part time enrollment by a pupil who is identified as highly gifted.

Claims for State Apportionment for Concurrent Enrollment

Claims for state apportionment submitted by the District based on

enrollment of high school pupils shall satisfy the criteria established by statute and any applicable regulations of the Board of Governors.

The Chancellor shall establish procedures regarding compliance with statutory and regulatory criteria for concurrent enrollment.

DRAFT

References: Calif. Ed. Code, Sections 76000, 76001, and 76002; Labor Code, Section 3077

Revised: 5-15-89

Revised: 4-26-99

Revised: 12-10-01

DRAFT BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

EXHIBIT 6

5605

STUDENTS

RESIDENCE REGULATIONS

~~Legal residents of the State of California are eligible to attend the colleges of the South Orange County Community College District (Calif. Ed. Code, Sections 68060 et seq.; Title 5, Calif. Code of Regulations, Section 54020).~~

~~The Admissions and Records Office determines the residence status of all new and returning students for nonresident tuition purposes. Responses to the Application for Admission and, if necessary, other evidence furnished by the student is used in making this determination. A student who fails to submit adequate information to establish a right to classification as a California resident will be classified as a nonresident.~~

~~The following statement of the rules regarding residency determination for nonresident tuition purposes is not a complete discussion of the laws, but a summary of the principal rules and their exceptions.~~

~~Legal residence may be established by an adult who is physically present in the state and who, at the same time, intends to make California his or her permanent home. Steps must be taken at least one year prior to the residence determination date to show an intent to make California the permanent home with concurrent relinquishment of the prior legal residence. The residence determination date is that day immediately preceding the opening day of instruction each semester or summer session during which the student proposes to attend classes in the~~

RESIDENCE DETERMINATION

Students shall be classified at the time of each application for admission or registration as a resident or nonresident student.

A resident is any person who has been a bona fide resident of California for at least one year on the residence determination date. The residence determination date shall be the day immediately preceding the first day of a semester or summer session for which the student applies to attend.

Residence classification shall be made for each student at the time applications for admission are accepted or registration occurs and whenever a student has not been in attendance for more than one semester. A student classified as a nonresident may be reclassified as of any residence determination date.

The Chancellor shall enact procedures to assure that residence determinations are made in accordance with Calif. Ed. Code and Title 5, Calif. Code of Regulations.

South Orange County Community College District. The steps necessary to show California residency intent will vary from case to case. Included among the steps may be registering to vote and voting in elections in California, filing resident California state income tax forms on total income, ownership of residential property or continuous occupancy or renting of an apartment on a lease basis where one's permanent belongings are kept; maintaining active resident membership in California professional organization(s), maintaining California vehicle plates and operator's license, maintaining active savings and checking accounts in California banks, maintaining permanent military address and home of record in California if one is in the military service.

Military personnel who are nonresidents and their dependents are exempt from paying nonresident tuition until they have lived in the state the minimum time necessary to become a resident (one year). However, after one year has elapsed, the student is not entitled to continue in the resident classification unless he has satisfied the intent requirements for one year period. The requirements necessary to demonstrate intent to become a California resident will be made available at time of application.

Reclassification: Reclassification to resident status must be requested by the student. Financial independence during the current year and preceding two years will be considered at the time the student requests reclassification. Information regarding requirements for reclassification is available in the Admissions and Records Office.

Reference: Calif. Ed. Code, Sections 68040 and 76140; Title 5, Calif. Code of Regulations, Section 54000, et seq.

Revised: 5-15-89

Revised: 4-26-99

DRAFT BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

EXHIBIT 7

5608

STUDENTS

REFUNDS

A request for ~~all or partial refund of~~ nonresident tuition may be ~~made in any of the five categories listed below:~~

- ~~1. Tuition fees collected in error. In such cases, 100% of the nonresident tuition will be refunded.~~
- ~~2. Tuition fees refundable as a result of the cancellation of a class or some similar action on the part of the college, clearly beyond the control of the student and for which the fees have been paid. In cases of cancellation of a class, 100% of nonresident tuition will be refunded.~~

TUITION REFUNDS

A. A request for nonresident tuition refunds may be requested and granted under the following conditions (Title 5, Calif. Code of Regulations, Section 54070):

1. For all program changes made during the first two weeks of instruction of a regular scheduled 18 weeks semester of instruction, or the ten percent point of a short term course, less than 18 weeks (100% refunded).
- a. The college may retain an amount not to exceed ten dollars (\$10) once each semester for each refund request.

- ~~2. Tuition fees collected in error (100% refunded).~~
- ~~3. Tuition fees refundable as a result of the cancellation of a class or some similar action on the part of the college, clearly beyond the control of the student and for which the fees have been paid (100% refunded).~~

3. ~~Tuition fees refundable as a result of military withdrawal as described in SOCCCD Board Policy 5300. In such cases, 100 percent of the nonresident tuition will be refunded.~~

4. ~~Tuition fees refundable as a result of a student's reduction of units through the third week of classes according to the following schedule.~~

- ~~Before class(es) begin — 100%~~
- ~~First week of classes — 75%~~
- ~~Second week of classes — 50%~~
- ~~Third week of classes — 25%~~

5. ~~Tuition fees refundable as a result of a student's total withdrawal from school. In such cases, refunds will be made according to the schedule in (4) above.~~

~~Refunds for partial withdrawal will be made after the end of the refund period (third week of classes).~~

B. Refunds for enrollment fees may be requested and granted under the following conditions (Title 5, Calif. Code of Regulations, Section 58508):

1. For all program changes made during the first two weeks of instruction of a regular scheduled 18 weeks semester of instruction, or the ten percent point of a short term course, less than 18 weeks (100% refunded).

a. The college may retain an amount not to exceed ten dollars (\$10) once each semester for each refund request.

2. Any student who is a member of an active or reserve United States military service, and who has withdrawn from courses due to military orders, may request a tuition refund only for courses receiving an MW grade. Refer to BP-5300, Grading Policy under Military Withdrawal (100% Refunded).

3. Enrollment fees refundable as a result of the cancellation of a class or some similar action on the part of the college, clearly beyond the control of the student and for which the fees have been paid (100% refunded).

4. Enrollment fees are refundable where the student fails to meet a prerequisite (100% refunded).

Revised: 5-03-82
Revised: 5-15-89
Revised: 4-08-91

Revised: 4-26-99
Revised: 8-30-04

BOARD POLICY

5610

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

ENROLLMENT IN COURSES

ENROLLMENT PRIORITIES

All students must enroll in each course. Auditing credit courses may be permitted for a fee (Calif. Ed. Code, Section 70902).

All students must enroll in each course. All courses of the District shall be open to enrollment, subject to a priority system that may be established.

~~Priority in class enrollment shall be given to the students desiring to take the course for credit towards a degree or certificate.~~

Enrollment also may be limited to students meeting properly validated prerequisites and co-requisites, or due to other practical considerations.

No student auditing a course shall be permitted to change his or her enrollment in that course to receive credit for the course.

Auditing credit courses may be permitted for a fee. No student auditing a course shall be permitted to change his or her enrollment in that course to receive credit for the course.

The Chancellor shall establish procedures defining enrollment priorities, limitations, and processes for student challenge, which shall comply with Title 5, Calif. Code of Regulations.

Reference: Calif. Ed. Code, Section 70902
Title 5, Calif. Code of Regulations, Sections 51006, 58106, and 58108.

Revised: 5-15-89
Revised: 4-26-99

BOARD POLICY

5611

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

OPEN ENROLLMENT, PREREQUISITES, CO-REQUISITES,
AND ADVISORIES POLICY

The Board of Trustees of the South Orange County Community College District affirms a policy of open enrollment. Unless specifically exempted by statute, every course and course section or class, wherever offered and maintained by the District and where FTES (Full-Time Equivalent Students) is reported for state aid, shall be fully open to enrollment and participation by any person admitted to the college and who meets such prerequisites, co-requisites, and advisories as established by the board in accordance with Title 5, Calif. Code of Regulations, Sections 55002, 55200, 55201, 55202, 55530, 55534, 58100, and 58106.

The Board of Trustees of the South Orange County Community College District affirms a policy of open enrollment. Unless specifically exempted by statute, every course and course section or class, wherever offered and maintained by the District and where FTES (Full-Time Equivalent Students) is reported for state aid, shall be fully open to enrollment and participation by any person admitted to the colleges and who meets such prerequisites, co-requisites, and advisories as established by the board in accordance with statute.

The statement of policy adopted by the board shall be published in the official catalog, schedule of classes, and addenda to the schedule of classes for which full-time equivalent student (FTES) is reported for state apportionment. A copy of the statement shall also be filed with the Chancellor (Title 5, Calif. Code of Regulations, Section 51006).

The Chancellor is authorized to establish prerequisites, corequisites and advisories on recommended preparation for courses in the curriculum. All such prerequisites, corequisites and advisories shall be established in accordance with the standards set out in Title 5. Any prerequisites, corequisites or advisories shall be necessary and appropriate for

achieving the purpose for which they are established. The procedures shall include a way in which a prerequisite or corequisite may be challenged by a student on grounds permitted by law. Prerequisites, corequisites and advisories shall be identified in District publications available to students.

Reference: Title 5, Calif. Code of Regulations, Section 55200

Revised: 5-15-89
Revised: 3-14-94
Revised: 4-26-99

DRAFT
BOARD POLICY

EXHIBIT 10

5613

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

TRANSCRIPTS

Each student who completes work at the college is entitled to two copies of transcripts ~~and~~ two verifications without charge. Additional copies may be obtained at a reasonable charge as stated in the college catalogs (Calif. Ed. Code, Section 76223).

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 (Calif. Ed. Code, Section 76223).

Revised: 5-15-89
Revised: 4-26-99
Revised: 8-30-04

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 (Title 5, Calif. Code of Regulations, Section 59410).

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. (Title 5, Calif. Code of Regulations, Section 59410).

DRAFT

Adopted: 12-04-95
Revised: 4-26-99
Revised: 8-30-04

BOARD POLICY

5615

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

STUDENT RECORDS AND DIRECTORY INFORMATION

The Chancellor shall assure that student records are maintained in compliance with applicable federal and state laws relating to the privacy of student records.

Same

Any currently enrolled or former student of the District has a right of access to any and all student records relating to him or her maintained by the District.

Any currently enrolled or former student of the District has a right of access to any and all student records relating to him or her maintained by the District. Student success means that students may review or request copies of documents in their file. Original documents turned over to the District/College will remain in the student's file.

No District representative shall release the contents of a student record to any member of the public without the prior written consent of the student, other than directory information as defined in this policy and information sought pursuant to a court order or lawfully issued subpoena, or as otherwise authorized by applicable federal and state laws.

Same

Students shall be notified of their rights with respect to student records, including the definition of directory information contained here, and that they may limit the information.

Same

Directory information shall include:

Same

1. Student participation in officially recognized activities and sports including weight, height, and high school of graduation of athletic team members.

1. Same

2. Degrees and awards received by students, including honors, scholarship awards, athletic awards and Dean's List recognition.

2. Same

3. Dates of attendance.

DRAFT

Reference: Calif. Ed. Code, Section 76200, et seq.; Title 5, Calif. Code of Regulations, Section 54600, et seq.

Revised: 5-15-89
Revised: 4-26-99
Revised: 8-30-04

CREDIT BY EXAMINATION - SPECIFIC COURSE CREDIT

~~A student may qualify for credit by examination for courses in the current South Orange County Community College District catalog for which he/she appears to be reasonably qualified by training or experience, and for which he/she has not received previous high school or college credit, attempted credit by examination, or even enrolled. However, the course in which the student seeks credit by examination should be one in which the course content can be tested by examination, in the opinion of the department and of the instructor assigned. A student may not receive credit by examination for any course which is a prerequisite to one for which credit has been received. Inasmuch as a minimum 2.0 grade point average in at least twelve units completed at Irvine Valley College and Saddleback College is required to enroll in credit by examination, units earned through credit by examination shall not be counted in determining the 12 units required in residence for graduation (Title 5, Calif. Code of Regulations, Section 55753).~~

Credit may be earned by students who satisfactorily pass authorized examinations. The Chancellor shall establish Administrative Regulations to implement this policy.

The procedures for securing permission to obtain Credit by Examination for a course are as follows:

1. The student obtains a Credit by Examination petition form from the Office of Admissions and Records. Eligibility will be

determined by the Dean of Admissions and Records.

2. The student contacts an instructor who teaches the course for which Credit by Examination is requested. If it is the judgment of that instructor that the course content can be tested by examination, and that the student possesses sufficient background, previous training and/or skill to attempt the examination, the instructor signs the form.
3. The student, following policies and procedures developed within the department, obtains the signature of the division/school administrator.
4. Following division/school endorsement, the request is forwarded to the Vice President of Instruction for signature.
5. The initiating instructor prepares, administers and grades the examination.
6. A grade of credit (Cr) or no-credit (NCr) will be assigned and the course will be identified as "Credit by Examination" on the transcript.

Reference: Title 5, Calif. Code of Regulations, Section 55753

Revised: 5-15-89

Revised: 4-26-99

BOARD POLICY

SOUTH ORANGE COUNTY STUDENTS
COMMUNITY COLLEGE DISTRICT

INDEPENDENT STUDY -
REGULAR COURSE

For courses listed in the college catalogs a student may, because of special circumstances, petition to take the course on an individual independent study basis. A petition must be approved by the instructor who will supervise the contract study as well as by the division director and Office of Instruction. Petitions for regular (catalog listed) courses on an independent study basis are available in division offices. Completed petitions shall be filed no later than the tenth day of classes in the Office of Admissions and Records to complete enrollment (Calif. Ed. Code, Section 70902).

DIRECTED STUDIES -
REGULAR COURSE

The Chancellor is authorized to adopt Administrative Regulations relating to the offering of directed studies.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO: BOARD OF TRUSTEES	ITEM: 45
FROM: CHANCELLOR	DATE: 12/13/04
SUBJECT: 2006-2007 SOCCCD ACADEMIC CALENDAR	
REASON FOR BOARD CONSIDERATION: ACCEPTANCE FOR REVIEW AND STUDY	

BACKGROUND

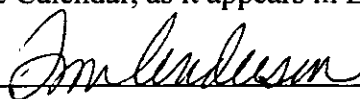
Each year the South Orange County Community College District Academic Calendar Committee convenes to review the development of the Academic Calendar for the following year. Academic calendars are reviewed at each college through the college's shared governance process. The SOCCCD Academic Calendar Committee, which includes all segments of shared governance, meets to endorse a recommended academic calendar that is forwarded to the Board of Trustees for their consideration.

STATUS

It is the desire of the District to have Academic Calendars in place for two years in advance to meet the scheduling needs of the District and the Colleges. The SOCCCD Academic Calendar Committee, with the approval of the Irvine Valley College and Saddleback College Academic Senates, have developed and is recommending the approval of the 2006-2007 Academic Calendar (Exhibit A). The proposed 2006-2007 Academic Calendar meets Education Code requirements, accounts for holidays mandated by the California Community College Chancellor's Office (Exhibit B), and includes classified staff holidays in compliance with Article 10 of the California School Employees Association (CSEA) contract.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the 2006-2007 SOCCCD Academic Calendar, as it appears in Exhibit A.



Item Submitted by:	Dr. Thomas F. Anderson, Vice Chancellor, Educational Services		
Item Reviewed by:	Dr. Raghu P. Mathur, Chancellor		
Final Disposition:		Vote	

FALL SEMESTER 2006

AUGUST 2006

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	* 21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER 2006

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER 2006

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	* 16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER 2006

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER 2006

				1	2
3	4	5	6	7	8
9	10	11	12	13	14
15	16	17	18	19	20
21	22	23	24	25	26
27	28	29	30	31	

DRAFT



**SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT**

ACADEMIC CALENDAR 2006-2007

IRVINE VALLEY COLLEGE • SADDLEBACK COLLEGE

LEGEND	
	Classes Not in Session
	Staff Development Days
	Final Examinations
	Sunday Classes Meet
	Saturday Classes Meet
	Faculty Contractual Days/ Classes Not in Session
	Instructional Days
	Holidays for Classified & 12-Month Employees
	* Start of 8-Week Session
	** Start of 6-Week Session
	† SC Commencement IVC Commencement

SUMMARY			
Fall Spring Total			
Instructional Days			
Monday	15	15	30
Tuesday	16	17	33
Wednesday	16	17	33
Thursday	15	16	31
Friday	14	15	29
Sub-Total	76	80	156
Staff Dev. Days	5	4	9
Faculty Contractual Days	1	2	3
Finals	5	5	10
TOTAL	87	91	178

EXHIBIT A

SPRING SEMESTER 2007

JANUARY 2007

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	* 8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 2007

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

MARCH 2007

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	* 19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL 2007

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY 2007

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	* 21	22	23	24	25	26
27	** 28	29	30	31		

SUMMER SESSION 2007

JUNE 2007

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	* 18	19	20	21	22	23
24	25	26	27	28	29	30

JULY 2007

1	** 2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST 2007

			1	2	3	4
5	6	7	8	9	10	11

ACADEMIC CALENDAR 2006-2007

FALL SEMESTER 2006

- August 14-18 (Monday-Friday)..... Staff Development Days
- August 21 (Monday)..... Instruction Begins
- * August 21-October 15 (Monday-Sunday) 8-Week Session
- September 4 (Monday) Labor Day — Holiday
- * October 16-December 10 (Monday-Sunday) 8-Week Session
- November 10 (Friday) Veterans Day — Holiday
- November 23-24 (Thursday/Friday)..... Thanksgiving — Holiday
- December 11-17 (Monday-Sunday) Final Examinations
- December 18 (Monday)..... Faculty Contractual Day/Classes Not in Session
- December 18-January 7 (Monday-Sunday)..... Classes Not in Session
- December 21-January 1 (Thursday-Monday)..... District/Colleges Closed
- December 25 (Monday)..... Christmas Day

SPRING SEMESTER 2007

- January 1 (Monday)..... New Year's Day Holiday
- January 2-5 (Tuesday-Friday)..... Staff Development Days
- January 8 (Monday)..... Instruction Begins
- * January 8-March 11 (Monday-Sunday) 8-Week Session
- January 15 (Monday)..... Martin Luther King, Jr. — Holiday
- February 16 (Friday)..... Lincoln Day — Holiday
- February 19 (Monday)..... Washington Day — Holiday
- March 12-18 (Monday-Sunday) Spring Break/Classes Not in Session
- March 16 (Friday)..... Friday of Spring Break — Holiday
- * March 18- May 9 (Monday-Wednesday) 8-Week Session
- May 10 (Thursday)..... Faculty Contractual Day/Classes Not in Session
- May 11-17 (Friday-Thursday) Final Examinations
- May 18 (Friday)..... Faculty Contractual Day/Classes Not in Session
- † May 18 (Friday)..... Irvine Valley College/Saddleback College Commencements

SUMMER SESSION 2007

- ** May 21-June 29 (Monday-Friday) 6-Week Session
- * May 21-July 13 (Monday-Friday) 8-Week Session
- May 28 (Monday)..... Memorial Day — Holiday
- * June 18-August 10 (Monday-Friday) 8-Week Session
- ** July 2-August 10 (Monday-Friday) 6-Week Session
- July 4 (Wednesday)..... Fourth of July — Holiday

• Holidays for classified and administrative staff — district and college offices closed

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CALIFORNIA COMMUNITY COLLEGES
OFFICE OF THE CHANCELLOR

ACADEMIC HOLIDAYS — FISCAL YEAR 2006-2007

The holidays mandated for fiscal year 2006-2007 are as follows:

July 4, 2006 (Tuesday)	Independence Day
September 4, 2006 (Monday)	Labor Day
November 10, 2006 (Friday)	Veterans Day (Observance)
November 23, 2006 (Thursday)	Thanksgiving
December 25, 2006 (Monday)	Christmas
January 1, 2007 (Monday)	New Year's Day
January 15, 2007 (Monday)	Martin Luther King, Jr. Day
February 9, 12, 13, or 16, 2007 (Friday, Monday, Tuesday, or Friday)	Lincoln Day
February 19, 2007 (Monday)	Washington Day
May 28, 2007 (Monday)	Memorial Day

A college MAY close on March 31, known as "Cesar Chavez Day," and the fourth Friday in September, known as "Native American Day," if the governing board of the district agrees to close the college for that purpose. The district shall continue to maintain the minimum required 175 days of instruction.

If the district does not close for "Cesar Chavez Day" or "Native American Day," appropriate observances should be held in commemoration.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
 UNIT APPLYING: SADDLEBACK COLLEGE

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

1. **PROJECT TITLE:** Adaptation and Lab Improvements for the Aquarium and Aquaculture Science Degree Program at Saddleback College.
2. **PROJECT DIRECTOR:** Julie Anderson
3. **PROJECT ADMINISTRATOR:** Don Taylor
4. **GRANTOR AGENCY:** National Science Foundation
5. **FUNDING SOURCE:** National Science Foundation
6. **STARTING AND ENDING DATES OF THE PROJECT:** July 1, 2005 to June 30, 2008
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**

The Saddleback College Division of Advanced Technology and Applied Sciences has identified a need provide additional state of the art materials and supplies to support the new Aquarium and Aquaculture Associate Degree programs. The program, which closely replicates the very successful Aquarium and Aquaculture program at Oregon Coast College, and is the first program of its kind within the California Community College system, will acquaint students with major concepts, theories, and methodologies of the core curriculum and will allow for a hands on training experience that closely simulates industry standards, and prepares students for employment as Aquarium or Aquaculture Technicians. National Science Foundation funding will be used to provide necessary supplies and materials and support staff development activities.

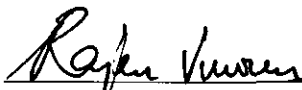
8. **SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$149,930	\$ 0	\$ 34,599	\$ 149,930


9. **APPROVALS**




 Division/School/Dean



 Vice President of Instruction/Students



 President



 Vice Chancellor, Educational Services

 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	\$ _____	\$ 0 _____	_____
2000 Classified Salaries	\$ 8,322 _____	\$ 0 _____	_____
3000 Benefits	\$ 5,502 _____	\$ 0 _____	_____
4000 Supplies	\$ 47,022 _____	\$ 0 _____	_____
5000 Contracted Services and Other Expenses	\$ 54,485 _____	\$ 0 _____	_____
6000 Capital Outlay	\$ 0 _____	\$ 0 _____	_____
7000 Other Charges (e.g.: Indirect Costs)	\$ 34,599 _____	\$ 0 _____	_____
TOTALS	\$ 149,930 _____	\$ 0 _____	

*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. Sr. Lab Technician		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 |

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	47
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	SADDELBACK COLLEGE: SITE LICENSE AGREEMENT - KSBR TOWER		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

BACKGROUND

In September 2003, KSBR was awarded a grant to replace its 25-year-old tower, transmitter, and antenna. Award of the grant required an opinion letter from the District's attorney regarding site rights. Orange County Department of Education legal counsel, Claire Morey, will provide the letter and approve the successor Site License Agreement with Rancho Mission Viejo after changes that she recommended are made to the agreement.

STATUS

Negotiations between the District, OCDE counsel, and Rancho Mission Viejo have been ongoing, but have not yet resulted in agreement. It is anticipated that, if resolution is not reached prior to year's end, grant funding for the much-needed tower, transmitter, and antenna will be lost. However, it is anticipated that negotiations will conclude in an agreement sometime during the second half of December.

RECOMMENDATION

The Chancellor recommends that the Board authorize Deputy Chancellor Poertner to sign the agreement on behalf of the District once an agreement is reached that is satisfactory to counsel.

Item Submitted By:	Dr. Raghu P. Mathur, Chancellor
Item Reviewed By:	
Final Disposition:	Vote:

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AGENDA ITEM**

TO:	BOARD OF TRUSTEES	ITEM:	48
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	PRESIDENTS' / PROVOST'S / GOVERNANCE GROUPS' REPORTS		
REASON FOR BOARD CONSIDERATION:	INFORMATION		

Section 54954.2(a) of the Ralph M. Brown Act states that "No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities." Per board approval, reports by the following individuals should be written and submitted to the board prior to board meetings. The reports may given verbally, however, if enough time remains prior to the board approved meeting adjournment time of 10:00 p.m. Speakers are limited to two minutes each.

- a. Presidents' Reports
 - Saddleback College
 - Irvine Valley College
- b. ATEP Provost's Report
- c. Student Government Reports
 - Associated Student Government of Saddleback College
 - Associated Students of Irvine Valley College
- d. Academic Senates' Reports
 - Saddleback College Academic Senate
 - Irvine Valley College Academic Senate
- e. Faculty Association Report
- f. California School Employees Association Report
- g. Classified Senates' Reports
 - Saddleback College Classified Senate
 - Irvine Valley College Classified Senate
 - District Classified Senate
- h. Police Officers' Association Report

Item Submitted By:	Dr. Raghu P. Mathur, Chancellor
Item Reviewed By:	
Final Disposition:	Vote :



MEMORANDUM

OFFICE OF THE PRESIDENT

DATE: 12/2/04

TO: Members of the Board of Trustees
Dr. Raghu Mathur, Chancellor

FROM: Dr. Richard McCullough, President

SUBJECT: REPORT FOR DECEMBER 13, 2004, BOARD OF TRUSTEES' MEETING

Advanced Technology and Applied Science

- **New certificate and degree...** The state Chancellor's Office has recently approved Saddleback College's certificate and associate science degree in aquarium and aquaculture science, making it the first community college in California to offer this degree program. Students who are currently enrolled in the aquarium and aquaculture science classes at Saddleback College will be eligible for degrees in spring of 2005.

Athletics

- **Gauchos reach regional finals ...** The Saddleback football team was the top-seeded team in the regional playoffs following a 9-1 record during the regular season. The Gauchos posted an exciting 21-18 victory over Mt. San Antonio in the National Bowl, then beat Long Beach City College by a 41-25 count in the regional semifinals, setting up a battle with College of the Canyons in the regional finals on Dec. 4. (If they win, they will advance to the state championship game in Visalia on Dec. 11).

Business Science, Workforce and Economic Development

- **Ken Patton appointed to county advisory committee...** Dean of Business Science, Workforce and Economic Development Ken Patton was appointed to the Comprehensive Economic Development Strategy (CEDS) committee for Orange County by Orange County Supervisor Thomas Wilson (5th District). Ken will represent the 5th district on the 10 member advisory committee over a two-year period and will make recommendations to the county council on economic development project proposals.

Emeritus Institute

- **Emeritus Institute wins award...** The Emeritus Institute has received the Program of the Year award by the Seniors Housing Council Board of Directors. The Seniors Housing Council of the Building Industry Association of Southern California distinguished SC's Emeritus Institute as a premier program in Southern California that is committed to and has enhanced the quality of life for seniors.

Fine Arts

- **Grant helps to renovate McKinney Theatre...** Thanks to the Board of Trustees' basic aid grant last year, work begins this month on the McKinney Theatre's sound and lighting systems. With work completed in March, the McKinney will reopen on April 8 with a grand re-opening gala premiere of the musical *42nd Street*.
- **Selling out performances...** The sold-out comedy, *Five Women Wearing the Same Dress* ran December 3 through 12 in the Studio Theatre and brought the fall Theatre Arts season to a close. The two shows scheduled for spring, the comedy *Boy's Life* and musical *42nd Street*, are on their way to selling out.
- **Sold out as usual...** The annual Holiday musical spectacle, *A Feast of Lights* that featured hundreds of community members and students who make up the Master Chorale and Symphony Orchestra, was a sellout as usual.
- **It's not too late to catch some jazz...** Joey Sellers' innovative Jazz Lab Ensemble performs tomorrow night, December 14 at 8 p.m. in the Studio Theatre.

Foundation

- **\$25,000 gift annuity...** The Saddleback College Foundation has written a \$25,000 gift annuity on behalf of a donor to the college. This is a new program that is licensed by the Network of California Community Colleges. A gift annuity is a contract between a non profit agency and a donor in which the donor contributes cash or securities of \$5,000 or more in return for a guaranteed fixed income for life. Part of the payout is considered a return of principal and comes to the beneficiary tax free. When the beneficiary passes away, the remaining principal goes to the charity.

Health Sciences, Human Services and Emeritus Institute

- **Nursing program graduates 47...** Forty-seven graduates of the Saddleback College Nursing Program participated in the traditional fall candlelight and pinning ceremony at McKinney Theatre on Dec. 6. This special ceremony is held, yearly, in recognition of the achievement of the Saddleback nursing students and it is a tradition honoring Florence Nightingale.
- **New certificate and degree...** The state Chancellor's Office has recently approved Saddleback College's certificate and associate science degree in aquarium and aquaculture science, making it the first community college in California to offer this degree program. Students who are currently enrolled in the aquarium and aquaculture science classes at Saddleback College will be eligible for degrees in spring of 2005.

Student Services

- **Successful blood drive held...** The Associated Student Government and Student Health Center held a November blood drive, collecting more than 80 units of blood and exceeding the goal set by the American Red Cross.



OFFICE OF THE PRESIDENT

TO: Chancellor Raghu P. Mathur and Members of the Board of Trustees

FROM: Glenn R. Roquemore, President *GR*

DATE: December 2, 2004

SUBJECT: **President's Report for the December 13 Board of Trustees Meeting**

WIND SYMPHONY RECEIVES ANNONYMOUS GIFT

The Irvine Valley College Wind Symphony received a \$50,000 donation in November from an anonymous long-time supporter of the symphony and its endowment. Professor Stephen Rochford was pleasantly surprised by the check, which has helped to boost the Wind Symphony Endowment over the \$100,000 mark. As the conductor of the Wind Symphony, Stephen has seen the endowment grow through his own diligent fundraising efforts and through those of his students. He has become the public face of the symphony and has successfully engendered public and private support of the organization. The anonymous donor, who last year made a similar contribution, steadfastly protects his or her desire for privacy.

COLLEGE DOORS OPEN TO ENCOURAGE ENROLLMENT

Irvine Valley College held an Open House & Parents Night for the community on November 8 in the Student Services Center. The annual Open House is an opportunity for the public and students throughout Orange County to explore their academic options and to help them succeed in college. Working adults also learn about the many career enhancement and workforce development programs that are available. Guests met with faculty and staff to learn "How To Transfer to a Four-Year College," "What Financial Aid is Available," "How to Get a Job," "How to Get Child Care in College," "What Academic Counseling will do for You," etc. Staff also presented specific academic programs including Accounting, Business Management, Chemistry Technology, Design Model Making and Rapid Prototyping, Real Estate, and 30 others. Presentations were made by the Office of the President, the Honors Program and Technology Services. The Open House included free refreshments, giveaways, and prizes. Special thanks go to Technology Project Manager Jim Gaston and IVC Honors Program Director Dottie Sherling

IVC VETERANS REMEMBER THEIR COMRADES

Director of Financial Aid Darryl Cox coordinated IVC's 2004 Veterans Day with a Remembrance Ceremony on November 11. As a former veteran, Darryl has each year been an integral part of IVC's veterans recognition events. This year, he enlisted the help of other IVC staff who are themselves veterans to hold a ceremony in honor of past veterans and those who currently are serving overseas in Iraq and Afghanistan. With the theme "Let Us Always Honor Our Veterans," the ceremony included a statement of

President's Report to the Board of Trustees

December 2, 2004

Page 2 of 2

recognition for all veterans, a moment of silence, and a salute of honor. Admissions and Records Director John Edwards gave the invocation, and comments were made by Orange County Supervisor Bill Campbell, Director Darryl Cox, ASIVC President Shaun O'Neil, Chancellor Mathur and Board President Wagner. Special thanks also go to Robert Hung and the Irvine Police Explorer Color Guard, and to Professor Jan Wyma and the Oriana Choir for its outstanding performance of "The Star-Spangled Banner" and "America the Beautiful."

Advanced Technology & Education Park

To: Dr. Raghu P. Mathur, Chancellor and Members of the Board of Trustees
From: Dr. Robert J. Kopecky, Provost
Date: December 1, 2004
Re: Provost Report for December 13, 2004 Board of Trustees Meeting

ATEP PROPERTY

The ATEP office is operational in the Orange County Rescue Mission Building on the former Marine Air Corps Station-Tustin. Offices and facilities are being provided at no charge to the District by the Orange County Rescue Mission. New telephone number for ATEP is (714)-258-1122.

CITY OF TUSTIN

Meetings have been held to speed up the "courtesy review" of the Districts ATEP campus plans. The City is working closely with the District to ensure the issuance of the necessary building permits to begin construction of the new campus in early 2005. The Chancellor and Provost met with the City of Tustin to discuss new changes in the City's plan for the total 1606 acres of the Tustin Legacy Project. The City of Tustin will accelerate infrastructure changes to help assist the District in the launch of the new campus at Red Hill and Valencia Avenue. Infrastructure changes and delays by the City have resulted in a seven (7) month delay to our anticipated launch of the new campus. Current time lines aim for a Fall 2005 launch date.

DIVISION OF THE STATE ARCHITECT (DSA)

The site plan for the ATEP Campus has been approved by the DSA. The DSA is currently reviewing building design for approval. The State of California budget crunch has reduced the capacity of the DSA to review campus plans in a timely fashion. We anticipate final review and approval before the end of 2004.

REVIEW OF BUDGET PARAMETERS IN LIGHT OF SEVEN MONTH DELAY

The Provost and District representatives are reviewing the additional costs to the roll out of the ATEP campus as a result of the seven (7) month delay in the launch of the new campus. The original estimates were based on the campus being completed in January 2005 whereas now we are looking at a August 2005 completion. The Board of Trustees will be informed of the additional costs for construction and building supplies as well as consultants' costs through this delay process.

PARTNERSHIP OPPORTUNITIES

Currently the Provost is exploring possible partnerships with the following organizations:

Woodbury University School of Architecture

Art Center College of Design

The Language Institute, Newport Beach

CSU Maritime Academy

American Museum of Military History Joint Venture

CSU-Dominguez Hills Corporate Education Program

Orange County Film Commission

LEED Certification Training Program

Business Training with the New Mall Owner Vestar

Orange County Rescue Mission Education

Emerging Technology Partnerships in the Field of Nanotechnology

Video Game Programming Facility

Possible partnerships will depend on the construction of the Tustin Legacy infrastructure (water, gas, electricity, sewer, telecommunications, and roads) by the City of Tustin. Anticipated completion is 2006-2007.

CONSTRUCTION ACTIVITY

The District has solicited bids for the site preparation of the ATEP campus. More details will be available at the December 13, 2004 Board of Trustees Meeting.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

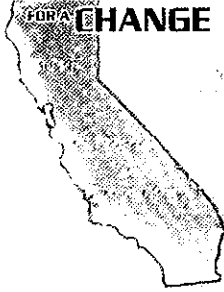
AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	49
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	CORRESPONDENCE		
REASON FOR BOARD CONSIDERATION:	INFORMATION		

The following items of correspondence are submitted
to the Board of Trustees for review.

Item Submitted By:	Dr. Raghu P. Mathur, Chancellor		
Item Reviewed By:			
Final Disposition:		Vote :	

A GOVERNMENT
FOR THE PEOPLE
FOR A CHANGE

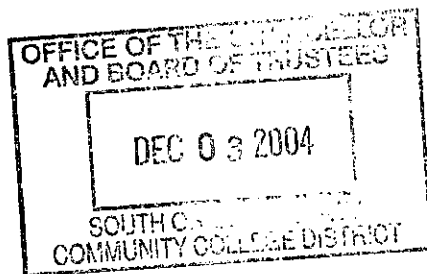


California Performance Review Commission

Bill Hauck, Co-Chair
Joanne Kozberg, Co-Chair

Patricia Bates, Assemblymember
Jess "Jay" Benton
Dale Bonner
Jim Brulte, Senator
James Canales
Mike Carona
Patricia Dando
David Davenport
Denise Duchery, Senator
Joel Fox
Steve Frates, Ph.D.
Russ Gould
Irene Ibarra
J. J. Jelincic
Steve Olsen
Beverly O'Neill
Peter Taylor
Carol Whiteside
Leland Yee, Assemblymember

1400 10th Street
Sacramento, CA 95814
Phone: (916) 322-2318
Fax: (916) 324-9936



November 30, 2004

The Honorable Raghu Mathur
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, California 92692

Dear Chancellor Mathur,

Thank you for writing to share your views on the proposals made by the California Performance Review. The California Performance Review was commissioned with the intent to restructure, reorganize and reform State government.

With the 1,200 recommendations submitted by the Performance Review and the seven public hearings commissioned by the Governor for Californians to give their opinions, the California Performance Review is now moving towards finalizing its report. Input from the hearings as well as all correspondence received will be considered before implementing any recommendations.

The Performance Review and Governor Schwarzenegger thank you for participating in this process and working towards a better California. If you would like to follow the progress of the California Performance Review, a wealth of information can found on its website at www.cpr.ca.gov.

Sincerely,

Bill Hauck
Co-Chair

Joanne Kozberg
Co-Chair

UNIVERSITY OF CALIFORNIA, SANTA BARBARA

BERKELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

DEPARTMENT OF ECONOMICS
SANTA BARBARA, CALIFORNIA 93106-9210

PHONE: (805) 893-3670
FAX: (805) 893-8830

November 29, 2004

Dr. Raghu P. Mathur
Chancellor, Saddleback College
South Orange County Community College District
28000 Marguerite Pkwy
Mission Viejo, CA 92692-3635

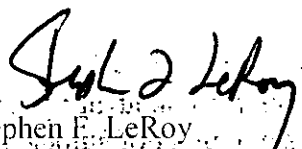
Dear Dr. Mathur:

My niece is a student at Saddleback College. Over the holiday weekend we were visiting my sister-in-law's family in Laguna Niguel and my niece told us about her classes at Saddleback. She was complaining about how much work she had (which is par for the course), but it was clear to me that her instructors were (with one exception) doing an outstanding job with the students. In particular, the students at Saddleback have much more frequent and demanding writing assignments than lower-division (or, for that matter, upper-division) students at UCSB. Particularly in economics, but also in other fields, our large enrollments make it impossible for us to assign anywhere near the work that students get at Saddleback, or to pay as much individual attention to the students. According to my niece, students who transfer from Saddleback to UCSB typically report that they aren't much challenged by the upper-division classes.

I was particularly impressed by my niece's account of a Ms. Jalalat, whose assignments in English are extremely imaginative, interesting and challenging to the students. It's clear that she is doing an outstanding job for you.

I hope other students are having as valuable an educational experience at Saddleback as my niece.

Sincerely,


Stephen F. LeRoy
Professor of Economics

HEART WALK

Change tomorrow. Today.

November 5, 2004

Marilyn Radenovic
Irvine Valley College
5500 Irvine Center Dr
Irvine, CA 92618-0301

Dear Marilyn,

On behalf of the American Heart Association, I would like to thank you for your company's participation in the 24th Annual Orange County Heart Walk. As our Company Leader at Irvine Valley College you were an integral part of our success, enabling the employees to raise a total of \$1,790.00 towards the fight against heart disease and stroke.

This year's event raised over \$565,000 with more than 5,500 participants from 300 corporate & family teams. We know that we could not have achieved this level of success without you and the employees of Irvine Valley College making a personal commitment to our cause, and we thank you from the bottom of our hearts!

Last year nearly one million Americans lost their lives to heart disease, the #1 killer in our nation. The American Heart Association has set a very ambitious goal: To reduce death, disability and risk factors of heart disease and stroke by 25% by 2010. We are concentrating our efforts on:

- ◆ Preventing and treating heart attacks and strokes
- ◆ Raising public awareness about the warning signs and the need for immediate medical attention
- ◆ Promoting the adoption of healthy lifestyles

Every dollar helps and reflects the amount of resources that we are able to fund for vital research and education programs. Together, we can make a difference!

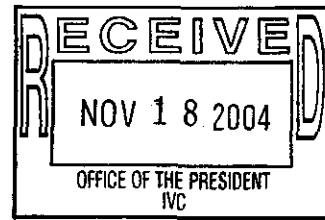
Thank you again for your involvement and support. We value your participation and look forward to your continued commitment to supporting the American Heart Association's fight against heart disease and stroke. With your continued support and effort, we will improve the quality of life for thousands of Orange County residents. Thank you for helping to save and change lives.

Sincerely,



Melissa Clawson
Corporate Events Director





2323 North Broadway
Santa Ana, California
92706 -1640
(714) 480-7300

November 15, 2004

Mr. Martin McGrogan
Irvine Valley College
5500 Irvine Center Drive
Irvine, CA 92618

Dear Martin:

Congratulation to you and the Irvine Valley College men's soccer program for the college's 200th win. I am sure that some of those wins have been at the expense of our colleges, but I still wanted to give tribute to you for coaching these young men since 1990. I am sure you are especially proud of winning the State Championship last year (we were hoping Santa Ana would win it all)!

Anyway, until next year when we hope our teams beat yours, congratulations on your great coaching career and doing so much to improve the lives of the young men in your program.

Sincerely,

John R. Hanna
Member
Board of Trustees

c.c. Keith Calkins, Interim Athletic Director
Glenn Roquemore, President ✓
Don Wagner, Trustee

Board of Trustees

Alfredo M. Amezcua, J.D. • Eric E. Conley, M.A. • John R. Hanna, J.D. • Lawrence R. "Larry" Labrado • Michael N. Ortali • Lisa Woolery • Phillip E. Yarbrough
Edward Hernandez, Jr., Ed.D., Chancellor

NOV 23 2004

Note below was delivered anonymously to the Saddleback College Financial Assistance Office along with a large basket of cookies, candies, and other snacks.

To all the wonderful staff
at the financial office thank you
for your great service. your kindness
made my coming back to college
very loving & very smooth

may the lord bless you
don't stop smiling to
all the students

sincerely A returning
old student

God bless you
& your families

Division of Mathematics, Science & Engineering
Department of Mathematics -
Saddle Brook College

NOV 23 2004

Dear Karla,

Since its Thanksgiving week I'd thought I'd take a moment to Thank YOU for all you do and have done.

Thank you for your constant encouraging words, returning my phone calls of help on your time, your patience with my daily homework questions, your understanding that I just don't see it until the third explanation, your non-judgmental attitude, the numerous hours you spend in the tutorial lab to help and last but not least your enthusiastic and positive attitude.

Karla you truly go above and beyond. Thank you.

Gratefully,



Sandra Champommier

P.S. I apologize for the non personal typed written letter but due to my eligible writing I thought it more important for you to be able to read it.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	50
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	SOCCCD: INDEPENDENT CONTRACTOR AGREEMENT: UPDATED CLASSIFIED LEADERSHIP JOB DESCRIPTIONS		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

BACKGROUND

Position descriptions for the Classified Leadership group have not been re-written for fourteen years. Since then, the District organization and operation has changed and so have the duties performed by employees in this category. It is appropriate to update these job descriptions at this time.

STATUS

General firms were invited to respond to a Request for Proposal to update 58 classified leadership job descriptions. Marlys Grodt & Associates has been selected to perform the services. The fee is \$375 per classification, or \$21,750, including out-of-pocket expenses.

RECOMMENDATIONS

The Chancellor recommends that the Board of Trustees approve an Agreement with Marlys Grodt & Associates (Exhibit A) at a cost not to exceed \$22,250.

Item Submitted By:	Gary Poertner, Deputy Chancellor
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor
Final Disposition:	Vote:

INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

This Agreement is made and entered into this 13th day of December, 2004 between:
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, California 92692-3635
Telephone (949) 582-4664
Requisition # _____

hereinafter called DISTRICT, and

(Name of Consultant): **Marlys Grodt & Associates**
(Street Address): **26606 Farrell Street**
(City, State, Zip Code): **Sun City, California 92568**
(Telephone #): **(951) 672-8229**

hereinafter called CONSULTANT.

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an independent contractor specially trained to perform special services required; and

WHEREAS, the CONSULTANT is specially trained and experienced and competent to perform the special consultant services pursuant to this agreement.

The parties agree as follows:

1. The period of this Agreement shall be from **December 2004** to _____, inclusive. The DISTRICT shall have the discretion to terminate this contract by providing CONSULTANT **30** days prior written notice.
2. The CONSULTANT shall, at times and places designated by it and acceptable to the DISTRICT perform the following services:
Perform the classification at a rate of \$375 per classification for 58 job descriptions.
Analysis by review questionnaires previously completed during the Hay Group, Inc. study.
Additional classification work will be filled at an hourly rate of \$100 for actual hours worked.
Conduct face-to-face or telephone interviews to provide additional and/or recent information.
3. The DISTRICT shall pay the CONSULTANT **\$375.00** an hour, not to exceed **\$21,700.00** for services specified above, plus DISTRICT shall reimburse the following expenses (see above) not to exceed **\$500.00** in accordance with the South Orange County Community College District guidelines. The total contract amount is \$22,250.00. Upon completion of the services provided for hereof and upon a signed invoice acceptable to the DISTRICT and approved by **Deputy Chancellor**, payment will be made.
4. The DISTRICT shall not be liable to the CONSULTANT for personal injury or property damage sustained by him/her in the performance of this contract, whether caused by himself/herself, the DISTRICT, its officers, agents or employees, or by any third party. CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
5. While performing service hereunder, the CONSULTANT is an independent contractor and not an officer, agent or employee of the South Orange County Community College District inclusive of Saddleback College and Irvine Valley College.
6. Neither party shall assign this Agreement or any part thereof without the written consent of the other party.

WITNESS the parties hereto the day and year first above written:

Consultant	South Orange County Community College District
Signature: _____	Signature: _____
By: _____	By: Gary Poertner
Title: Consultant	Title: Deputy Chancellor
Date: _____	Date: _____
Contact Person: _____	College Contact Person: _____

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	51
FROM:	CHANCELLOR	DATE:	12/13/04
SUBJECT:	SOCCCD: CONTRACT FOR LEGISLATIVE ADVOCACY: SCHOOL SERVICES OF CALIFORNIA		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

BACKGROUND

On July 26, 2004, the Board of Trustees approved a contract with School Services of California to act as advocates and represent the District regarding Basic Aid. The contract was for the period August 1, 2004 to December 31, 2004.

STATUS

Continued legislative monitoring and proactive advocacy services is still necessary to ensure active participation in the budget process and interaction with the Chancellor's Office on the development of a task force for "basic aid" districts.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the contract (EXHIBIT A) with School Services of California for an additional 12 months beginning January 1, 2005 to December 31, 2005. The contract price is \$2,000 per month plus expenses, not to exceed \$26,000 for the 12-month contract.

Item Submitted By:	Gary Poertner, Deputy Chancellor		
Item Reviewed By:	Dr. Raghu P. Mathur, Chancellor		
Final Disposition:	Vote:		



November 30, 2004

South Orange County
Community College District

DEC -3 2004

Office of the Deputy Chancellor

1121 L Street

Suite 1060

Sacramento

California 95814

TEL: 916 . 446 . 7517

FAX: 916 . 446 . 2011

www.sscal.com

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Mr. Gary Poertner
Deputy Chancellor
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Dear Gary:

On January 10, 2005, Governor Arnold Schwarzenegger will unveil one of the most hotly anticipated Budget documents in recent memory. His Governor's Budget Proposal for 2005-06 must bridge an anticipated state General Fund shortfall—estimated to be more than \$6 billion—while addressing an increased Proposition 98 obligation of more than \$5 billion over 2004-05 and 2005-06. In addition, the passage of the local government initiative (Prop. 1A) may have a significant impact on the ability of the Legislature to go after local property taxes during times of State Budget shortfalls.

The California Community College Chancellor's Office has indicated that a task force made up of basic aid districts may need to be convened to review and protect "basic aid" district budget priorities. You obviously, will need to be involved.

I would propose that our current agreement, which expires on December 31, 2004, be extended for the 2005 legislative session, at the current rate. This would ensure our active participation in the budget process and interaction with the Chancellor's Office on the development of a task force for "basic aid" districts.

I look forward to continuing legislative efforts on behalf of the district. If additional information is needed, do not hesitate to contact my office (916) 446-7517.

Sincerely,

ARNOLD BRAY
Director, Legislative and Community College Services

Client # 24375 /S70

P.O.# _____

AGREEMENT FOR SPECIAL SERVICES
Legislative Advocacy

This is an agreement between the **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of January 1, 2005.

RECITALS

WHEREAS, the District needs assistance regarding legislative advocacy on their behalf; and,

WHEREAS, SCHOOL SERVICES OF CALIFORNIA, INC., is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable.

NOW, THEREFORE, the parties to this agreement do hereby mutually agree as follows:

1. Consultant agrees to perform legislative advocacy services on behalf of the District.
 - a. Maintain a presence with the Legislature, the Governor's Office, State Departments, Boards and Commissions;
 - b. Represent the District before the Legislature, various State departments, the Board of Governors, the State Controller, regarding issues of Basic Aid funding, local property tax revenues, and program flexibility;
 - c. Provide the District with legislative bills and/or budget information review;
 - d. Work with authors, committee consultants, caucus consultants, Office of the Legislative Analyst, the Department of Finance, and the Governor's Office to ensure that the District's position on policies and law changes is articulated and taken into consideration before final action;
 - e. Convey, orally and in writing, the position of the District on State Budget matters brought before the various committees and houses of the Legislature;
 - f. Provide reports during the Legislative session, regarding basic aid to the District; Provide to the District various written material that may be obtained by the Consultant to assist the District in planning and maintaining contact with changes that may occurring in Sacramento that affect the District;

- h. Stay in regular phone contact with the Chancellor or his designee relative to issues affecting the District.
2. The District agrees to pay to Consultant for services rendered under this agreement the sum of \$2,000 per month, plus expenses, during the term of this twelve-month agreement, upon billing from Consultant. Expenses are not to exceed \$2,000 for this twelve month period.
- “Expenses” are defined as actual out-of-pocket expenses such as transportation, lodging, meals, duplicating services, fax charges, long distance and cellular telephone charges, and postage.
3. This agreement shall be for the period of twelve (12) months, beginning January 1, 2005, and terminating December 31, 2005. It may be terminated by either party prior to December 31, 2005, on thirty (30) days written notice. In case of cancellation, the District shall be liable for any costs accrued to date of cancellation under Item 2 above.
4. It is recognized by both parties that Consultant will be serving as a legislative advocate on behalf of the District and that it will be necessary for both parties to file such appropriate forms with the Fair Political Practices Commission as may be required by State law.
5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the District.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below:

BY: _____
Gary Poertner
Deputy Chancellor
South Orange County Community College District

DATE: _____

BY: _____
Arnold Bray
Senior Director, Legislative and
Community College Services
School Services of California, Inc.

DATE: _____

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM: 52
FROM:	CHANCELLOR	DATE: 11/13/04
SUBJECT:	DR. JACOB A.O. PREUS SPRING, 2005 IN-SERVICE KEYNOTE SPEAKER	
REASON FOR BOARD CONSIDERATION:	APPROVAL	

BACKGROUND

It has been the practice of the South Orange County Community College District to have keynote presenters to speak on various topics relative to staff development and program improvement during Faculty Flex/in-Service week.

STATUS

The Reverend Jacob A. O. Preus, S.T.M., Th.D., President, Concordia University , has been selected as a keynote speaker for the Chancellor's Opening Session of the 2005 Spring In-Service Program, scheduled for Tuesday, January 4, 2005. Dr. Preus' topic will be: *In Search of Good Leaders: Ethical Leadership in the Academy and Society*. Dr. Preus' biography is attached as an exhibit.

There are no costs connected with Dr. Preus' presentation.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Dr. Preus as keynote speaker for the opening session of the 2005 Spring In-Service Program.

Item Submitted By:	Raghu P. Mathur, Chancellor
Item Reviewed By:	
Final Disposition:	Vote :

Rev. Dr. Jacob "Jack" Preus, President of Concordia University Irvine

The Reverend Dr. Jacob A.O. Preus, is President of Concordia University Irvine, which serves more than 1,850 students. Since his arrival in Irvine in 1998, Dr. Preus has worked with faculty and administration to establish Concordia's School of Adult Studies, School of Business, School of Theology, and Center for U.S. Missions. Under his leadership the university has grown in student enrollment over sixty percent. He also serves the church community as a speaker and author on issues relating to ministry and leadership. Prior to coming to Concordia University Irvine, he served as a professor of Systematic Theology and Dean of Faculty at Concordia Seminary in St. Louis, Missouri, where he earned his Master of Divinity, Master of Sacred Theology and Doctorate in Theology degrees. He attended the University of Missouri in Columbia for his undergraduate work, majoring in Spanish and Latin American studies. Fluent in Spanish and Portuguese, he has traveled extensively and has taught in Brazil, Mexico, Argentina, Kazakhstan, Africa, Taiwan, Korea, and Japan. Dr. Preus and his wife, Sherry, live in Irvine and have three children.