

MINUTES OF THE BOARD OF TRUSTEES  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
October 26, 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 5:05 p.m.

CALL TO ORDER

The open session was recessed to closed session and the board reconvened open session at 8:15 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: Lee Haggerty

Academic Senate: Carmen Dominguez, Wendy Gabriella

CSEA: Mary Williams

Classified Senates: Beep Colclough

Associated Student Government: Shaun O'Neill

Police Officers Association: Cloyce Kelly

On a 7 to 0 vote, the board approved a settlement agreement in the College Books litigation.

ACTIONS TAKEN IN  
CLOSED SESSION

Trustees Jay, Fuentes, Padberg, Milchiker, and Williams, and Chancellor Mathur gave reports. There were no requests for staff reports.

**#1A/B, BOARD/CHANCELLOR REPORTS**

Motion to extend the meeting until 10:30 p.m. was unanimously approved.

**TIME EXTENSION**

Items 9, 11, 13, and 27 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 2-28, CONSENT CALENDAR**

Word Weaving on page 2, all Alan Lugena listings on page 3, and all Loretta DuBois listings on page 3 and 4 were unanimously tabled. The rest of the item was unanimously approved.

**#9, SC COMMUNITY EDUCATION SPRING 2005**

Unanimously approved.

**#11, IVC PURCHASE OF COMPUTE**

Unanimously approved.

**#13, SC PURCHASE OF COMPUTER**

Approved with Trustee Milchiker abstaining.

**#27, PAYMENT TO TRUSTEE ABSENT FROM BOARD MEETING**

Unanimously approved.

**#48, ASIVC 2004-05 BUDGET**

Information was provided to the board on SOCCCD Locally Funded Projects Progress; Monthly Financial Status; Quarterly Investment; Quarterly Financial Status; Contracts Under \$5,000; and IVC Fall 2004 Stipend.

**#'S 29-34, INFORMATION ITEMS**

Unanimously adopted.

**#35, RESOLUTION SUPPORTING SYSTEM RESPONSE TO CPR**

Unanimously approved.

**#36, ACADEMIC ACTIONS**

Motion to extend the meeting until 10:45 p.m. was unanimously approved.

**TIME EXTENSION**

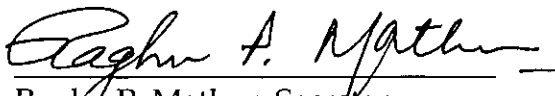
Items E and G.1 were tabled with Trustee Lang casting a negative vote on tabling the latter item. The rest of the item was unanimously approved.

**#37, CLASSIFIED ACTIONS**

Unanimously approved.

**#38, IVC MAINTENANCE/POLICE FACILITY**

Unanimously approved.	#39, SC PARKING/TRAFFIC STUDY
Motion to extend the meeting until 11:00 p.m. carried with Trustee Padberg casting a negative vote.	TIME EXTENSION
Unanimously approved.	#40, ARCHITECT FOR M/S/E ANNEX BLDG. STUDY
Unanimously approved.	#41, SC ARCHITECT FOR LIBRARY REMODEL
Unanimously approved.	#42, SC GEOTECH. CONSULTANT FOR TAS BLDG.
Unanimously approved.	#43, IVC GRANT APPLICATION
Motion to extend the meeting until 11:15 p.m. was unanimously approved.	TIME EXTENSION
Unanimously approved.	#44, SC GRANT APPLICATIONS
Unanimously approved.	#45, NEW BOARD POLICIES
Unanimously approved.	#46, SC FACULTY HIRING
Unanimously approved.	#47, IVC FACULTY HIRING
President McCullough, Professors Dominguez and Haggerty, Ms. Williams, and Dr. Kopecky gave reports.	#44, REPORTS
The meeting was recessed to closed session at 11:15 p.m.	ADJOURNMENT

  
 Raghu P. Mathur, Secretary

**ITEMS APPROVED BY CONSENT CALENDAR**  
**AT THE 10/26/04 BOARD MEETING**

**Items 9, 11, 13, and 27 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 September 27, 2004.
  
3. IRVINE VALLEY COLLEGE: CHILD DEVELOPMENT  
TRAINING CONSORTIUM  
Agreement with Yosemite Community College District for  
participation in the Consortium for 2004-05.
  
4. IRVINE VALLEY COLLEGE: STUDY ABROAD  
PROGRAM  
Intercultural Communication Studies in Xi'an Peoples  
Republic of China during Summer 2005.
  
5. IRVINE VALLEY COLLEGE: STUDY ABROAD  
PROGRAM  
Chinese Language Studies in Beijing, China, during  
Summer 2005.
  
6. SADDLEBACK COLLEGE: GUEST SPEAKERS  
Speakers for Humanities Hour on November 8, December  
6, and January 18 for a total honoraria of \$1,100.
  
7. SADDLEBACK COLLEGE: SIX SIGMA TRAINING  
PROGRAM  
Approval of the Distribution Agreement with The Quality  
Group and authorization for the college to offer "Six  
Sigma" quality training.

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8. SADDLEBACK COLLEGE: FUNDS FOR SPRING MUSICAL ROYALTY RIGHTS  
Expenditure for royalty rights to the Theatre Arts Department musical "42<sup>nd</sup> Street" in the amount of \$6,000 payable to Tams-Witmark Music Library, Inc.
10. SADDLEBACK COLLEGE: CHILD DEVELOPMENT TRAINING CONSORTIUM  
Agreement with Yosemite Community College District for participation in the Consortium for 2004-05.
12. IRVINE VALLEY COLLEGE: DECLARATION OF INTENT TO LEASE REAL PROPERTY  
Adoption of Resolution 04-27 authorizing the district to request and open bid proposals for lease of property.
14. SOCCCD: NOTICE OF COMPLETION FOR THE HEALTH SCI. BLDG. PROJECT  
Approval to file Notices for Packages A, AA, H, K, N, P, and Z.
15. SOCCCD: AMENDMENT TO AGREEMENT - HEALTH SCI. BLDG. PROJECT  
Amendment to construction management agreement to extend on-site services until 11/30/04 for \$58,518.
16. SOCCCD: AUCTION 49, SURPLUS PROPERTY  
Approval of the sale, hiring of auction firm to conduct the auction, and of disposal of items not sold at the auction.
17. SOCCCD: PURCHASE OF COMPUTERS  
Purchase of 60 computers from MPC-GLLC through CMAS Contract for \$88,441.20.
18. SOCCCD: CHANGE ORDER REQUESTS FOR HEALTH SCI. BLDG.  
COR's 53, 61, 62, 63, 64, 65, 66, 67, and 68 decreasing the contract by \$17,455.
19. SOCCCD: BUSINESS PROCESS REVIEW CONSULTANT  
Consulting agreement with Strata Information Group for process review in Fiscal and Human Resources systems at a cost not to exceed \$30,000.

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20. SOCCCD: PRIVATE INVESTIGATION SERVICES  
Agreement with Karen T. Myers at a rate of \$175 per hour.
21. SOCCCD: CLAIM AGAINST THE DISTRICT  
Rejection of claim by Jessica Cha dated 10/6/04 and referral to the district's insurance administrator for processing.
22. TRANSFER OF BUDGET APPROPRIATIONS  
Budget transfers as delineated.
23. BUDGET AMENDMENT: 2004-05 RESTRICTED GENERAL AND CAPITAL OUTLAY FUNDS  
Adoption of Resolution 04-25 to amend the 2004-05 Adopted Budget.
24. PURCHASE ORDERS/CONFIRMING REQUISITIONS  
Purchase orders 01313 through 01615 totaling \$5,795,977.06, and confirming requisitions dated 9/11/04 through 10/8/04 totaling \$225,870.79.
25. PAYMENT OF BILLS  
Checks 0032737 through 0033291 totaling \$4,941,141.29; Saddleback College Community Education checks 7992 through 8009 totaling \$52,106.69; and checks 8043 through 8056 totaling \$11,088.42.
26. GIFTS TO THE DISTRICT AND FOUNDATIONS  
Acceptance of various donated items.
28. 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

TUESDAY, OCTOBER 26, 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 Employee Performance Evaluation and Appointment
    - a. Chancellor
    - b. Deputy Chancellor
    - c. Vice Chancellor, Educational Services
    - d. Vice President, Student Services, SC
    - e. Vice President, Instruction, SC
    - f. Dean, Counseling Services and Special Programs, SC
    - g. Dean, Business Sciences, Workforce, and Economic Dev., SC
    - h. Dean, Social and Behavioral Sciences, SC
    - i. Dean, Advanced Technology and Applied Science, SC
    - j. Dean, Liberal Arts and Learning Resources, SC
    - k. Dean, Mathematics, Science and Engineering, SC
    - l. Dean, Health, Human Services, and Emeritus Institute, SC
    - m. Asst. Dean, Athletic Director, SC
    - n. Asst. Dean, Health, Human Services, and Emeritus Institute, SC

- o. President, IVC
  - p. Vice President, Instruction, IVC
  - q. Dean, Business and Social Sciences, IVC
  - r. Dean, Advanced Technology, IVC
  - s. Director, Center for Applied and Competitive Tech., IVC
  - t. Director, Information Technology, District
  - u. Director, Research and Planning, District
  - v. Provost, Adv. Tech. & Education Park, District
2. Public Employee Discipline/Dismissal/Release (6)
- 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. College Books v. SOCCCD
    - b. Mora v. Mathur
    - c. Franzoni v. SOCCCD
    - d. CSEA, et al., v. SOCCCD Board of Trustees
    - e. IVC Academic Senate, etc., et al., v. SOCCCD Board of Trustees
    - f. Faculty Association v. SOCCCD, Unfair Practice Charge No. LA-CE-4514-E
    - g. Carl v. SOCCCD
    - h. Merryman 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
- D. Confidential Student Related Matter (Ed. Code 72122)

**RECONVENE OPEN SESSION: 7:00 P.M.**

**ACTIONS TAKEN IN CLOSED SESSION**

**INVOCATION**

Led by Trustee Wagner



## PLEDGE OF ALLEGIANCE

Led by Trustee Jay

## RESOLUTIONS/PRESENTATIONS/INTRODUCTIONS

Swearing In of Student Trustee Brittany Poulton

Presentation of Rebate Check from San Diego Gas and Electric

Presentation of Award from National Council for Marketing  
and Public Relations to Tracy Daly and P.J. Schramel

Resolution: 2004 Baseball State Champions, SC

Resolution: Jack Hodges, Coach of the Year, SC

Resolution: Martin McGrogan, Coach of the Year, IVC

## 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

## APPROVAL OF CONSENT CALENDAR ITEMS (Items 2 through 28)

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 September 27, 2004.
3. IRVINE VALLEY COLLEGE: CHILD DEVELOPMENT TRAINING CONSORTIUM  
Agreement with Yosemite Community College District for participation in the Consortium for 2004-05.
4. IRVINE VALLEY COLLEGE: STUDY ABROAD PROGRAM  
Intercultural Communication Studies in Xi'an Peoples Republic of China during Summer 2005.
5. IRVINE VALLEY COLLEGE: STUDY ABROAD PROGRAM  
Chinese Language Studies in Beijing, China, during Summer 2005.
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Speakers for Humanities Hour on November 8, December 6, and January 18 for a total honoraria of \$1,100.
7. SADDLEBACK COLLEGE: SIX SIGMA TRAINING PROGRAM  
Approval of the Distribution Agreement with The Quality Group and authorization for the college to offer "Six Sigma" quality training.
8. SADDLEBACK COLLEGE: FUNDS FOR SPRING MUSICAL ROYALTY RIGHTS  
Expenditure for royalty rights to the Theatre Arts Department musical "42<sup>nd</sup> Street" in the amount of \$6,000 payable to Tams-Witmark Music Library, Inc.
9. SADDLEBACK COLLEGE COMMUNITY EDUCATION Programs and presenters for Spring 2005.

10. SADDLEBACK COLLEGE: CHILD DEVELOPMENT TRAINING CONSORTIUM  
Agreement with Yosemite Community College District for participation in the Consortium for 2004-05.
11. IRVINE VALLEY COLLEGE: PURCHASE OF COMPUTERS  
Purchase of 137 Dell computers by piggybacking on the Western States Contracting Alliance Master Price Agreement for a total of \$201,171.29.
12. IRVINE VALLEY COLLEGE: DECLARATION OF INTENT TO LEASE REAL PROPERTY  
Adoption of Resolution 04-27 authorizing the district to request and open bid proposals for lease of property.
13. SADDLEBACK COLLEGE: PURCHASE OF COMPUTERS  
Purchase of 76 Apple computers by piggybacking on the Glendale USD Bid for a total of \$295,868.57.
14. SOCCCD: NOTICE OF COMPLETION FOR THE HEALTH SCI. BLDG. PROJECT  
Approval to file Notices for Packages A, AA, H, K, N, P, and Z.
15. SOCCCD: AMENDMENT TO AGREEMENT - HEALTH SCI. BLDG. PROJECT  
Amendment to construction management agreement to extend on-site services until 11/30/04 for \$58,518.
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Approval of the sale, hiring of auction firm to conduct the auction, and of disposal of items not sold at the auction.
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Consulting agreement with Strata Information Group for process review in Fiscal and Human Resources systems at a cost not to exceed \$30,000.
20. SOCCCD: PRIVATE INVESTIGATION SERVICES  
Agreement with Karen T. Myers at a rate of \$175 per hour.
21. SOCCCD: CLAIM AGAINST THE DISTRICT  
Rejection of claim by Jessica Cha dated 10/6/04 and referral to the district's insurance administrator for processing.
22. TRANSFER OF BUDGET APPROPRIATIONS  
Budget transfers as delineated.
23. BUDGET AMENDMENT: 2004-05 RESTRICTED GENERAL AND CAPITAL OUTLAY FUNDS  
Adoption of Resolution 04-25 to amend the 2004-05 Adopted Budget.
24. PURCHASE ORDERS/CONFIRMING REQUISITIONS  
Purchase orders 01313 through 01615 totaling \$5,795,977.06, and confirming requisitions dated 9/11/04 through 10/8/04 totaling \$225,870.79.
25. PAYMENT OF BILLS  
Checks 0032737 through 0033291 totaling \$4,941,141.29; Saddleback College Community Education checks 7992 through 8009 totaling \$52,106.69; and checks 8043 through 8056 totaling \$11,088.42.
26. GIFTS TO THE DISTRICT AND FOUNDATIONS  
Acceptance of various donated items.
27. AUTHORIZATION OF PAYMENT TO TRUSTEE ABSENT FROM BOARD MEETING  
Adoption of Resolution 04-26 to authorize payment to Trustee Marcia Milchiker who was absent from the 9/27/04 board meeting.

28. 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*

29. SOCCCD: LOCALLY FUNDED PROJECTS PROGRESS REPORT  
Status of locally funded construction projects.
30. SOCCCD: MONTHLY FINANCIAL STATUS REPORT  
Adopted budget, revised budget, and transactions through the end of the prior month.
31. SOCCCD: QUARTERLY FINANCIAL STATUS REPORT  
Report for quarter ending 9/30/04.
32. SOCCCD: QUARTERLY FINANCIAL STATUS REPORT  
Report as of September 30, 2004.
33. CONTRACTS UNDER \$5,000  
Summary of contracts for September/October 2004.
34. IRVINE VALLEY COLLEGE: FALL 2004 STIPEND  
An additional extracontractual assignment.

## **CHANCELLOR'S ITEM (Item 35)**

### *ITEM RECOMMENDED FOR APPROVAL*

35. RESOLUTION IN SUPPORT OF CALIFORNIA COMMUNITY COLLEGE SYSTEM RESPONSE TO CALIFORNIA PERFORMANCE REVIEW  
Adoption of Resolution 04-31.

## **DEPUTY CHANCELLOR'S ITEMS (Items 36 through 42)**

### *ITEMS RECOMMENDED FOR APPROVAL*

36. ACADEMIC PERSONNEL ACTIONS  
Administrative Employment (Provost); Additional Compensation; Academic Temporary Part-Time/Substitute Staff; OSH Banking Leave Provision.
37. CLASSIFIED PERSONNEL ACTIONS  
New Personnel Appointments; Classified Employment; Volunteers; Change of Status; Salary Adjustments; Leave of Absence; Authorization to Establish and Announce Classified Positions; Resignation/Retirement/Conclusion of Employment.
38. IRVINE VALLEY COLLEGE: MAINTENANCE AND POLICE FACILITY  
Approval to build facility, use basic aid funding in the amount of \$2,870,000, and hire LPA to provide architectural services.
39. SADDLEBACK COLLEGE: PARKING AND TRAFFIC STUDY  
Agreement with International Parking Design, Inc., to conduct the study and provide recommendations for the amount of \$48,500.
40. SADDLEBACK COLLEGE: ARCHITECT FOR M/S/E ANNEX BUILDING STUDY  
Agreement with Carrier-Johnson to prepare program/feasibility study for the project for the amount of \$57,500 from basic aid.
41. SADDLEBACK COLLEGE: ARCHITECT FOR REMODEL OF JAMES B. UTT LIBRARY  
Agreement with GKK to provide architectural services for a fee equal to 9% of construction cost using basic aid funds.
42. SADDLEBACK COLLEGE: GEOTECHNICAL CONSULTANT FOR TAS BUILDING  
Agreement with American Geotechnical to perform survey and prepare report for \$7,500.

**VICE CHANCELLORS' ITEMS (Items 43 through 45)**

**EDUCATIONAL SERVICES**

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*ITEMS RECOMMENDED FOR APPROVAL*

43. IRVINE VALLEY COLLEGE: GRANT APPLICATION  
Application for funding from Foundation for California  
Community Colleges for the "TANF CDC Project."
44. SADDLEBACK COLLEGE: GRANT APPLICATIONS  
Application for funding from the National Science  
Foundation for the "Aquarium and Aquaculture Science  
Curriculum, Laboratory, and Faculty Enhancement" project.
45. NEW BOARD POLICIES  
Board Policy 3340, Cellular Telephone Usage, and BP 4016,  
Drug-Free Environment and Drug Prevention Program.

**PRESIDENT'S ITEM (Items 46 through 48)**

**SADDLEBACK COLLEGE**

*ITEMS RECOMMENDED FOR APPROVAL*

46. SADDLEBACK COLLEGE: FACULTY HIRING  
Approval of announcement of and recruitment for full-  
time faculty positions for the 2005-06 academic year.

**IRVINE VALLEY COLLEGE**

47. IRVINE VALLEY COLLEGE: FACULTY HIRING  
Approval of announcement of and recruitment for full-  
time faculty positions for the 2005-06 academic year.
48. IRVINE VALLEY COLLEGE: ASIVC 2004-05 BUDGET  
Ratification of the budget of the Associated Students of  
Irvine Valley College.

**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.**

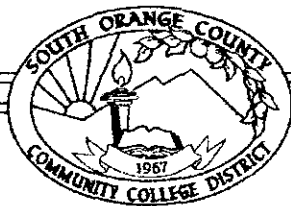
49. PRESIDENTS' / GOVERNANCE GROUPS' REPORTS
- a. Presidents
  - b. Student Government Reports
    - Associated Student Government of Saddleback College
    - Associated Students of Irvine Valley College
  - c. Academic Senates' Reports
    - Saddleback College Academic Senate
    - Irvine Valley College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

**CORRESPONDENCE**

50. 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.**





# Resolution

*South Orange County Community College District  
Board of Trustees*

**SADDLEBACK COLLEGE  
2004 BASEBALL STATE CHAMPIONS  
04-28**

**Whereas**, the 2004 Saddleback College Baseball Team won all five post-season contests as the visiting team and captured the 2004 California Community Colleges Commission on Athletics Baseball Championship with a 5-2 victory over Fresno City College in the semifinal contest and a 10-4 victory over Cypress College in the championship game; and

**Whereas**, the 2004 State Championship was the first state title awarded to the baseball program in the history of the College following state runner-up finishes in 1998 and 2003; and

**Whereas**, pitcher P.J. Sandoval and shortstop Clayton Carson earned first-team all-Orange Empire Conference recognition while first baseman Keahi Kapana and outfielder Eric Sheridan earned second-team all-conference honors, with Sandoval also earning all-America honors and being named as the State Championship tournament's most valuable player; and

**Whereas**, team members performed exceptionally on the playing field and the staff of Jack Hodges, Jaime Barker, Ron Drake, Ralph Grajeda, John Marino, and David Blincoe provided outstanding coaching, mentorship and direction; therefore

**Be it resolved** that the Board of Trustees of the South Orange County Community College District does hereby commend and congratulate the 2004 Saddleback College Baseball Team members Jorge Araiza, Nate Beyer, Dustin Bothwell, Eric Brock, Shaun Burkle, Bryce Carrier, Brian Capon, Clayton Carson, Montana Dye, Adam Frumes, Brent Halstead, Pat Hebel, Brennan Jackson, Joseph Kala, Keahi Kapana, Travis McConnell, Michael Mercado, Johnny Noland, Dave Pherrin, Gerry Rommel, P.J. Sandoval, Eric Sheridan, Derek Smith, Jordan Struble, Kyle Walton, and Paul Wilson.

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**Donald P. Wagner, President**

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**Nancy Padberg, Vice President**

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**Thomas A. Fuentes, Clerk**

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**William O. Jay, Member**

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**David B. Lang, Member**

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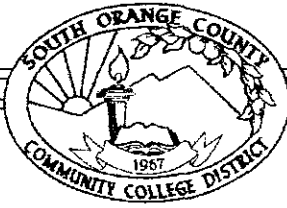
**Marcia Milchiker, Member**

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**John S. Williams, Member**

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**Brittany Poulton, Student Member**



# Resolution

*South Orange County Community College District  
Board of Trustees*

## **SADDLEBACK COLLEGE JACK HODGES, COACH OF THE YEAR**

04-29

**Whereas**, Saddleback College Head Baseball Coach Jack Hodges was selected as the 2003-04 Community College League of California's Commission on Athletics Men's Co-Coach of the Year in the Orange Empire Conference; and

**Whereas**, Coach Jack Hodges led the 2004 Saddleback College baseball team to the post-season playoffs for the eleventh time in the past twelve seasons, advanced to the state tournament as one of the top four teams in the state for the third time in seven years, and won the California Community College state baseball championship for the first time in school history; and

**Whereas**, Coach Jack Hodges earned his 400<sup>th</sup> career victory during the season and was named as the American Baseball Coaches Association's ABCA/Diamond Sports Company California Community Colleges Coach of the Year; therefore

**Be it resolved** that the Board of Trustees of the South Orange County Community College District does commend and congratulate Saddleback College Head Baseball Coach Jack Hodges for outstanding leadership and coaching of student athletes.

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**Donald P. Wagner, President**

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**Nancy Padberg, Vice President**

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**Thomas A. Fuentes, Clerk**

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**William O. Jay, Member**

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**David B. Lang, Member**

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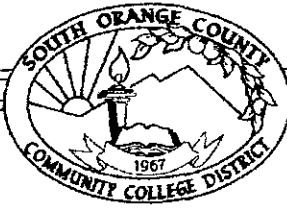
**Marcia Milchiker, Member**

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**John S. Williams, Member**

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**Brittany Poulton, Student Member**



# *Resolution*

*South Orange County Community College District*

*Board of Trustees*

## **IRVINE VALLEY COLLEGE MARTIN McGROGAN, COACH OF THE YEAR**

04-30

**Whereas**, Irvine Valley College Men's Soccer Team Coach Martin McGrogan was selected as the 2003-04 Community College League of California's Commission on Athletics Men's Co-Coach of the Year in the Orange Empire Conference; and

**Whereas**, Coach Martin McGrogan led the Irvine Valley College men's soccer team to its best season in program history by winning the 2003-04 California Community College state soccer title, and by being named the best Division III Community College team in the nation in the National Soccer Coaches Association of America/Adidas poll; and

**Whereas**, Coach Martin McGrogan has shown exemplary leadership by having coached the Irvine Valley Women's Badminton Team to its third consecutive California state title in 2004; therefore

**Be it resolved** that the Board of Trustees of the South Orange County Community College District does commend and congratulate the outstanding leadership and performance of Irvine Valley College Men's Soccer Team Coach Martin McGrogan for his dedication to student achievement.

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**Donald P. Wagner, President**

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**Nancy Padberg, Vice President**

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**Thomas A. Fuentes, Clerk**

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**William O. Jay, Member**

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**David B. Lang, Member**

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**Marcia Milchiker, Member**

---

**John S. Williams, Member**

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**Brittany Poulton, Student Member**

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	BOARD OF TRUSTEES	<b>ITEM:</b>	<b>1</b>
<b>FROM:</b>	CHANCELLOR	<b>DATE:</b>	10/26/04
<b>SUBJECT:</b>	BOARD AND CHANCELLOR'S REPORTS/BOARD REQUESTS FOR REPORTS		
<b>REASON FOR BOARD CONSIDERATION:</b>	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

<b>Item Submitted By:</b>	Dr. Raghu P. Mathur, Chancellor
<b>Item Reviewed By:</b>	
<b>Final Disposition:</b>	<b>Vote :</b>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

<b>TO:</b>	BOARD OF TRUSTEES	<b>ITEM:</b>	2
<b>FROM:</b>	CHANCELLOR	<b>DATE:</b>	10/26/04
<b>SUBJECT:</b>	MINUTES FROM PREVIOUS MEETINGS		
<b>REASON FOR BOARD CONSIDERATION:</b>	APPROVAL		

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

<b>Item Submitted By:</b>	Dr. Raghu P. Mathur, Chancellor
<b>Item Reviewed By:</b>	
<b>Final Disposition:</b>	<b>Vote :</b>

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	BOARD OF TRUSTEES	<b>ITEM:</b>	3
<b>FROM:</b>	CHANCELLOR	<b>DATE:</b>	10/26/04
<b>SUBJECT:</b>	IRVINE VALLEY COLLEGE: CHILD DEVELOPMENT TRAINING CONSORTIUM		
<b>REASON FOR BOARD CONSIDERATION:</b>	APPROVAL		

**BACKGROUND**

Funded by the California Department of Education, the Child Development Training Consortium was created in 1982-83 to address the critical shortage of qualified child care workers in the state of California. Administered by agreement with the Yosemite Community College District, the Consortium provides financial resources through 95 community colleges to assist students in meeting the educational requirements of any of the Child Development Permits. Irvine Valley College joined the Consortium in Spring of 2000 and has participated for four and one-half years. During this time approximately 340 students have received reimbursements for study in amounts ranging from \$11 to \$26 per unit.

**STATUS**

The Department of Human Development, Irvine Valley College, seeks to continue participation in the Child Development Training Consortium for the academic year 2004-2005. Approval of this agreement (EXHIBIT A) would provide services to students including reimbursement of tuition, tutoring, childcare expenses, and textbooks. The agreement would be through July 31, 2005. There will be no negative impact on the college general funds.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the agreement (EXHIBIT A) with Yosemite Community College District for participation in the Child Development Training Consortium for 2004-2005.

<b>Item Submitted By:</b>	Dr. Glenn R. Roquemore, President	<i>GR acting president</i>
<b>Item Reviewed By:</b>	Dr. Raghu P. Mathur, Chancellor	
<b>Final Disposition:</b>	<b>Vote:</b>	

**CHILD DEVELOPMENT TRAINING CONSORTIUM  
2004-2005 INSTRUCTIONAL AGREEMENT  
AGREEMENT NUMBER 05 - 3867**

This Agreement is made and entered into this 1<sup>st</sup> day of August, 2004, by and between the Yosemite Community College District, Child Development Training Consortium, hereafter called the YCCD/CDTC, and **South Orange County Community College District for Irvine Valley College**, hereafter called the CONTRACTOR.

WITNESSETH: That the CONTRACTOR for and in consideration of the covenants, conditions, agreements, and stipulations of the YCCD/CDTC hereinafter expressed, does hereby agree to furnish to the YCCD/CDTC services as follows:

**I. STATEMENT OF WORK**

- A. The CONTRACTOR will designate a Campus Coordinator. The Campus Coordinator will be responsible to prepare and submit all required reports, coordinate all Consortium activities for the CONTRACTOR, and be readily available to assist students enrolling in the program. The Campus Coordinator is expected to attend two (2) YCCD/CDTC sponsored meetings at YCCD/CDTC expense. The YCCD/CDTC must be notified in writing within fifteen (15) calendar days of any change in Campus Coordinators.
- B. The CONTRACTOR will generate up to **300** units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit. Enrolled units must be completed between July 1, 2004, and June 30, 2005. Physical education courses and general work experience courses are excluded. Child development work experience and remedial courses are included.
- C. The CONTRACTOR will be paid for training a maximum of **16** Professional Growth Advisors using YCCD/CDTC supplied training resources. Advisors must be trained between August 1, 2004, and June 30, 2005.
- D. The CONTRACTOR will be paid for sponsoring a maximum of **one** Professional Growth Advisor networking session(s) between August 1, 2004, and June 30, 2005.
- E. The CONTRACTOR will make good faith efforts to recruit and employ qualified faculty who reflect the ethnic makeup of the student population.
- F. The CONTRACTOR will provide appropriate community college courses, which:
  - 1. Meet the requirements of the Child Development Permit Matrix (included in this Agreement as *Appendix A*) and/or child care licensing regulations.
  - 2. Are degree or certificate applicable.
  - 3. Are offered for credit with the possible exception of remedial courses.
  - 4. Are transferable whenever possible.

5. Are available to family child care providers and employees of child care/development programs serving infants through school-age children.
6. Are responsive to local community needs.

G. The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term using the Participant Profile.

1. Student must be seeking a new or maintaining a currently held Child Development Permit, AND
2. At the time of enrollment, the student must be employed by a child care/development program including licensed family child care and out-of-school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Employment in a kindergarten classroom is also acceptable, AND
3. Student employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit, AND
4. Student must work in the state of California.
5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home child care providers are not eligible.

H. The CONTRACTOR will enroll eligible students according to the following three priorities:

*California Department of Education, Child Development Division (CDE/CDD)  
Priorities for Enrollment:*

- |            |  |
|------------|--|
| Priority 1 | Employees of all direct-funded CDE/CDD programs including center-based programs and family child care network programs or center-based programs with satellite family child care providers. This also includes co-located Head Start Programs. |
| Priority 2 | Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services.   |
| Priority 3 | Employees of all other programs including center-based and licensed family child care homes.   |

*Within each priority group listed above, priority will be given to students fulfilling the requirements for an Assistant or Associate Teacher or Teacher Child Development Permit.*



### *Local Priorities for Enrollment*

The local YCCD/CDTC Advisory Committee may establish additional priorities. However, the CDE/CDD priorities listed above must be met before local priorities can be implemented. Local priorities are encouraged to meet local needs within the context of the CDE/CDD priorities.

- I. The CONTRACTOR will establish a new or use an existing Advisory Committee to solicit input on local needs, courses to be offered and approve the student eligibility and payment policies.
  1. The Advisory Committee will make a good faith effort to represent the local child care labor market by including the following program representatives: the Campus Coordinator; one community college child development instructor; one family child care provider; one representative of a child care program funded by the California Department of Education, Child Development Division (CDE/CDD); one representative of a private-for-profit child care program; one representative of a private-non-profit child care program; one representative of the local Resource and Referral program; one college student majoring in child development; one representative from the Local Child Care and Development Planning Council; and one representative from the county-level Children and Families Commission, and one representative from the local Child Care Retention Incentive (CRI) program (i.e. CARES and/or AB212).
  2. The Advisory Committee will meet a minimum of once each semester/term.
  3. Both meetings must be properly documented with agendas and minutes, which must be submitted with the Year-End Report.
  
- J. The CONTRACTOR will complete an annual needs study of the local service area to determine the greatest needs of individuals seeking new or maintaining currently held Child Development Permits. Information collected should include:
  1. Description of eligible students to be served
  2. Special circumstances or unique challenges and characteristics of eligible students
  3. Description of agencies/programs that will benefit
  4. Area strengths
  5. Area needs
  6. Description of most needed courses including topics, times, locations and preferred language of instruction.
  
- K. The CONTRACTOR will provide student grade documentation to YCCD/CDTC upon request for audit purposes.

- L. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due dates are included in this Agreement as *Appendix B - 2004-2005 Required Reports and Time Lines*. All reports should be submitted to the Child Development Training Consortium, 1620 North Carpenter Road, Suite C-16, Modesto, CA 95351.
- M. The CONTRACTOR will ensure that no full-time equivalent (FTE) will be collected for courses that are funded with YCCD/CDTC funds.

## II. PERIOD OF PERFORMANCE

The term of this Agreement shall be from August 1, 2004, to and including July 31, 2005. Enrolled units must be completed between July 1, 2004, and June 30, 2005. Professional Growth Advisor trainings and networking sessions must be completed between August 1, 2004, and June 30, 2005. All allowable expenditures must be encumbered by July 31, 2005.

## III. BUDGET AND ALLOWABLE EXPENSES

- A. By October 22, 2004, a final 2004-2005 budget based on the funding authorized in this Agreement must be on file with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.
- B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval when anticipated expenses in a major expense category (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).
- C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook on page 48. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.
- D. The CONTRACTOR will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program. Approved CDE rates are available in the Campus Coordinator Handbook on page 52.
- E. The CONTRACTOR will not expend YCCD/CDTC funds on food, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its identify when removed from its location and is not changed materially or consumed immediately (typically, within a year) by use. Equipment has relatively permanent value and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers and furnishings that are not integral parts of the building or the building system.
- F. If the CONTRACTOR demonstrates a consistent pattern of under-generating its contracted number of units, the number of contracted units may be reduced in subsequent years.

#### IV. PAYMENT FOR SERVICES

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed \$8,176.00. The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than \$100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by July 31, 2005. Checks should be made payable to YCCD.
- B. The CONTRACTOR will be paid \$25.00 per enrolled unit of course work, which meets requirements of the Child Development Permit Matrix and/or child care licensing regulations to the maximum stated in Paragraph I.B. Units for physical education and general work experience classes are excluded. Units for remedial courses and child development work experience are included.
- C. The CONTRACTOR will be paid \$36.00 per trained Professional Growth Advisor, who meets the eligibility criteria established by the California Commission on Teacher Credentialing, to the maximum stated in Paragraph I.C.
- D. The CONTRACTOR will be paid \$100.00 per Professional Growth Advisor networking session, to the maximum stated in Paragraph I.D.
- E. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including an original 2004-2005 Participant Profile for each enrolled student for each semester/term, and/or an original Professional Growth Advisor Registration card for each trained and qualified advisor. Networking session payments will be based on original meeting documentation including agenda, sign-in sheets, and participant evaluations.
- F. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.
- G. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The final expenditure report is due no later than July 31, 2005.

#### V. RETENTION OF RECORDS AND AUDITS

The CONTRACTOR will retain all programmatic and fiscal records for a minimum of five (5) full years from the date of final payment under this Agreement. The CONTRACTOR will make these records available to YCCD/CDTC upon request for audit purposes during the progress of the work and for five (5) years following final payment. The federal audit number for this project is 93.575042.

#### VI. CONTRACT AMENDMENTS

This Agreement may be amended with mutual written consent of both parties and the approval of the California Department of Education, Child Development Division.

**VII. 30 DAY TERMINATION NOTICE**

It is mutually agreed that either party may terminate this Agreement by giving thirty (30) calendar days advance written notice.

**VIII. FUND AVAILABILITY**

Funding of this Agreement is contingent upon appropriation and availability of funds from the California Department of Education, Child Development Division. The YCCD/CDTC is funded with federal Child Care and Development Quality Improvement funds.

**IX. NONDISCRIMINATION CLAUSE**

- A. During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate, harass, or allow harassment against any employee or student because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), sexual orientation, or marital status. CONTRACTOR will ensure that the evaluation and treatment of employees and student participants are free from such discrimination and harassment.
- B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder.
- C. By signing this Agreement, the CONTRACTOR ensures that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability.

**X. INDEPENDENT CONTRACTORS**

It is understood that this is an Agreement by and between independent contractors and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture.

**XI. HOLD HARMLESS CLAUSE**

Both the CONTRACTOR and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, and the officers, employees, boards, volunteers, and agents of the other party from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the parties to this Agreement or the activities of either party's boards, officers, agents, employees, or volunteers. Each party further agrees to waive all rights of subrogation against the other party. The provisions of this indemnity agreement do not, however, apply to any damages or losses caused by the negligence of the other party or any of its officers, employees, boards, volunteers, or agents.

**XII. ACKNOWLEDGMENT**

The CONTRACTOR will acknowledge the support of the YCCD/CDTC when publicizing the work performed under this Agreement. Materials developed with funds from this Agreement shall contain an acknowledgment of the use of federal Child Care and

Development Quality Improvement funds received from the California Department of Education, Child Development Division.

**XIII. DRUG-FREE WORKPLACE**

The CONTRACTOR certifies compliance with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace.

**IX. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT**

If the CONTRACTOR fails to fulfill the terms of this Instructional Agreement, the CONTRACTOR will be placed on informal probation for the period of one year. If the CONTRACTOR fails to fulfill the terms of the Instructional Agreement while on informal probation, a Probationary Instructional Agreement will be issued in the second year. If the CONTRACTOR fails to fulfill the terms of the Probationary Instructional Agreement, no further Instructional Agreements will be issued to CONTRACTOR.

**AGREED TO BY:**

<b>CONTRACTOR Authorizing Signature:</b>	
<b>Printed Name of Person Signing:</b>	
<b>Title of Person Signing:</b>	
<b>Date:</b>	

*Yosemite Community College District*

<b>Authorizing Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	<b>George Railey, Interim Vice Chancellor Educational Services</b>
<b>Date:</b>	

**Attachments for reference:** Appendix A - Child Development Permit Matrix  
Appendix B - 2004-2005 Required Reports and Time Lines

Return two **Instructional Agreements with original signatures** to:  
 Yvonne Schemper, Child Development Training Consortium  
 1620 North Carpenter Road, Suite C-16, Modesto, CA 95351  
 For questions, call (209) 341-1663

<b>For CDTC Use Only:</b>	Date Rcvd: _____ To D.O.: _____ From D.O.: _____ To CONTRACTOR: _____
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# Child Development Permit Matrix - with Alternative Qualification Option

Permit Title	Education Requirement (Option 1 for all permits)	Experience Requirement (Applies to Option 1 Only)	Alternative Qualifications (with option numbers indicated)	Authorization
Assistant (Optional)	<b>Option 1:</b> 6 units of Early Childhood Education (ECE) or Child Development (CD)	None	<b>Option 2:</b> Accredited HERO program (including ROP)	Assist in the care, development and instruction of children in a child care and development program; and supervise an Associate Teacher under the supervision of an Associate Teacher or above.
Associate Teacher	<b>Option 1:</b> 12 units ECE/CD including core courses**	50 days of 3+ hours per day within 2 years	<b>Option 2:</b> Child Development Associate (CDA) Credential. CDA Credential must be earned in California	May provide service in the care, development and instruction of children in a child care and development program; and supervise an Assistant Teacher or an Aide.
Teacher	<b>Option 1:</b> 24 units ECE/CD including core courses** plus 16 General Education (GE) units*	175 days of 3+ hours per day within 4 years	<b>Option 2:</b> AA or higher in ECE/CD or related field with 3 units supervised field experience in ECE/CD setting	May provide service in the care, development and instruction of children in a child care and development program, and supervise all above.
Master Teacher	<b>Option 1:</b> 24 units ECE/CD including core courses** plus 16 GE units* plus 6 specialization units plus 2 adult supervision units	350 days of 3+ hours per day within 4 years	<b>Option 2:</b> BA or higher with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting	May provide service in the care, development and instruction of children in a child care and development program, and supervise all above. May also serve as a coordinator of curriculum and staff development in a child care and development program.
Site Supervisor	<b>Option 1:</b> AA (or 60 units) including: <ul style="list-style-type: none"> <li>• 24 ECE/CD units with core courses**</li> <li>• 16 GE units*</li> <li>• 6 administration units</li> <li>• 2 adult supervision units</li> </ul>	350 days of 3+ hours per day within 4 years including at least 100 days of supervising adults	<b>Option 2:</b> BA or higher with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; <b>or</b> <b>Option 3:</b> Admin. credential *** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; <b>or</b> <b>Option 4:</b> Teaching credential**** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting	May supervise a child care and development program operating at a single site; provide service in the care, development and instruction of children in a child care and development program; and serve as coordinator of curriculum and staff development in a child care and development program.
Program Director	<b>Option 1:</b> BA or higher including: <ul style="list-style-type: none"> <li>• 24 ECE/CD units with core courses**</li> <li>• 6 administration units</li> <li>• 2 adult supervision units</li> </ul>	Site Supervisor status and one program year of Site Supervisor experience	<b>Option 2:</b> Admin. credential *** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; <b>or</b> <b>Option 3:</b> Teaching credential**** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting, plus 6 units administration; <b>or</b> <b>Option 4:</b> Master's Degree in ECE/CD or Child/Human Development	May supervise a child care and development program operating in a single site or multiple sites; provide service in the care, development and instruction of children in a child care and development program; and serve as coordinator of curriculum and staff development.

**NOTE:** All unit requirements listed above are semester units. All course work must be completed with a grade of C or better. Spanish & Chinese translations available.

\*One course in each of four general education categories, which are degree applicable: English/Language Arts; Math or Science; Social Sciences; Humanities and/or Fine Arts.

\*\*Core courses include child/human growth & development; child/family/community or child and family relations; and programs/curriculum. You must have a minimum of three semester units of growth & development and child/family/community.

\*\*\*Holders of the Administrative Services Credential may serve as a Site Supervisor or Program Director.

\*\*\*\*A valid Multiple Subject or a Single Subject in Home Economics.

\*\*\*\*\*Professional growth hours must be completed under the guidance of a Professional Growth Advisor. Call (209) 572-6085 for assistance in locating an advisor.

*This matrix was prepared by the Child Development Training Consortium, [www.childdevelopment.org](http://www.childdevelopment.org). Call (209) 572-6080 for a permit application.*

## APPENDIX A

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	BOARD OF TRUSTEES	<b>ITEM:</b>	4
<b>FROM:</b>	CHANCELLOR	<b>DATE:</b>	10/26/04
<b>SUBJECT:</b>	IRVINE VALLEY COLLEGE: SCHOOL OF FINE ARTS INTERCULTURAL COMMUNICATION STUDIES IN XI'AN INTERNATIONAL STUDIES UNIVERSITY, PEOPLE'S REPUBLIC OF CHINA - SUMMER 2005		
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>		

**BACKGROUND**

Irvine Valley College is committed to providing high quality education and a full range of cultural activities for students. For many years, the College has offered courses in many different countries by expert, talented faculty who provided academic work in conjunction with cultural travel experiences. The College offered a very successful study abroad program in China in Summer 2002. Study abroad programs are authorized under Board Policy 6150.

**STATUS**

The School of Fine Arts at Irvine Valley College proposes to offer Intercultural Communication at Xi'an International Studies University in the People's Republic of China during Summer 2005 from June 3, 2005 to June 24, 2005. The program will be organized and arranged by Journeys of Discovery (JOD) for a fee of \$1,995 per student. The details of the program are summarized in the Study Abroad Program Information Summary in EXHIBITS A and C. The required Educational Tour/Field Study Travel Contractor Agreement is provided in EXHIBIT B. Financial aid opportunities will be provided through the Office of Financial Aid for those students who qualify.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Intercultural Communication Studies in Xi'an, Peoples Republic of China, Summer of 2005, as summarized in EXHIBITS A & C, directs the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with JOD for coordinating all travel agreements in EXHIBIT B.

<b>Item Submitted By:</b>	Dr. Glenn R. Roquemore, President	<i>GR acting president</i>
<b>Item Reviewed By:</b>	Dr. Raghu P. Mathur, Chancellor	
<b>Final Disposition:</b>		<b>Vote:</b>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**STUDY ABROAD PROGRAM INFORMATION SUMMARY**

<b>1. PROGRAM</b>									
Location/Destination:		Xi'an, China			First Trip: Yes:			No:	X
Dates:	From:	6/3/05		To:	6/24/05		Total No. of Days:		21
Partner Name (Academic Institution):				Xi'an International Studies University					
Address:		Shaada Lu, Xi'an, Shaanxi, PRC 710061							
Contact Person:		Zhao Guo Hua			Telephone No.:		86 29 85309417		
Description of Institution:		College							
Includes:	Accredited Instruction		Yes:	X	No:				
	Transfer College Units		Yes:	X	No:				
	Orientation		Yes:	X	No:				
	Books/Supplies		Yes:	X	No:				
	Tutors		Yes:	X	No:				
	Weekend Study Activities		Yes:	X	No:				
	Food		Yes:	X	No:				
	Transportation		Yes:	X	No:				
	Lodging		Yes:	X	No:				
Other:									
Does Not Include: (Examples: Local Transportation at home; Personal Items, etc.)			Personal expenses during program and dinners in Beijing and Shanghai, airport construction fee						
Other:			Irvine Valley College tuition/administrative fees, passport fees, extra protection insurance coverage for increased medical and/or personal effects as outlined in the JOD brochure, and U.S. government/airline-imposed departure taxes and fees on airfare (estimated at \$60).						
<b>2. FACULTY</b>									
Lead Faculty Name:		Gary Rybold (4 OSH)							
Coordinates Trip:				Yes:	X	No:			
If No, Explain:									
Travels to Site:				Yes	X	No:			
Dates:	From:	6/3/05			To:	6/9/05			
Teaching Assignment at Program Site:				Yes	X	No:			
Dates:	From:	6/9/05			To:	6/20/05			
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:									
Other:									
<b>3. COURSE(S) OFFERED AT PROGRAM SITE</b>									
Course No.:		Course Title:						No. of Units	



SP 9	Intercultural Communication	3 Units
SP 106	Forensics Activity	1 Unit

**4. STUDENTS**

Minimum number of students required to make program:	12
Minimum number of units:	4.0
Maximum number of units:	4.0
If this is a repeat program site, what is the average number of units taken per student?	NA
Other	

**5. COSTS**

Student:	
Contracted cost per student:	\$ 1,995.00
Average cost per day: <i>(It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)</i>	\$ 95.00
College:	
Additional costs to the District? Yes: No: <input checked="" type="checkbox"/>	
If Yes Explain:	
Cost of substitute pay if instruction is also receiving salary for courses at IVC and/or SC during the same period of time.	\$ N/A
Other Costs	\$ 0

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

Excursions, field trips, tours, and extra curricular activities

**7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES**


	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m.						Excursions,	
9 a.m.	Classes	Classes	Classes	Classes	Classes	Field Trips	
10a.m.						tournament	
11a.m.	↓	↓	↓	↓	↓		
12 Noon							
1 p.m.	↓	↓	↓	↓	↓		
2 p.m.	↓	↓	↓	↓	↓		
3 p.m.							
4 p.m.							
5 p.m.							
6 p.m.	Debate prac.	Debate prac.	Debate prac.	Debate prac.	Debate prac.		
7 p.m.							
8 p.m.							
9 p.m.	↓	↓	↓	↓	↓	↓	
10 p.m.	↓	↓	↓	↓	↓	↓	


Exceptions to weekly schedule: Optional extra curricular activities during non-instructional periods


**8. ATTACHMENTS**

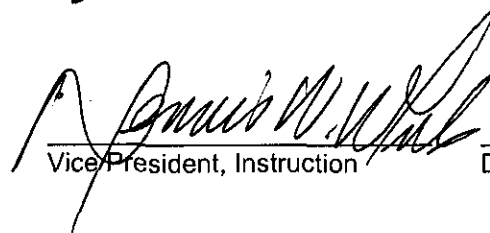
1. Course Outline/Syllabus
2. Contract Provider.

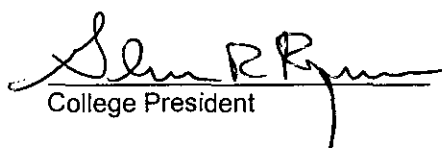
**9. REQUIRED SIGNATURES**

  
\_\_\_\_\_  
Lead Faculty Member      10/8/04  
Date

  
\_\_\_\_\_  
Department Chair      10/8/04  
Date

  
\_\_\_\_\_  
Division/School Dean      10/8/04  
Date

  
\_\_\_\_\_  
Vice President, Instruction      10-8-04  
Date

  
\_\_\_\_\_  
College President      10/8/04  
Date

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**EDUCATIONAL TOUR/FIELD STUDY TRAVEL CONTRACTOR AGREEMENT**

**GENERAL TERMS AND CONDITIONS**

*Intercultural communication studies – China summer 2005*

This Agreement is made this \_\_\_\_\_ between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California, (“DISTRICT”) and Journeys of Discovery (JOD) (“TRAVEL CONTRACTOR”) 4025 Camino del Rio South, Ste 200, San Diego 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 “Itinerary”

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

5. **RESTRICTION ON TRIP PARTICIPATION** – All Educational Tour/Field Study Trip participants shall be registered in the course related to the Educational Tour Field Study. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE TOUR PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN AN EDUCATIONAL TOUR/FIELD STUDY TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION." Prior to the

departure of any Educational Tour/Field Study Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all Educational Tour/Field Study Trip participants, showing name, address, emergency contact and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Educational Tour/Field Study Trip.

6. **EDUCATIONAL TOUR/FIELD STUDY CORRESPONDENCE -TRAVEL CONTRACTOR** shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.
7. **INDEMNIFICATION** – TRAVEL CONTRACTOR shall protect, hold harmless, indemnify, and defend DISTRICT (including its trustees, officers and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits, or judgments of any and every kind (including reasonable attorney's fees) that any person (including but not limited to Educational Tour/Field Study Trip participants or TRAVEL CONTRACTOR'S employees), or such person's heirs, executors, administrators or assigns may have against the DISTRICT, arising out of or in connection with TRAVEL CONTRACTOR'S activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR'S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.
8. **LIQUIDATED DAMAGES.** – TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Educational Tour/Field Study Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Educational Tour/Field Study Trip set forth in SPECIFIC TRIP DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Educational Tour/Field Study Trip participants, such breach may cause hardship to the Educational Tour/Field Study Trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Educational Tour/Field Study Trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Educational Tour/Field Study Trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not as a penalty, provided, however, that the rights set forth in this Paragraph shall not preclude each Educational Tour/Field Study Trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this Paragraph.

9. **TRAVEL AGENTS** – All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association.
10. **TRIP CANCELLATION INSURANCE** – TRAVEL CONTRACTOR shall make available to each Educational Tour/Field Study Trip participant trip cancellation insurance that will insure trip participants of trip transportation in spite of accident or illness of any participant that prevents that participant from either commencing the trip or requires the participant's early return from the trip.
11. **GENERAL LIABILITY INSURANCE** – TRAVEL CONTRACTOR shall for the duration of each Educational Tour/Field Study Trip maintain a comprehensive worldwide, general liability policy or policies insuring TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss due to: (a) bodily injury, death or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to participants while on the Educational Tour/Field Study Trip, and other general trip insurance benefits as specifically set forth in SPECIFIC TRIP DETAILS. If the Educational Tour/Field Study Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.

**LIABILITY INSURANCE – CERTIFICATE OF INSURANCE** – TRAVEL CONTRACTOR shall provide the District's Office of Administrative and Business Services with a valid certificate of insurance for each Educational Tour/Field Study Trip naming the District as additional insured with a single limit of liability of 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 (or fewer days upon the

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

14. **NO ASSIGNMENT/TIME OF ESSENCE/HEIRS AND ASSIGNS** – This Agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.
15. **NO MODIFICATION OF AGREEMENT** – This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between TRAVEL CONTRACTOR and any Trip Instructor for any Educational Tour/Field Study Trip that are not set forth herein shall be binding upon DISTRICT. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.
16. **NOTICE** – Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three days after the date of such mailing.
17. **CONTROLLING LAW** – This Agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California, excluding the body of law applicable to conflicts of law. TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Educational Tour/Field Study Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.

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

**TRAVEL CONTRACTOR**

**Journeys of Discovery**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:**

\_\_\_\_\_

**Address:**

**4025 Camino del Rio South, Ste 200  
San Diego, California 92108**

**Phone: (800) 877-5223 x4732**

**DISTRICT**

**South Orange County Community  
College District**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Gary L. Poertner**

**Title:**

**Deputy Chancellor  
South Orange County Community  
College District**

**Address:**

**28000 Marguerite Parkway  
Mission Viejo, California 92692**

**Phone: (949) 582-4347**



SPEECH 9  
INTERCULTURAL COMMUNICATION  
STUDY ABROAD PROGRAM – CHINA SUMMER 2005

INSTRUCTOR: Gary Rybold, Irvine Valley College - Email: grybold@ivc.edu

READINGS: Communicating with Strangers (4<sup>th</sup> ed.), Gudykunst and Kim  
The Geography of Thought, Nisbett (used in last week only)

COURSE OBJECTIVES:

This course is designed to introduce students to the study of intercultural communication. Our approach will involve technology with video conferencing while in the U.S. and a study abroad to China. Since this class will be conducted for some time in the U.S. and some time in the People's Republic of China, we will have a unique opportunity to put the theory into practice. Therefore, the emphasis of the course will be on the unique China/U.S. dynamics experienced by the class. At the same time, we will take a culture-general approach to address both international and domestic intercultural communication. In this way the course aims to prepare students to deal with a wide variety of cultures. An increased understanding of cultures and how they influence communication should help students improve communication in a wide variety of situations, ultimately leading to increased skills to transcend cultural differences and build community.

We will also direct our studies towards understanding the argumentation and cognitive differences between U.S. and Chinese students.

The primary objective of this course is to provide an overview of the study of intercultural communication. This objective is supported by specific objectives of the course designed to increase understanding in the student through:

- 1) How theory is operationalized in intercultural communication
- 2) How culture, in and of itself, influences communication, and how it interacts with social, psychological, and environmental factors to influence communication
- 3) Cultural differences and similarities in communication
- 4) Cultural influences that affect communication effectiveness
- 5) How cultural issues influence communications in general and the development of interpersonal relationships in particular
- 6) Increased cultural awareness

**COURSE REQUIREMENTS:**

**EXAM:** One exam will be given that will count for 10% of the course grade. All material presented in the text and during the class can be included on the tests.

**SHARED ASSIGNMENTS WITH CHINESE STUDENT** – You will be assigned a Chinese student as a partner. You will be expected to complete assignments through the use of instant messaging and emails while in the U.S. Assignments in China will involve direct interpersonal communication. These assignments will count towards 20% of the course grade.

**JOURNAL:** Students will keep a diary of their intercultural experiences throughout the trip to be able to use the information for narratives and discussion. The journal should be a spiral notebook used exclusively for this purpose. The instructor will collect the notebook occasionally for review. Updated journal review is worth 10% of the course grade.

**NARRATIVES:** Three narratives will be developed by the students to apply principles in class to experiences in China that will count for 30% of the course grade. Each narrative will be worth 10%. Narratives may be presented in oral or written form (instructor's prerogative).

**DEBATES:** You and your Chinese partner will debate intercultural topics in demonstration formats. These debates are worth 20% of the course grade.

**PARTICIPATION:** Attendance and meaningful participation are prerequisite to an immersion type intercultural class. Effective participation includes the sharing of relevant opinions, ideas, and feelings as well as regular and timely attendance. While in the U.S. we will hold class at night (9pm – 11pm) to facilitate video conferencing with the Chinese students. Due to the nature of this study abroad programs attendance is extremely important. Therefore, each student will be allowed one absence before the course grade is lowered. In addition, students will be placed into small groups with other U.S. and Chinese students to discuss and share cultural phenomena. Please expect to have longer classes while in China. Participation is worth 10% of the course grade.

**GRADING:**

<u>ASSIGNMENT/POINTS/% OF GRADE</u>	<u>TOTAL POINTS/COURSE GRADE</u>
Exam	100 points (15%) 900-1000 A (Outstanding)
Journal	100 points (10%) 800--899 B (Above Average)
Debates	200 points (20%) 700--799 C (Average)*
Narratives #1 thru #3	300 points (30%) 600--699 D (Below Average)
Participation	100 points (10%) 599-Below F (Failing)
Shared assignments	200 points (10%)
Total	1000 points

\*Note – A grade of C or above must be earned for general education credit

SEMESTER SCHEDULE\*

May 23

Start up and explanation of course materials and syllabus

Conceptualizing Communication and culture

Read and ready to discuss Chapter 1 – Communicating with Strangers

May 24

Approaching the study of intercultural communication

Narratives

Read and ready to discuss Chapter 2

May 25

Cultural Influences on the process

Socio-cultural influences

Read and ready to discuss Chapter 3 & 4

May 26

Psychological influences

Environmental influences

Read and ready to discuss chapter 5 & 6

May 31

First shared assignment due

Interpreting messages

Read and ready to discuss chapter 7

June 1

Verbal and Nonverbal messages

Read and ready to discuss chapters 8 & 9

June 2

Relationships and Adapting

Read and ready to discuss chapters 12 & 13

First narrative due

June 3

Travel to China (tour Beijing)

June 9

Arrive in Xi'an

June 10  
Conflict and Communication competence  
Read and ready to discuss chapters 10, 11  
June 11 – 12  
Tour Xi'an – Field trip/Shared assignments

June 13  
Becoming intercultural/ethics  
Read and ready to discuss chapters 14,15  
Second narrative due

June 14  
Cultural differences in argument  
Geography of Thought – all chapters due

June 15  
Prepare for debates

June 16 – 17  
Demonstration debates with Chinese partner

June 18  
Judging at Chinese debate tournament

June 19  
Shared assignment/Third narrative due

June 20 – Depart for Shanghai – Final exam handed out

\*Note – Schedule subject to change

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	BOARD OF TRUSTEES	<b>ITEM:</b>	5
<b>FROM:</b>	CHANCELLOR	<b>DATE:</b>	10/26/04
<b>SUBJECT:</b>	IRVINE VALLEY COLLEGE: SCHOOL OF HUMANITIES & LANGUAGES LANGUAGE LEARNING PROGRAM IN BEIJING, CHINA - SUMMER 2005		
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>		

**BACKGROUND**

Irvine Valley College is committed to providing high quality education and a full range of cultural activities for students. For many years, the College has offered courses in many different countries by expert, talented faculty who provided academic work in conjunction with cultural travel experiences. The College offered a very successful study abroad program in China's capital city, Beijing in Summer 2002. Study abroad programs are authorized under Board Policy 6150.

**STATUS**

The Foreign Languages Division at Irvine Valley College proposes to offer Chinese Language Studies in Beijing, China during Summer 2005 from July 2 to August 1, 2005. The program will be organized and arranged by the Mandarin International Tours and Travel (MITT) for an estimated fee of \$2,200 per student. The details of the program are summarized in the Study Abroad Program Information Summary in EXHIBITS A and C. The required Educational Tour/Field Study Contractor Agreement is provided in EXHIBIT B. Financial aid opportunities will be provided through the Office of Financial Aid for those students who qualify.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Chinese Language Studies in Beijing, China in the Summer of 2005 as summarized in EXHIBITS A & C, directs the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with MITT for coordinating all travel agreements in EXHIBIT B.

<b>Item Submitted By:</b> Dr. Glenn R. Roquemore, President	<i>GR</i> acting president
<b>Item Reviewed By:</b> Dr. Raghu P. Mathur, Chancellor	
<b>Final Disposition:</b>	<b>Vote:</b>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**STUDY ABROAD PROGRAM INFORMATION SUMMARY**

<b>1. PROGRAM</b>									
Location/Destination:		<b>Beijing, China</b>			First Trip: Yes:		No:		<b>X</b>
Dates: From:		<b>7/02/05</b>		To:		<b>8/01/05</b>		Total No. of Days: <b>31</b>	
Partner Name (Academic Institution):				<b>Capital Normal University</b>					
Address:		<b>105 Xi San Huan Bei Lu, 10037 Beijing, China</b>							
Contact Person:		<b>Sun Fusheng</b>			Telephone No.:		<b>86-1068902652</b>		
Description of Institution:		<b>University</b>							
Includes:	Accredited Instruction		Yes:	<b>X</b>	No:				
	Transfer College Units		Yes:	<b>X</b>	No:				
	Orientation		Yes:	<b>X</b>	No:				
	Books/Supplies		Yes:	<b>X</b>	No:				
	Tutors		Yes:	<b>X</b>	No:				
	Weekend Study Activities		Yes:	<b>X</b>	No:				
	Food		Yes:		No:	<b>X</b>			
	Transportation		Yes:	<b>X</b>	No:				
	Lodging		Yes:	<b>X</b>	No:				
Other:									
Does Not Include: (Examples: Local Transportation at home; Personal Items, etc.)			Personal expenses during program and meals on campus.						
Other:			Irvine Valley College tuition, passport fees, visa fees						
<b>2. FACULTY</b>									
Lead Faculty Name:		<b>Jingfang Satow (5 OSH)</b>							
Coordinates Trip:				Yes:	<b>X</b>	No:			
If No, Explain:									
Travels to Site:				Yes	<b>X</b>	No:			
Dates: From:		<b>7/02/05</b>			To:		<b>8/01/05</b>		
Teaching Assignment at Program Site:				Yes	<b>X</b>	No:			
Dates: From:		<b>7/02/05</b>			To:		<b>8/01/05</b>		
Requires Substitute at IVC and/or SC?				Yes		No:	<b>X</b>		
Unpaid Faculty Exchange:				Yes		No:	<b>X</b>		
If Yes, Faculty Name(s) Required:									
Assignments to be Covered:									
Course No.:	Course Title:				Date(s)		Time(s)		
Other:									
<b>3. COURSE(S) OFFERED AT PROGRAM SITE</b>									
Course No.:	Course Title:							No. of Units	

Chinese 1	Beginning Chinese	5
Chinese 2	Intermediate Chinese	5
Chinese 1A	Beginning Chinese	2.5
Chinese 1B	Continuation of Beginning Chinese	2.5
Chinese 2A	Intermediate Chinese	2.5

<b>4. STUDENTS</b>	
Minimum number of students required to make program:	15
Minimum number of units:	2.5
Maximum number of units:	5.0
If this is a repeat program site, what is the average number of units taken per student?	5.0
Other	

<b>5. COSTS</b>	
Student:	
Contracted cost per student:	\$ 2200
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>	\$ 74.10
College:	
Additional costs to the District? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	
If Yes Explain:	
Cost of substitute pay if instruction is also receiving salary for courses at IVC and/or SC during the same period of time.	\$ N/A
Other Costs	\$ 0

**6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)**  
Excursions, field trips, tours, and extra curricular activities

<b>7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES</b>							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m.						Excursions,	
9 a.m.	Classes	Classes	Classes	Classes	Classes	Field Trips	
10a.m.						& Tours	
11a.m.	↓	↓	↓	↓	↓		
12 Noon							
1 p.m.	↓	↓	↓	↓	↓		
2 p.m.	↓	↓	↓	↓	↓		
3 p.m.							
4 p.m.							
5 p.m.							
6 p.m.							
7 p.m.							
8 p.m.							
9 p.m.							
10 p.m.						↓	

Exceptions to weekly schedule:      Optional extra curricular activities during non-instructional periods

- 8. ATTACHMENTS**
- Course Outline
  - Course Syllabus
  - Contract Provider

**9. REQUIRED SIGNATURES**

*Elizabeth Sato* 10/11/04  
Lead Faculty Member Date

*Susan Felt* 10/11/04  
Department Chair Date

*Ann Dren* 10/12/04  
Division/School Dean Date

*Donald White* 10-11-04  
Vice President, Instruction Date

*Blum R. Ryan* 10/12/04  
College President Date



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**EDUCATIONAL TOUR/FIELD STUDY TRAVEL CONTRACTOR AGREEMENT**

**GENERAL TERMS AND CONDITIONS**

*Study in Beijing, China, Summer, 2005*

This Agreement is made this \_\_\_\_\_, between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California, ("DISTRICT") and Mandarin International Tours & Travel ("TRAVEL CONTRACTOR") located at 8 Tory, Irvine CA 92620, 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 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 Travel Contractor Agreement particular Educational Tour/Field Study Trip TRAVEL CONTRACTOR shall refund payments within (10) ten days to said Educational Tour/Field Study Trip participants minus any non-recoverable charges or expenses incurred by TRAVEL CONTRACTOR in connection with its provision of travel services for those participants.

5. **RESTRICTION ON TRIP PARTICIPATION** – All Educational Tour/Field Study Trip participants shall be registered in the course related to the Educational Tour Field Study. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. **TRAVEL CONTRACTOR SHALL NOT MAKE THE TOUR PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN AN EDUCATIONAL TOUR/FIELD STUDY TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION.** Prior to the

departure of any Educational Tour/Field Study Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all Educational Tour/Field Study Trip participants, showing name, address, emergency contact and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Educational Tour/Field Study Trip.

6. **EDUCATIONAL TOUR/FIELD STUDY CORRESPONDENCE -TRAVEL CONTRACTOR** shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.
7. **INDEMNIFICATION** – TRAVEL CONTRACTOR shall protect, hold harmless, indemnify, and defend DISTRICT (including its trustees, officers and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits, or judgments of any and every kind (including reasonable attorney's fees) that any person (including but not limited to Educational Tour/Field Study Trip participants or TRAVEL CONTRACTOR'S employees), or such person's heirs, executors, administrators or assigns may have against the DISTRICT, arising out of or in connection with TRAVEL CONTRACTOR'S activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR'S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.
8. **LIQUIDATED DAMAGES.** – TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Educational Tour/Field Study Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Educational Tour/Field Study Trip set forth in SPECIFIC TRIP DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Educational Tour/Field Study Trip participants, such breach may cause hardship to the Educational Tour/Field Study Trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Educational Tour/Field Study Trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Educational Tour/Field Study Trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not as a penalty, provided, however, that the rights set forth in this Paragraph shall not preclude each Educational Tour/Field Study Trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this Paragraph.

9. **TRAVEL AGENTS** – All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association.
  10. **TRIP CANCELLATION INSURANCE** – TRAVEL CONTRACTOR shall make available to each Educational Tour/Field Study Trip participant trip cancellation insurance that will insure trip participants of trip transportation in spite of accident or illness of any participant that prevents that participant from either commencing the trip or requires the participant's early return from the trip.
  11. **GENERAL LIABILITY INSURANCE** – TRAVEL CONTRACTOR shall for the duration of each Educational Tour/Field Study Trip maintain a comprehensive worldwide, general liability policy or policies insuring TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss due to: (a) bodily injury, death or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to participants while on the Educational Tour/Field Study Trip, and other general trip insurance benefits as specifically set forth in SPECIFIC TRIP DETAILS. If the Educational Tour/Field Study Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.
- LIABILITY INSURANCE – CERTIFICATE OF INSURANCE** – TRAVEL CONTRACTOR shall provide the District's Office of Administrative and Business Services with a valid certificate of insurance for each Educational Tour/Field Study Trip naming the District as additional insured with a single limit of liability of 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 (or fewer days upon the

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

14. **NO ASSIGNMENT/TIME OF ESSENCE/HEIRS AND ASSIGNS** – This Agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.
15. **NO MODIFICATION OF AGREEMENT** – This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between TRAVEL CONTRACTOR and any Trip Instructor for any Educational Tour/Field Study Trip that are not set forth herein shall be binding upon DISTRICT. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.
16. **NOTICE** – Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three days after the date of such mailing.
17. **CONTROLLING LAW** – This Agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California, excluding the body of law applicable to conflicts of law. TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Educational Tour/Field Study Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.

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

**TRAVEL CONTRACTOR**

**DISTRICT**

**Mandarin International Tours & Travel**

**South Orange County Community  
College District**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Polly Sequeira**

**By:** \_\_\_\_\_

**Gary L. Poertner**

**Title:**

**President  
Mandarin International Tour & Travel**

**Title:**

**Deputy Chancellor  
South Orange County Community  
College District**

**Address:**

**8 Tory  
Irvine, California 92620**

**Address:**

**28000 Marguerite Parkway  
Mission Viejo, California 92692**

**Phone: (949) 733-8339**

**Phone: (949) 582-4347**

**IRVINE VALLEY COLLEGE  
CHINESE LANGUAGE & CULTURE STUDY ABROAD PROGRAM  
CAPITAL NORMAL UNIVERSITY, BEIJING, CHINA**

**July 02 – August 01**

PROPOSED BY: JINGFANG SATOW, CHINESE INSTRUCTOR

E-mail: [jsatow@ivc.edu](mailto:jsatow@ivc.edu)

**DESCRIPTION**

The School of Humanities and Language at Irvine Valley College has offered Chinese language courses in Mandarin for the past four years. During that time student enrollment has more than tripled. Because of the increased interest in Chinese language and culture and because of the closer business relationships that will develop as China joins the World Trade Organization, in summer 2002 the school successfully developed the study in Beijing program. The program provided students an opportunity to study Chinese language and culture in China's premier capital city, Beijing.

**STUDY CENTER**

Classes will be conducted during the months of July and August at the Capital Normal University (CNU) located in the west of Beijing. Beijing, the capital city of the People's Republic of China, is rich in history and cultural relics. CNU is one of the prestigious universities in China whose main function is to teach Chinese language and culture to foreign students.

**COURSE OF STUDY**

Chinese 1 (5 units) or Chinese 2 (5 units)

**SUGGESTED EXCURSIONS**

1. City tour including the Forbidden City, Tian'anmen Square, and the Temple of Heaven.
2. Great Wall
3. Hutong trip including the old residential housing and tea ceremony.
4. Trip to Shanghai, China's largest city.
5. Trip to Xi'an located in the western part of China and former capital to several Chinese dynasties. It is also the home of the famous Terra Cotta Soldiers.

**PROGRAM SCHEDULE**

**Information and Orientation meeting:**

3/26 (Sat.)	1:00-3:00 PM Information meeting
4/23 (Sat.)	1:00-3:00 PM Information meeting
5/28 (Sat.)	1:00-3:00 PM Orientation meeting
7/01 (Fri.)	5:00-7:00 PM Orientation and dinner party

**Pre-departure Chinese class held on IVC campus**

6/27, 6/29, 7/01            6:30 PM – 9:30 PM    Instruction in Chinese language and culture, including: introduction, greetings, nationalities, numbers and shopping

**Trip schedule in China**

7/02 (Sat.)	Departure from LAX
7/03 (Sun.)	Arrive in Beijing in the afternoon. Welcome party with the host university
7/04 (Mon.)- 7/08 (Fri.)	First week language class.
7/09 (Sat.)	City tour of Tian'anmen Square, Jingshan Park, and Forbidden City.
7/10 (Sun.)	Great Wall Tour and Summer Palace
7/11 (Mon.)-7/15 (Fri.)	Second week language study
7/16 (Sat.)-7/18 (Mon.)	Trip to Xi'an by airplane.
7/19 (Tue.)-7/22 (Fri)	Third week language class
7/23 (Sat.)	Temple of Heaven, Lama temple
7/24 (Sun.)	Hutong trip and shopping
7/25 (Mon.) -7/29 (Fri.)	Fourth week class and Final exam; Farewell party
7/30 (Sat.)-8/01	Trip to Shanghai by airplane; leave for LAX

**TOTAL INSTRUCTION TIME**

In-class language and culture instruction hours: 80 hours plus 9 hours pre-departure class at IVC

Total in class instruction hours:	89 hrs
Field trip hours:	72 hrs (minimum)

**BENEFITS:**

- This program offers a good opportunity for students to experience firsthand the Chinese language and culture in Beijing. Mandarin, the Chinese language offered at IVC, is based on the Beijing dialect. Students will use the knowledge they have learned in class to communicate with native speakers. By participating in field trips, students will improve their understanding of China and its culture.
- This program will enrich the Asian Language program and enhance the enrollment of the Chinese language program at Irvine Valley College.
- This is a good opportunity for the professional development of the instructors and staff coordinating the program.

Estimated cost per students: \$2,200.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**Agenda Item**

<b>TO:</b> Board of Trustees	<b>ITEM:</b> 6
<b>FROM:</b> Chancellor	<b>DATE:</b> 10/8/04
<b>SUBJECT:</b> SADDLEBACK COLLEGE: GUEST SPEAKERS – HUMANITIES HOUR	
<b>REASON FOR BOARD CONSIDERATION:</b> APPROVAL	

**BACKGROUND**

Saddleback College provides a diverse selection of cultural and educational events for the community throughout the year. Guest speakers are utilized in selected programs for educational enrichment and to bring up-to-date information to students, faculty, staff, and the community at large.

**STATUS**

The Saddleback College Humanities Hour has selected the following speakers for the months of November and December in 2004 and January in 2005. A biographical sketch of each speaker is shown in Exhibit A. Funds to support these expenditures are included in the 2004-2005 Associated Student Government budget.

**November 8:** Mr. Yassir Fazaqa from Cal State University at Long Beach will give a talk entitled “Ramadan: A Time for Spiritual Reflection.” The presentation will be held at 12 noon in SSC 212, for an honorarium of three hundred dollars (\$300).

**December 6:** Dr. Josh Kun from UC Riverside will give a talk entitled “Strangers Among Sounds: Music, Race, and America.” The presentation will be held at 12 noon in SSC 212, for an honorarium of four hundred dollars (\$400).

**January 18:** Dr. Tara Sethia from California State Polytechnic University, Pomona, will give a talk entitled “Why Nonviolence?” The presentation will be held at 12 noon in SSC 212, for an honorarium of four hundred dollars (\$400).

**RECOMMENDATION**

The Chancellor recommends the Board of Trustees approve the honorarium for Humanities Hours speakers in the amounts shown above.

<b>Item Submitted by:</b> Dr. Richard D. McCullough, President, Saddleback College	
<b>Item Review by:</b> Dr. Raghu P. Mathur, Chancellor	
<b>Final Disposition:</b>	<b>Vote</b>

## YASSIR FAZAQA BIOGRAPHY

Yassir Fazaqa was born in Eritrea, Northeast Africa and moved to the United States of America at the age of 15. Upon graduating from high school in Irvine, California, he pursued a Bachelors Degree in Islamic Studies from the Institute of Islamic and Arabic Sciences in the state of Virginia. He has completed all of his coursework for his Masters Degree in Marriage and Family Counseling from the California State University of Long Beach in California.

Presently, Mr. Fazaqa is the Imam (Religious Leader) of the Orange County Islamic Foundation (OCIF) in Mission Viejo, California. OCIF is a place of worship for the Muslim community as well as an Islamic community center.

At OCIF, he teaches the Arabic language and Islamic study courses and leads the Friday prayer for the congregation. He leads the OCIF youth group in many of their religious activities. He participates in outreach and interfaith events on behalf of the OCIF. He has been invited to numerous speaking engagements in the local religious and educational institutions.

In addition, he teaches Islamic courses for American Open University. The courses he has taught are: Tafsir (interpretation of the Qur'an), Islamic Financial Contracts, Sciences of the Quran and Hadith Methodology.

Yassir Fazaqa is a great religious resource of information to many Muslims and non-Muslims. He speaks on Islam at many conferences and schools throughout the country.



UNIVERSITY of CALIFORNIA, RIVERSIDE  
COLLEGE of HUMANITIES, ARTS, & SOCIAL SCIENCES

DEPARTMENT of ENGLISH

## Josh D. Kun



Josh D. Kun (BA, Duke University, Literature; MA, UC Berkeley, Ethnic Studies; PhD, UC Berkeley, Ethnic Studies) is currently writing a book on Tijuana and is the author of *Strangers Among Sounds: Music, Race, and America*, due from UC Press in 2005. He has also written the introduction to the re-publication of *Papa Play For Me*, the autobiography of Jewish musical comedian Mickey Katz (Wesleyan University Press). A Sundance Writers Fellow, his essays have appeared in *El Paso de Nortec* (Trilce), *Everynight Life: Culture and Dance in Latin/o.America* (Duke University Press), *James Baldwin Now* (New York University Press), *Dangerous Border Crossers: The Artist Talks Back* (Routledge), *Latino/a Popular Culture* (NYU Press), *Rockin Las Americas* (Pittsburgh

University Press), *The Color of Theater* (Continuum), as well as the journals *Cabinet*, *Aztlán*, *Theatre Journal*, *American Quarterly*, *American Literature*, and *American Jewish History*. In 2003-2004, he was co-curator of *Inside/Outside: the Shape of Music In Los Angeles*, a conversation and performance series at Walt Disney Concert Hall, and recently completed a quarter as convener of the HRI resident research group, "*Placing Popular Music: Nation, Diaspora, Citizenship*." His current teaching interests focus on Los Angeles, 20th century popular music, the US-Mexico Border, and 20th Century African-American and Latino/a literatures. He has also published widely as a music and cultural critic in *The New York Times*, *Los Angeles Times*, *Los Angeles Magazine*, *Spin*, *Rolling Stone*, *The Village Voice*, *LA Weekly*, *Salon*, and *La Jornada* (Mexico City). He writes a weekly arts column, "*Frequencies*," which appears in the *San Francisco Bay Guardian* and *The Boston Phoenix*. He also works in radio and television as a Latin music critic and consultant.

Send email to [josh.kun@ucr.edu](mailto:josh.kun@ucr.edu).

Return to UCR English Department Faculty.

Return to UCR English Department [Home Page](#).

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University of California, Riverside  
College of Humanities, Arts, & Social Sciences  
English Department

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Last modified April 01, 2002

TARA SETHIA  
History Department  
California State Polytechnic University, Pomona  
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#### AREAS OF INTEREST

India and South Asia, Traditions of Ahimsa, Nonviolent Social Change, Women in Asia, and World History.

#### EDUCATION

University of California, Los Angeles: Ph. D., History (1986)  
Bombay University, India: Research Scholar, History (1977-79)  
Rajasthan University, Jaipur, India: M.A., History (1976)  
Rajasthan University, Jaipur, India: B.A. (Honors), History (1974)

#### POSITIONS AT CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

Director, Ahimsa (Nonviolence) Center, College of Letters, Arts, and Social Sciences 2003- .  
Tenured Full Professor, History Department, 2000- ; Associate Professor, 1995-2000, Asst. Prof. 1991-94.

#### PROFESSIONAL DEVELOPMENT OF K-12 TEACHERS (SELECT LISTING)

Project Director. *The National Endowment for the Humanities* sponsored Program on India and China for the professional development of K-12 teachers, 1995-98.

Co-Director. California History-Social Science Project, Cal Poly Pomona Site (1993-94). Developed proposal for K-12 Teachers' Institute, "Agricultural, Scientific, and Industrial Revolutions in World History," 1994.

#### EXPERIENCE IN INTERNATIONALIZING THE CURRICULUM

Developed new curriculum in South Asian History as part of History Department's regular course offerings. This curriculum includes two courses on India, a course on South Asia, and a course on Women in Asia. Most recently, General Education interdisciplinary synthesis course on Nonviolence in Modern World (in-progress).

#### EXTERNAL GRANTS, AWARDS , AND HONORS (SELECT LISTING)

Principal Investigator and Project Director. *National Endowment for the Humanities grant* (\$255,000) for a professional development program for school teachers focusing on "India and China in a Comparative and Global Perspective," 1995-1998.

Co-Principal Investigator, Proposal for 1994 Summer Institute for school teachers: "*Agricultural, Scientific, and Industrial Revolutions in World History*," Funded by the State of California (\$150,000).

NEH sponsored Summer Seminar for College Faculty, University of Texas at Austin, 1991.

Alpha Association of Phi Beta Kappa Alumni Award, 1985-86.

Altrusa International Foundation Grant, 1985.

University Grants Commission Fellowship, Bombay University, 1978-79.

Gold Medal Award for First Rank in M.A. (History), securing highest marks among all students in all colleges affiliated with Rajasthan University, India, 1976.

Government of India National Merit Scholarship for the M.A. program, Rajasthan University, India, 1974-76.

Silver Medal for First Rank in B. A. Honors (History), securing highest marks among all students majoring in Liberal Arts with Honors from all Colleges affiliated with Rajasthan University, India, 1974.

## PUBLICATIONS

### Books, Book Chapters and Articles (Select Listing)

*Gandhi: His World and Ours*. Under contract with Longman Publishers.

Essays on "Nonviolence," (3500 word), "Gandhi" (750 word) and "Mahavira" (750 word) in *the Berkshire Encyclopedia of World History*. Forthcoming, 1995.

Edited book, *Ahimsa, Anekanta and Jainism* (Delhi: Motilal Banarsidass, 2004).

"Mahavira and Jainism in Indian History Textbooks," in T. Sethia (Ed.) *Ahimsa, Anekanta and Jainism* (Delhi: Motilal Banarsidass, 2004): pp. 161-186.

"Teaching India in World History Survey," reprinted in Ross Dunn ed., *The New World History: A Teacher's Companion* (Boston: Bedford/St. Martins, 2000): pp. 320-328; revised version in Susan Gillespie (ed.), with Introduction by Robert Blackey, *Perspectives on Teaching Innovations: World and Global History* (Washington D. C. : AHA, 1999): pp. 82-92; and originally appearing in *Perspectives* (AHA Publication), March 1996, pp. 15-20.

"Rise of Jute Industry in Colonial India: A Global Perspective," *Journal of World History*, Spring 1996, pp.

"British Colonial Intervention in Malaya, 1874: An Historiographical Analysis," in Dolores Elizalde (ed.) *Las Relaciones Internacionales En El Pacifico* (Madrid: CSIC, 1997):89-104

"Teaching India and China in a Comparative World History Curriculum," *Teaching History: A Journal of Methods*, Fall 1996, pp. 75-85.

### Reviews

Book reviews published in Journals including as *Agricultural History*, *American Historical Review*, *Journal of Asian Studies*, *Journal of Economic History*, *Social History Review*, *Technology and Culture*.

### PROFESSIONAL CONTRIBUTIONS AND ACTIVITIES (SELECT LISTING)

#### Conference Organizer (Select Listing)

*Creating a Culture of Ahimsa: Visions and Strategies*. International Conference at California State Polytechnic University, Pomona, May 14-15, 2004.

*Lessons of Ahimsa and Anekanta for Contemporary Life*, International Conference at California State Polytechnic University, Pomona, January 19-20, 2002.

#### Professional Presentations (Select Listing)

"Gandhian Ahimsa and Nonviolent Movements of the Twentieth Century," to be presented at the international conference on Gandhi, University of Jammu (India), January 30-31, 2005.

"Ahimsa Education and Sustainable Peace," Sustainable Resources Conference, University of Boulder, CO, September 29 to October 2, 2004.

"Gandhi and World History," International conference on *Gandhi, Nonviolence and Modernity*, at the Humanities Research Centre, Australian National University, Canberra, Australia, September 1-3, 2004.

"Ahimsa: A Path to Enduring Peace," International conference on World Peace, Gujarat University (India), December 30, 2003 to January 4, 2004.

"Legacies of Peace and Nonviolence: Historical Sites in India and South Africa," History Club and Phi Alpha Theta, Pomona, May 27, 2003.

"Mahavira's Teachings in Indian History Textbooks," at an International Conference on *Anekanta* organized by JVB

Institute, Baroda: December 6-9, 2002.

"Representation of Jainism and Buddhism in Indian History Textbooks." Indic Colloquium, Phoenicia, NY: July 24-29, 2002.

"Asia in Texts and Tests." *World History Association International Conference*, Seoul, August 15-18, 2002.

"Nationalism and Industrialization in the Age of Imperialism: The Role of G.D. Birla in Indian Industrialization." *World History Association Conference*, Salt Lake City: June 28-July 1, 2001.

"Women in South Asia," presentation made at the Berkshire Conference for the Study of Women, Rochester, NY, and June 4-6, 1999.

"Teaching about Women in Asia," paper presented at the World History Conference, Fort Collins, CO, June 19-22, 1998.

#### **Invited Presentations (Select Listing)**

"Forgiveness: The Power of Humility and Self-Restraint," the YJP Convention, October 9-10, 2004.

"Nonviolence and the World Today," Northern California Jain Center, October 27, 2002.

"India at 50," at *Cal Poly Pomona* sponsored by the History Club and Phi Alpha Theta: November 18, 1997.

"Democracy and Development in India: A fifty-year Retrospective," invited in the *Asian Studies Speaker Series*, at Whittier College, April 2, 1997.

"Dimensions of the New World Order," at the Center for Politics & Policy Development, the Claremont Graduate School, October 1991.

#### **Invited Participant**

Leadership Education for Asian Pacific (LEAP) Americans, Pomona, July 12-14, 2001.

China Faculty Development Seminar, China, June 17-28, 2001

#### **Professional Service (Select Listing)**

Member, SAT II: Word History Subject Test, *Educational Testing Service*, Princeton, 2000- the present.

Review Panelist for the *National Endowment for the Humanities*, Summer Seminars for College Faculty (April 2000); Summer Institutes and Seminars for School Teachers (April 1999); and Humanities Focus Grants (October 1997).

Reviewer for a revised edition, *Perspectives on the Past*, McDougal Little, 1997.

Reviewer, World History Textbook, *In the Balance: A New World History*, McGraw-Hill, 1996.

Consultant, California Department of Education, Sacramento, 1994-95.

Consultant, the British Broadcasting Service, 1993.

#### **University Service (Select Listing)**

Elected Member, Faculty Development Advisory Committee, 2001-4.

History Department Graduate Programs Committee; Retention, Tenure and Promotion Committee 2001-.

Chair, Vice President for Academic Affairs Search Committee, 1999-2000.

Elected Member, Academic Senate, 1998-2001; Steering Committee, 1999-2000

Chair, University Research Council, 1997-98; Elected Member, 1996-98, 2004-06.

Elected Member, College Curriculum Committee, 1992-95.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**Agenda Item**

<b>TO:</b> Board of Trustees	<b>ITEM:</b> 7
<b>FROM:</b> Chancellor	<b>DATE:</b> 10-26-04
<b>SUBJECT:</b> SADDLEBACK COLLEGE: SIX SIGMA TRAINING PROGRAM	
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>

**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 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**

“The Quality Group” has developed a blended distance learning “quality” training program for manufacturing and service industries. Saddleback College proposes to be a distributor of the training curriculum in cooperation with the Business Science Division and Community Education. The proposed contract (see Exhibit A) will allow the college to begin this training program and generate additional revenues for Saddleback College at a cost to students as outlined in Appendix A. This program is self-supporting and there will be no impact on the general fund budget of the college.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Distribution Agreement with The Quality Group and allow the college to offer “Six Sigma” quality training.

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

5825 Glenridge Drive  
Atlanta, GA 30328  
404.843.9525; [www.thequalitygroup.net](http://www.thequalitygroup.net)

Dear Prospective College Partner,

Thank you for your interest in becoming a TQG College Distribution Partner.

The attached Agreement is designed to provide you with details about the terms of our proposed relationship and the processes we will use to work together.

As you know, The Quality Group produces e-Learning Products that can be used for Contract Training, Continuing Education and Business & Industry Training purposes. They can even be incorporated into credit classes. Your College will distribute these e-Learning courses to Learners in your community. You will place your orders for Learner License IDs through your own e-Learning 'portal gateway' that TQG will set up and brand with your College identity. Though TQG provides you with a suggested list price, you may sell the e-Learning Products to Learners at whatever price you determine. On a monthly basis, TQG will bill you the 'Fee due TQG' -- roughly 40% off the suggested list price. In cases where you sell versions of the Products to corporations as Enterprise Licenses, you will receive a commission on those sales.

From time to time, TQG will add, delete and/or modify the products and terms on Appendix A. You will have plenty of notice -- a minimum of 3 months -- before any revised term goes into effect. Any agreements between you and your customers made prior to the notification date will be honored by TQG.

Appendix B is TQG's standard Learner License Agreement. Learners will be asked to indicate their agreement before they are given access to the e-Learning Products.

If you have any questions about the TQG College Distribution Partner Agreement, as currently written, please contact me directly. When you've signed the Agreement, please either send, email or fax (404.252.4475) to my attention. I'll then add my signature and return you your signed copy right away.

Thank you again for your interest in partnering with The Quality Group, and we're looking forward to successfully doing some very important work together.

Sincerely,

Rob Stewart  
President, The Quality Group, Inc.  
[rstewart@thequalitygroup.net](mailto:rstewart@thequalitygroup.net)



## E-Learning College Distribution Agreement

This Agreement dated as of August 26, 2004 is by and between The Quality Group, Inc. ("TQG"), a Georgia corporation having its principal place of business at 5825 Glenridge Drive, Bldg 3, Suite 101, Atlanta, Georgia 30328 and Saddleback College ("College"), having its principal place of business at 28000 Marguerite Parkway, Mission Viejo, CA 92692.

The parties agree as follows:

1. **Purpose:** TQG produces e-learning training and portal Products. College is an independent interested in marketing, selling and promoting College branded versions of the Products listed on Appendix A. TQG may, from time to time, add or delete Products to Appendix A.
2. **Territory:** TQG hereby grants to College non-exclusive rights to sell, market, promote and obtain orders and contracts for a) Learner License IDs that permit individuals to access Products over the internet and b) Enterprise Licenses that grant to a corporate entity the right to use Products to train employees of that entity for the specified license term. Nothing herein shall be construed as establishing an employee-employer, partnership or joint venture relationship between TQG and College.
3. **Orders:** College shall authorize its own College Administrator ("Agent(s)") to use a TQG program accessible from the portal TQG will establish for College, to generate the Learner License IDs necessary to register individual Learners for the Products. Monthly, TQG will bill College for Learner License IDs generated during the prior month. Learner License IDs can also be sold as Enterprise Licenses to corporate entities by submitting Purchase Orders to TQG. TQG's payment terms are 'Net 30 Days.'
4. **License:** College understands that EVERY LEARNER NEEDS THEIR OWN, INDIVIDUAL LEARNER LICENSE ID, EVEN IF TRAINING OCCURS IN A GROUP OR CLASS SETTING. College shall use its best efforts to assure that all Learners comply with TQG's standard License terms.
5. **Sales & Marketing Assistance:** TQG will assist College with access to online Product Demos and softcopies of marketing materials. TQG may provide College with try-buy, limited-use, no-charge access to the Products, on an as-needed basis. College agrees that all such access will be used ONLY for "limited customer evaluations", and will not be sold, rented, used as a part of a lending library, given away or used for any other purpose other than for short term evaluation by potential customers.
6. **Support:** TQG sets forth, on the portal, the minimum computer operating environment necessary for a Learner to access and utilize the Products in the manner contemplated by this Agreement. TQG will provide the additional Technical Support to Learners of the College as a part of the annual hosting fee.
7. **Confidentiality:** TQG will keep confidential all Learner information furnished by College and any other information identified as being proprietary or confidential and will take reasonable steps to protect the confidentiality of such information. The College and its employees as well as any parties retained by the College in its performance of this Agreement will treat as proprietary and confidential any information from TQG that is identified by TQG as being proprietary and confidential and will take reasonable steps to protect the confidentiality of such information.
8. **Intellectual Property:** TQG retains all right, title and interest in the copyright and other intellectual property rights associated with the Products including College branded versions of the Products, derivative works or modifications. College will respect protect TQG's intellectual property, and rights associated with the Products.
9. **Understandings:** During the term of this Agreement, College will take all reasonable steps to protect TQG trademarks and copyrights, including but not limited to TQG product names and descriptions. All promotional material to be produced by College will properly refer to The Quality Group, Inc. as the original producer of such Products.
10. **Term:** The term of this Agreement shall be from the date each party has signed below until either party for any reason, with 90 days prior written notice of the desired date of termination. The termination of this Agreement will not affect any Learner License ID or Enterprise Licenses ordered prior to the date of termination and such

Learner License IDs and/or Enterprise Licenses will remain in full force and effect.

11. **Termination:** TQG may terminate this Agreement at any time if College violates any of the terms of the Agreement and fails to cure such violation within 15 days following written notice from TQG to College describing the violation. IN THE EVENT OF TERMINATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY ON ACCOUNT OF GOODWILL, LOST PROFITS, LOST SAVINGS, OR ANY OTHER SIMILAR CONSEQUENTIAL OR INCIDENTAL DAMAGES. TERMINATION SHALL NOT EFFECT ANY AMOUNTS OUTSTANDING AS OF THE DATE OF TERMINATION. UPON TERMINATION, ALL MATERIALS CONTAINING THE CONFIDENTIAL INFORMATION OF TQG SHALL BE RETURNED TO TQG BY COLLEGE.
12. **Warranties:** College shall not make any representations or warranties to any of its Learners attributable to TQG except for those expressly made by TQG in TQG's standard license agreement (see Appendix B) under which the Products and Services are distributed. THE WARRANTIES CONTAINED IN THE LICENSE AGREEMENT ARE THE ONLY REPRESENTATIONS OR WARRANTIES MADE BY TQG AND EXCEPT FOR SUCH WARRANTIES, TQG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS OR SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. College shall indemnify TQG for all damages incurred by TQG arising out of a claim by a third party based on the marketing or sale of the Products or Services by College, excluding any claim that the Products or Services infringe on the intellectual property rights of any third party or that there are material software problems that can be unambiguously attributed to TQG.
13. **Laws:** This Agreement will be governed by the laws of the State of California, U.S. College shall comply with all applicable laws in connection with the marketing and distribution of Products and Services. The illegality of any provision of this Agreement shall not affect the enforceability of all other provisions of the Agreement.
14. **Consent:** College may not assign, license or sub-license to others rights under this Agreement unless it obtains the prior written consent of TQG.
15. This Agreement and the attached Appendix A constitute the entire agreement and understanding of the parties relating to the subject matter addressed. This agreement may not be amended, discharged or waived except in writing by both TQG and College. If any action at law or in equity is necessary to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, in addition to any other relief to which such party may be entitled, if ordered by the court.

For: South Orange County Community College District

For: The Quality Group, Inc.

By:

By:

Title: Deputy Chancellor, Business Services

Title: Rob Stewart, President

Date:

Date:

Appendix A – Business Terms – Version 4  
E-Learning College Distribution Agreement  
The Quality Group, Inc.

Products

- E-Learning **Courseware Curriculum** including:
  - A. Six Sigma-TIP-Online™: Introduction, Basics
  - B. Statistical Process Control-TIP- Online™: Basics (SPC Starter Kit, Applying SPC);  
Advanced (Process Capability, Using Design of Experiments)
  - C. \*Lean- TIP- Online™: Introduction, Basics
  - D. \*Complete Statistics Series
- Blended E-Learning **Six Sigma Certification Packages** (includes License IDs + Instructor Materials)
  - A. Package #1 (ie White Belt): Six Sigma Introduction, 4 Statistics courses, Materials
  - B. Package #2 (ie Yellow Belt): Package #1 + Six Sigma Basics, Materials
  - C. Package #3: (ie Green Belt): Package #2 + Additional Statistics courses, Materials

Services

- Trainer Certification: Fee Negotiable (**20% OFF** for NCATC (**National Coalition of Advanced Technology Center**) Colleges)
- ‘Branded Portal’ Hosting: \$2,500 per year for hosting (**\$1,000 per year for NCATC Colleges**) (1<sup>st</sup> 6 months free; payment terms negotiable ... 512 Kb Internet Bandwidth Burstable to 10 MB, weekly full backup of server with daily incrementals, 24 x 7 network monitoring, maximum downtime of 5 minutes per day with 24 x 7 availability unless specific software or hardware upgrades are being performed)

Fees due TQG

Courseware Curriculum/Learner	Suggested List Price	Fee Due TQG
Six Sigma Introduction	\$99.00	\$ 60.00
Six Sigma Basics (includes Six Sigma Introduction)	\$575.00	\$ 350.00***
SPC-TIP Basics (Starter Kit & Applying SPC)	\$149.00	\$90.00
SPC-TIP Advanced (Process Cap & Using DOE)	\$149.00	\$90.00
SPC-TIP Comprehensive (Basic & Advanced)	\$249.00	\$150.00
Lean Introduction*	\$99.00	\$ 60.00
Lean Basics (includes Lean Introduction)*	\$249.00	\$150.00
Complete Statistics Series*	\$395.00	\$240.00
<b>Certification Packages/Student</b>		
Package #1 (ie White Belt)	\$350.00	\$125.00
Package #2 (ie Yellow Belt)**	\$895.00	\$400.00
Package #3 (ie Green Belt)**	\$1,495.00	\$600.00

\* In Development

\*\* Fee Due TQG to upgrade from Package #1 to #2 is \$300; and from Package #2 to #3 is \$225.

\*\*\* **Six Sigma Basics @ \$315 for 1<sup>st</sup> 24 IDs ordered by NCATC Colleges**

Additional Notes:

- 1) College determines Learner License ID sale price
- 2) ‘Fee due TQG’ applies to total IDs ordered by College (not IDs order by end user)
- 3) For Enterprise Licenses (Contact TQG for price quotation)
  - a. College determines final sale price
  - b. TQG’s price to College is 75% of the total price quoted by TQG to College.
  - c. TQG’s price to College for TQG provided Services (ie customization, hosting etc) is 95% of the total price quoted for those Services.
  - d. 0% commission to TQG from College for any College provided Services and/or Certifications provided as a part of the Enterprise License Sale.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	Board of Trustees	<b>ITEM:</b>	8
<b>FROM:</b>	Chancellor	<b>DATE:</b>	10-26-04
<b>SUBJECT:</b>	SADDLEBACK COLLEGE: FUNDS FOR SPRING MUSICAL ROYALTY RIGHTS		
<b>REASON FOR BOARD CONSIDERATION:</b>	APPROVAL		

**BACKGROUND**

Saddleback College's Theatre Arts Department produces a musical each spring. The program provides valuable performance experience for students and enhances the cultural offerings to the community. This item is submitted in order to secure approval for royalty rights for the spring musical, "42<sup>nd</sup> Street," to be performed April 7-17, 2005.

**STATUS**

Saddleback College's Theatre Arts Department plans to present "42<sup>nd</sup> Street" as its spring musical. The cost of the royalty rights is six thousand and 00/100 dollars (\$6,000), payable to Tams-Witmark Music Library, Inc. Funding is received through Saddleback College's Associated Student Government. There will be no impact on the General Fund.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve expenditure for the royalty rights to Saddleback College's Theatre Arts Department musical, "42<sup>nd</sup> Street," in the amount of six thousand and 00/100 dollars (\$6,000), payable to Tams-Witmark Music Library, Inc.

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

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**Agenda Item**

<b>TO:</b> Board of Trustees	<b>ITEM:</b> 9
<b>FROM:</b> Chancellor	<b>DATE:</b> 10-26-04
<b>SUBJECT:</b> SADDLEBACK COLLEGE COMMUNITY EDUCATION – SPRING 2005	
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>

**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.

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

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

PROGRAM	COURSE TITLE	DATES	PRESENTER	HONORARIA	FEE
<b>College for</b>	Let's Spell It Right!	4/9	Dan Mikels (I)	50% net	\$ 39.00
<b>Kids</b>	Acting for the Young Performer	2/4 - 3/4	Acting Express Productions (I)	50% net	\$ 75.00
	Theatre Makeup	2/11 - 3/4	Acting Express Productions (I)	70% gross	\$ 75.00
	Natural A's	TBA	Curtis Adney (I)	50% net	\$ 49.00
	Reading for Children & Adults	Summer 2005	Institute of Reading Development (I)	90% gross	\$ 239.00
<b>Adults</b>	Swing & Ballroom Dance	1/21 - 4/22	Kristine Robbin Weatherly (I)	40-45% gross	\$ 45.00
	Latin Dance	1/21 - 4/22	Kristine Robbin Weatherly (I)	40-45% gross	\$ 45.00
	Golf	1/23 - 5/1	Emil Scodeller (E)	50% net	\$ 75.00
	Digital Photography	3/5, 4/9	Parry Shoemaker (I)	50% net	\$ 49.00
	More Digital Photography	3/5, 4/9	Parry Shoemaker (I)	50% net	\$ 59.00
	Intro to Wine Appreciation	1/26 - 2/23	David Francisco (E)	50% net	\$ 85.00
	Intermediate Wine Appreciation	3/23 - 4/13	David Francisco (E)	50% net	\$ 85.00
	Intro to Photography	2/2 - 2/23	Aiden Mariscal (I)	50% net	\$ 69.00
	Interm. Photography	3/9 - 3/30	Aiden Mariscal (I)	50% net	\$ 69.00
	Feng Shui	3/9	Kartar Diamond (I)	50% net	\$ 49.00
	Intro to Picture Framing	2/5, 2/12	Susan Unoura (I)	50% net	\$ 49.00
	Adv. Picture Framing	2/26	Susan Unoura (I)	50% net	\$ 49.00
	How to Meet The Right Person	2/5	John Fergus (I)	50% net	\$ 32.00
	Top 15 Laws of Real Estate	1/29, 3/12	Stephen Dexter (I)	50% net	\$ 49.00
	Find Absolute Best Loans	2/26	Stephen Dexter (I)	50% net	\$ 49.00
	Commercial Real Estate Investing	1/25 - 2/15	Robert Kehiayan (I)	50% net	\$ 39.00
	Best Places To Live, Work, Retire	2/20	Marshall Reddick (I)	50% net	\$ 49.00
	Retire Early, Retire Young	1/16, 5/15	Marshall Reddick (I)	50% net	\$ 49.00
	Turn \$4,000 Into Millions	5/16	Marshall Reddick (I)	50% net	\$ 49.00
	Profiting With Fixer Uppers	3/13	Marshall Reddick (I)	50% net	\$ 49.00
	Real Estate Appraisal	TBA	Carol L. Chirpich (E)	50% net	\$ 49.00
	C.A. Real Estate License Exam Prep	TBA	Barbara Cox (E)	50% net	\$ 165.00
	Tax Secrets & Financial Strategies	2/5, 3/19	Seewing Yee (I)	50% net	\$ 45.00
	Build Dream House For A Song	4/6	David Cook (I)	50% net	\$ 49.00
	Retirement Planning	4/19 - 5/5	David Brown (I)	50% net	\$ 59.00
	Financial Independence - Women	2/3 - 2/10	Gary E. Miller (I)	50% net	\$ 35.00

Employee (E)  
 Independent Contractor (I)

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

PROGRAM	COURSE TITLE	DATES	PRESENTER	HONORARIA	FEE
	Mastering Your Money	2/1- 2/8	Jalon O'Connell (I)	50% net	\$ 49.00
	Supervisor Series	2/22 - 5/17	Irv Gamal (I)	50% net	\$ 47.00
	Successful HR Practices	2/25 - 3/18	Allison Pratt (I)	50% net	\$ 47.00
	Become A Mystery Shopper	2/26	Elaine Moran (I)	50% net	\$ 49.00
	How to Be Your Own Private Eye	2/17	Jim Harriger (I)	50% net	\$ 39.00
	Notary Public	1/8 - 5/21	James Cospers (I)	40% gross	\$ 59.00
	Loan Signing Specialist	1/23 - 5/8	James Cospers (I)	40% gross	\$ 70.00
	Power Entertaining	1/27	Farla Binder (I)	50% net	\$ 49.00
	How To Sell Inventions For Cash	1/29	Rounds, Miller & Assoc. (I)	50% net	\$ 39.00
	Clutterology - Eliminate Clutter	1/29	Rounds, Miller & Assoc. (I)	50% net	\$ 39.00
	Web Design	1/29	Rounds, Miller & Assoc. (I)	50% net	\$ 39.00
	Six-Figure Speaking	1/29	Rounds, Miller & Assoc. (I)	50% net	\$ 39.00
	Best Six-Figure Jobs For Over 50	2/7	Rounds, Miller & Assoc. (I)	50% net	\$ 39.00
	Project Management for Clueless	1/31	Rounds, Miller & Assoc. (I)	50% net	\$ 39.00
	Dreambooks: Self Publishing	2/5	Belma Johnson (I)	50% net	\$ 49.00
	Turn Music, Artwork, etc. Into 2nd Income	2/5	Belma Johnson (I)	50% net	\$ 49.00
	Acct. Skills for Non-Accountants	2/26 - 4/9	Michael DeGeorge (I)	50% net	\$ 85.00
	Payroll Accounting	2/26 - 4/9	Michael DeGeorge (I)	50% net	\$ 85.00
	Spinning Yarns (online course)	on-going	William Thomas (E)	50% net	\$ 75.00
	Word Weaving (online course)	on-going	William Thomas (E)		
	What Were You Born To Do	TBA	Curtis Adney (I)	50% net	\$ 55.00
	Part Time Sub At Full Time Pay	2/5	Charles Prosper (E)	50% net	\$ 37.00
	Six Sigma Green Belt Certification	TBA	TBA	75% gross	\$ 1,200.00
	Beg. Medical Insurance Billing I	4/9	Terry Rowen, Inc. (I)	50% net	\$ 89.00
	Beg. Medical Insurance Billing II	4/10	Terry Rowen, Inc. (I)	50% net	\$ 73.00
	Start Med. Insurance Billing	4/10	Terry Rowen, Inc. (I)	50% net	\$ 52.00
	Medical Transcription (online course)	on-going	Terry Rowen, Inc. (I)	50% net	\$ 30.00
	Computerized Medical Bill (online course)	on-going	Terry Rowen, Inc. (I)	50% net	\$ 65.00
	School Development & Fundraising	2/24 - 4/28	Skip Seagraves (E)	50% net	\$ 375.00
	Start Your Own Business	2/28 - 3/28	Michelle Berquist (I)	50% net	\$ 125.00
	French Connection	2/10 - 3/10	Claudine Robinson (E)	50% net	\$ 59.00

Employee (E)  
 Independent Contractor (I)

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

GRAM	COURSE TITLE	DATES	PRESENTER	HONORARIA	FEE
	Express Italian	2/2 - 3/2	Luciana Marabella (I)	50% net	\$ 59.00
	Speed Spanish	2/1 - 3/28	Dan Mikels (I)	50% net	\$ 59.00
	Instant Piano	4/2	Robert Laughlin (I)	50% net	\$ 45.00
	Piano by Ear	4/2	Robert Laughlin (I)	50% net	\$ 45.00
	Blue Harmonica	TBA	David Broida (I)	50% net	\$ 35.00
	Beg & Interm. Guitar	1/31 - 4/18	Ron Gorman (I)	50% net	\$ 85.00
	Acting for TV and Film	3/21 - 4/18	Acting Express Productions (I)	50% net	\$ 155.00
	Working Behind the Camera	TBA	Robert Conrad (I)	25% net	\$ 55.00
	Breaking into Commercials	2/5	Acting Express Productions (I)	50% net	\$ 42.00
	Stained Glass	2/5 - 5/7	Greg Atwood (I)	50% gross	\$ 98.00
	Faux Finishes	2/2 - 3/9	Walter Huntoon (E)	50% net	\$ 118.00
	Beg. Watercolor	1/26 - 5/18	Alan Lugena (E)	50% net	\$ 95.00
	Botanical Watercolor	1/27 - 5/19	Alan Lugena (E)	50% net	\$ 95.00
	Color Theory	1/24 - 3/24	Alan Lugena (E)	50% net	\$ 95.00
	Landscape Painting	1/28 - 5/20	Alan Lugena (E)	50% net	\$ 95.00
	Acrylic/Oil Painting	1/29 - 5/21	Alan Lugena (E)	50% net	\$ 95.00
	Drawing	4/4 - 5/16	Alan Lugena (E)	50% net	\$ 95.00
	Gouache- Opaque Watercolor	1/24 - 3/14	Alan Lugena (E)	50% net	\$ 95.00
	Portrait Workshop	4/4 - 5/16	Alan Lugena (E)	50% net	\$ 95.00
	PC Boot Camp	1/29 - 2/13	Computrax (I)	50% net	\$ 250.00
	PC Boot Camp Express	3/11 4/8	Computrax (I)	50% net	\$ 165.00
	PC Boot Camp - Access	1/28 - 2/4	Computrax (I)	50% net	\$ 95.00
	PC Boot Camp - PowerPoint	2/25	Computrax (I)	50% net	\$ 95.00
	Photoshop Magic with 7.0	1/22 - 1/23 4/22 - 4/29	Computrax (I)	50% net	\$ 95.00
	MORE Photo Magic	2/11 & 2/18	Computrax (I)	50% net	\$ 95.00
	Advanced PC Topics	5/6 & 5/13	Computrax (I)	50% net	\$ 95.00
	Final Cut Pro Boot Camp	5/6-5/8	Scott Arundale (E)	50% net	\$ 549.00
	Sacramento Jazz Festival	TBA	Loretta DuBois (I)	TBA	TBA
	Mount Rushmore	TBA	Loretta DuBois (I)	TBA	TBA
	San Francisco & Napa Valley	TBA	Loretta DuBois (I)	TBA	TBA

Employee (E)  
 Independent Contractor (I)



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

PROGRAM	COURSE TITLE	DATES	PRESENTER	HONORARIA	FEE
	Albuquerque Balloon Festival	TBA	Loretta DuBois (I)	TBA	TBA
	Christmas at Hearst Castle	TBA	Loretta DuBois (I)	TBA	TBA
	Solvang & Winery Tour	TBA	Loretta DuBois (I)	TBA	TBA
	LACMA - Renoir to Matisse	TBA	Loretta DuBois (I)	TBA	TBA
	Channel Islands Whale Watching	TBA	Loretta DuBois (I)	TBA	TBA
	Botanical Gardens in Tehachapi	TBA	Loretta DuBois (I)	TBA	TBA
	Presidio Days in Santa Barbara	TBA	Loretta DuBois (I)	TBA	TBA
	Norton Simon Museum	TBA	Loretta DuBois (I)	TBA	TBA
	Carlsbad Flower Fields	TBA	Loretta DuBois (I)	TBA	TBA
	Tea At Ritz Carlton Huntington	TBA	Loretta DuBois (I)	TBA	TBA
	European Experience	Summer 2006	Joe Calwell (E)	TBA	TBA
	On-Line Courses	self-paced	Education To Go (I)	\$29-\$200 p.p.	\$59 - \$250 p.p.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**Agenda Item**

<b>TO:</b> Board of Trustees	<b>ITEM:</b> 10
<b>FROM:</b> Chancellor	<b>DATE:</b> 10-26-04
<b>SUBJECT:</b> SADDLEBACK COLLEGE: LETTER OF AGREEMENT	
<b>REASON FOR BOARD CONSIDERATION:</b> APPROVAL	

**BACKGROUND**

Since 1996, Saddleback College has participated with the Yosemite Community College District (YCCD) and the Child Development Training Consortium (CDTC) in implementing a Child Development Training Consortium Program. The purpose of the program is to assist students in obtaining a new permit for renewing a currently held permit. The California Commission on Teacher Credentialing issues the Child Development Permit to students who complete the required coursework.

**STATUS**

Saddleback College has been asked to work with the Child Development Training Consortium during the 2004-2005 academic year as shown in Exhibit A. Under the terms of the agreement, Saddleback College has been allocated \$10,000 to be used to assist students with enrollment fee reimbursement, textbook reimbursement, and the application procedure for the Child Development Permit. There will be no impact on the College general fund budget.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve agreement between Yosemite Community College District, the Child Development Training Consortium, and Saddleback College as shown in Exhibit A.

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

## CHILD DEVELOPMENT TRAINING CONSORTIUM 2004-2005 INSTRUCTIONAL AGREEMENT AGREEMENT NUMBER 05 - 4161

This Agreement is made and entered into this 1<sup>st</sup> day of August, 2004, by and between the Yosemite Community College District, Child Development Training Consortium, hereafter called the YCCD/CDTC, and Saddleback College, hereafter called the CONTRACTOR.

WITNESSETH: That the CONTRACTOR for and in consideration of the covenants, conditions, agreements, and stipulations of the YCCD/CDTC hereinafter expressed, does hereby agree to furnish to the YCCD/CDTC services as follows:

### I. STATEMENT OF WORK

- A. The CONTRACTOR will designate a Campus Coordinator. The Campus Coordinator will be responsible to prepare and submit all required reports, coordinate all Consortium activities for the CONTRACTOR, and be readily available to assist students enrolling in the program. The Campus Coordinator is expected to attend two (2) YCCD/CDTC sponsored meetings at YCCD/CDTC expense. The YCCD/CDTC must be notified in writing within fifteen (15) calendar days of any change in Campus Coordinators.
- B. The CONTRACTOR will generate up to 400 units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit. Enrolled units must be completed between July 1, 2004, and June 30, 2005. Physical education courses and general work experience courses are excluded. Child development work experience and remedial courses are included.
- C. The CONTRACTOR will be paid for training a maximum of 21 Professional Growth Advisors using YCCD/CDTC supplied training resources. Advisors must be trained between August 1, 2004, and June 30, 2005.
- D. The CONTRACTOR will be paid for sponsoring a maximum of one Professional Growth Advisor networking session(s) between August 1, 2004, and June 30, 2005.
- E. The CONTRACTOR will make good faith efforts to recruit and employ qualified faculty who reflect the ethnic makeup of the student population.
- F. The CONTRACTOR will provide appropriate community college courses, which:
  - 1. Meet the requirements of the Child Development Permit Matrix (included in this Agreement as *Appendix A*) and/or child care licensing regulations.
  - 2. Are degree or certificate applicable.
  - 3. Are offered for credit with the possible exception of remedial courses.
  - 4. Are transferable whenever possible.

5. Are available to family child care providers and employees of child care/development programs serving infants through school-age children.
  6. Are responsive to local community needs.
- G. The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term using the Participant Profile.
1. Student must be seeking a new or maintaining a currently held Child Development Permit, **AND**
  2. At the time of enrollment, the student must be employed by a child care/development program including licensed family child care and out-of-school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Employment in a kindergarten classroom is also acceptable, **AND**
  3. Student employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit, **AND**
  4. Student must work in the state of California.
  5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home child care providers are not eligible.

- H. The CONTRACTOR will enroll eligible students according to the following three priorities:

*California Department of Education, Child Development Division (CDE/CDD)  
Priorities for Enrollment:*

- Priority 1 Employees of all direct-funded CDE/CDD programs including center-based programs and family child care network programs or center-based programs with satellite family child care providers. This also includes co-located Head Start Programs.
- Priority 2 Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services.
- Priority 3 Employees of all other programs including center-based and licensed family child care homes.

*Within each priority group listed above, priority will be given to students fulfilling the requirements for an Assistant or Associate Teacher or Teacher Child Development Permit.*

*Local Priorities for Enrollment*

The local YCCD/CDTC Advisory Committee may establish additional priorities. However, the CDE/CDD priorities listed above must be met before local priorities can be implemented. Local priorities are encouraged to meet local needs within the context of the CDE/CDD priorities.

- I. The CONTRACTOR will establish a new or use an existing Advisory Committee to solicit input on local needs, courses to be offered and approve the student eligibility and payment policies.
  1. The Advisory Committee will make a good faith effort to represent the local child care labor market by including the following program representatives: the Campus Coordinator; one community college child development instructor; one family child care provider; one representative of a child care program funded by the California Department of Education, Child Development Division (CDE/CDD); one representative of a private-for-profit child care program; one representative of a private-non-profit child care program; one representative of the local Resource and Referral program; one college student majoring in child development; one representative from the Local Child Care and Development Planning Council; and one representative from the county-level Children and Families Commission, and one representative from the local Child Care Retention Incentive (CRI) program (i.e. CARES and/or AB212).
  2. The Advisory Committee will meet a minimum of once each semester/term.
  3. Both meetings must be properly documented with agendas and minutes, which must be submitted with the Year-End Report.
- J. The CONTRACTOR will complete an annual needs study of the local service area to determine the greatest needs of individuals seeking new or maintaining currently held Child Development Permits. Information collected should include:
  1. Description of eligible students to be served
  2. Special circumstances or unique challenges and characteristics of eligible students
  3. Description of agencies/programs that will benefit
  4. Area strengths
  5. Area needs
  6. Description of most needed courses including topics, times, locations and preferred language of instruction.
- K. The CONTRACTOR will provide student grade documentation to YCCD/CDTC upon request for audit purposes.

- L. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due dates are included in this Agreement as *Appendix B - 2004-2005 Required Reports and Time Lines*. All reports should be submitted to the Child Development Training Consortium, 1620 North Carpenter Road, Suite C-16, Modesto, CA 95351.
- M. The CONTRACTOR will ensure that no full-time equivalent (FTE) will be collected for courses that are funded with YCCD/CDTC funds.

## II. PERIOD OF PERFORMANCE

The term of this Agreement shall be from August 1, 2004, to and including July 31, 2005. Enrolled units must be completed between July 1, 2004, and June 30, 2005. Professional Growth Advisor trainings and networking sessions must be completed between August 1, 2004, and June 30, 2005. All allowable expenditures must be encumbered by July 31, 2005.

## III. BUDGET AND ALLOWABLE EXPENSES

- A. By October 22, 2004, a final 2004-2005 budget based on the funding authorized in this Agreement must be on file with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.
- B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval when anticipated expenses in a major expense category (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).
- C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook on page 48. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.
- D. The CONTRACTOR will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program. Approved CDE rates are available in the Campus Coordinator Handbook on page 52.
- E. The CONTRACTOR will not expend YCCD/CDTC funds on food, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its identity when removed from its location and is not changed materially or consumed immediately (typically, within a year) by use. Equipment has relatively permanent value and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers and furnishings that are not integral parts of the building or the building system.
- F. If the CONTRACTOR demonstrates a consistent pattern of under-generating its contracted number of units, the number of contracted units may be reduced in subsequent years.

#### IV. PAYMENT FOR SERVICES

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed **\$10,856.00**. The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than \$100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by July 31, 2005. Checks should be made payable to YCCD.
- B. The CONTRACTOR will be paid \$25.00 per enrolled unit of course work, which meets requirements of the Child Development Permit Matrix and/or child care licensing regulations to the maximum stated in Paragraph I.B. Units for physical education and general work experience classes are excluded. Units for remedial courses and child development work experience are included.
- C. The CONTRACTOR will be paid \$36.00 per trained Professional Growth Advisor, who meets the eligibility criteria established by the California Commission on Teacher Credentialing, to the maximum stated in Paragraph I.C.
- D. The CONTRACTOR will be paid \$100.00 per Professional Growth Advisor networking session, to the maximum stated in Paragraph I.D.
- E. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including an original 2004-2005 Participant Profile for each enrolled student for each semester/term, and/or an original Professional Growth Advisor Registration card for each trained and qualified advisor. Networking session payments will be based on original meeting documentation including agenda, sign-in sheets, and participant evaluations.
- F. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.
- G. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The final expenditure report is due no later than July 31, 2005.

#### V. RETENTION OF RECORDS AND AUDITS

The CONTRACTOR will retain all programmatic and fiscal records for a minimum of five (5) full years from the date of final payment under this Agreement. The CONTRACTOR will make these records available to YCCD/CDTC upon request for audit purposes during the progress of the work and for five (5) years following final payment. The federal audit number for this project is 93.575042.

#### VI. CONTRACT AMENDMENTS

This Agreement may be amended with mutual written consent of both parties and the approval of the California Department of Education, Child Development Division.

**VII. 30 DAY TERMINATION NOTICE**

It is mutually agreed that either party may terminate this Agreement by giving thirty (30) calendar days advance written notice.

**VIII. FUND AVAILABILITY**

Funding of this Agreement is contingent upon appropriation and availability of funds from the California Department of Education, Child Development Division. The YCCD/CDTC is funded with federal Child Care and Development Quality Improvement funds.

**IX. NONDISCRIMINATION CLAUSE**

- A. During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate, harass, or allow harassment against any employee or student because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), sexual orientation, or marital status. CONTRACTOR will ensure that the evaluation and treatment of employees and student participants are free from such discrimination and harassment.
- B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder.
- C. By signing this Agreement, the CONTRACTOR ensures that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability.

**X. INDEPENDENT CONTRACTORS**

It is understood that this is an Agreement by and between independent contractors and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture.

**XI. HOLD HARMLESS CLAUSE**

Both the CONTRACTOR and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, and the officers, employees, boards, volunteers, and agents of the other party from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the parties to this Agreement or the activities of either party's boards, officers, agents, employees, or volunteers. Each party further agrees to waive all rights of subrogation against the other party. The provisions of this indemnity agreement do not, however, apply to any damages or losses caused by the negligence of the other party or any of its officers, employees, boards, volunteers, or agents.

**XII. ACKNOWLEDGMENT**

The CONTRACTOR will acknowledge the support of the YCCD/CDTC when publicizing the work performed under this Agreement. Materials developed with funds from this Agreement shall contain an acknowledgment of the use of federal Child Care and



Development Quality Improvement funds received from the California Department of Education, Child Development Division.

**XIII. DRUG-FREE WORKPLACE**

The CONTRACTOR certifies compliance with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace.

**IX. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT**

If the CONTRACTOR fails to fulfill the terms of this Instructional Agreement, the CONTRACTOR will be placed on informal probation for the period of one year. If the CONTRACTOR fails to fulfill the terms of the Instructional Agreement while on informal probation, a Probationary Instructional Agreement will be issued in the second year. If the CONTRACTOR fails to fulfill the terms of the Probationary Instructional Agreement, no further Instructional Agreements will be issued to CONTRACTOR.

**AGREED TO BY:**

<b>CONTRACTOR Authorizing Signature:</b>	
<b>Printed Name of Person Signing:</b>	
<b>Title of Person Signing:</b>	
<b>Date:</b>	

**Yosemite Community College District**

<b>Authorizing Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	<b>George Railey, Interim Vice Chancellor Educational Services</b>
<b>Date:</b>	

**Attachments for reference:** Appendix A - Child Development Permit Matrix  
Appendix B - 2004-2005 Required Reports and Time Lines

Return **two** Instructional Agreements with **original signatures** to:  
Yvonne Schemper, Child Development Training Consortium  
1620 North Carpenter Road, Suite C-16, Modesto, CA 95351  
For questions, call (209) 341-1663

<b>For CDTC Use Only:</b>	<b>Date Rcvd:</b> _____	<b>To D.O.:</b> _____	<b>From D.O.:</b> _____	<b>To CONTRACTOR:</b> _____
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# Child Development Permit Matrix - with Alternative Qualification Options Indicated

Permit Title	Education Requirement (Option 1 for all permits)	Experience Requirement (Applies to Option 1 Only)	Alternative Qualifications (with option numbers indicated)	Authorization	Five Year Renewal
Assistant (Optional)	<b>Option 1:</b> 6 units of Early Childhood Education (ECE) or Child Development (CD)	None	<b>Option 2:</b> Accredited HERO program (including ROP)	Assist in the care, development and instruction of children in a child care and development program under the supervision of an Associate Teacher or above.	105 hours of professional growth*****
Associate Teacher	<b>Option 1:</b> 12 units ECE/CD including core courses**	50 days of 3+ hours per day within 2 years	<b>Option 2:</b> Child Development Associate (CDA) Credential. CDA Credential must be earned in California	May provide service in the care, development and instruction of children in a child care and development program; and supervise an Assistant Permit holder and an Aide.	Must complete 15 additional units toward a Teacher Permit. Must meet Teacher requirements within 10 years.
Teacher	<b>Option 1:</b> 24 units ECE/CD including core courses** plus 16 General Education (GE) units*	175 days of 3+ hours per day within 4 years	<b>Option 2:</b> AA or higher in ECE/CD or related field with 3 units supervised field experience in ECE/CD setting	May provide service in the care, development and instruction of children in a child care and development program, and supervise all above.	105 hours of professional growth*****
Master Teacher	<b>Option 1:</b> 24 units ECE/CD including core courses** plus 16 GE units* plus 6 specialization units plus 2 adult supervision units	350 days of 3+ hours per day within 4 years	<b>Option 2:</b> BA or higher with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting	May provide service in the care, development and instruction of children in a child care and development program, and supervise all above. Also may serve as a coordinator of curriculum and staff development in a child care and development program.	105 hours of professional growth*****
Site Supervisor	<b>Option 1:</b> AA (or 60 units) including: <ul style="list-style-type: none"> <li>• 24 ECE/CD units with core courses**</li> <li>• 16 GE units*</li> <li>• 6 administration units</li> <li>• 2 adult supervision units</li> </ul>	350 days of 3+ hours per day within 4 years including at least 100 days of supervising adults	<b>Option 2:</b> BA or higher with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; <u>or</u> <b>Option 3:</b> Admin. credential *** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; <u>or</u> <b>Option 4:</b> Teaching credential**** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting	May supervise a child care and development program operating at a single site; provide service in the care, development and instruction of children in a child care and development program; and serve as coordinator of curriculum and staff development.	105 hours of professional growth*****
Program Director	<b>Option 1:</b> BA or higher including: <ul style="list-style-type: none"> <li>• 24 ECE/CD units with core courses**</li> <li>• 6 administration units</li> <li>• 2 adult supervision units</li> </ul>	Site Supervisor status and one program year of Site Supervisor experience	<b>Option 2:</b> Admin. credential *** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; <u>or</u> <b>Option 3:</b> Teaching credential**** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting, plus 6 units administration; <u>or</u> <b>Option 4:</b> Master's Degree in ECE/CD or Child/Human Development	May supervise a child care and development program operated in a single site or multiple-sites; provide service in the care, development and instruction of children in a child care and development program; and serve as coordinator of curriculum and staff development.	105 hours of professional growth*****

**NOTE:** All unit requirements listed above are semester units. All course work must be completed with a grade of C or better. Spanish & Chinese translations available.

\*One course in each of four general education categories, which are degree applicable: English/Language Arts; Math or Science; Social Sciences; Humanities and/or Fine Arts.

\*\*Core courses include child/human growth & development; child/family/community or child and family relations; and programs/curriculum. You must have a minimum of three semester units or four quarter units in the core areas of child/human growth & development and child/family/community.

\*\*\*Holders of the Administrative Services Credential may serve as a Site Supervisor or Program Director.

\*\*\*\*A valid Multiple Subject or a Single Subject in Home Economics.

\*\*\*\*\*Professional growth hours must be completed under the guidance of a Professional Growth Advisor. Call (209) 572-6085 for assistance in locating an advisor.

This matrix was prepared by the Child Development Training Consortium, [www.childdevelopment.org](http://www.childdevelopment.org). Call (209) 572-6080 for a permit application.

## Appendix B Child Development Training Consortium 2004-2005 Required Reports and Time Lines

Report/Documentation	Due Date						
Instructional Agreement	As soon as possible						
Professional Growth Advisor Project Training/Networking Documentation Transmittal Sheet	Within two weeks following the training/networking sessions						
2004-2005 Final Program Budget due with signed Instructional Agreement	October 22, 2004						
Participant Profiles and Transmittal Summary and Detail Sheets	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Summer '04 Term:</td> <td>September 10, 2004</td> </tr> <tr> <td>Fall '04 Term:</td> <td>October 22, 2004</td> </tr> <tr> <td>Winter/Spring '05 Term:</td> <td>March 18, 2005</td> </tr> </table>	Summer '04 Term:	September 10, 2004	Fall '04 Term:	October 22, 2004	Winter/Spring '05 Term:	March 18, 2005
Summer '04 Term:	September 10, 2004						
Fall '04 Term:	October 22, 2004						
Winter/Spring '05 Term:	March 18, 2005						
Student Evaluation Composite	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Summer '04 Term:</td> <td>September 10, 2004</td> </tr> <tr> <td>Fall '04 Term:</td> <td>February 11, 2005</td> </tr> <tr> <td>Winter/Spring '05 Term:</td> <td>July 31, 2005</td> </tr> </table>	Summer '04 Term:	September 10, 2004	Fall '04 Term:	February 11, 2005	Winter/Spring '05 Term:	July 31, 2005
Summer '04 Term:	September 10, 2004						
Fall '04 Term:	February 11, 2005						
Winter/Spring '05 Term:	July 31, 2005						
Student Eligibility and Payment Policies	December 3, 2004						
Coordinator Invoice	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Summer / Fall '04 Term:</td> <td>February 11, 2005</td> </tr> <tr> <td>Winter/Spring '05 Term:</td> <td>July 31, 2005</td> </tr> </table>	Summer / Fall '04 Term:	February 11, 2005	Winter/Spring '05 Term:	July 31, 2005		
Summer / Fall '04 Term:	February 11, 2005						
Winter/Spring '05 Term:	July 31, 2005						
Child Development Instructional Staff Profile Composite	March 18, 2005						
Course Offering Matrix of Non-Traditional Child Development and CDTC Funded Courses	March 18, 2005						
2005-2006 Designation of Campus Coordinator and Agreement Specifications	June 30, 2005						
Year-End Report Narrative	July 15, 2005						
Final Expenditure Report	July 31, 2005						

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM: 11</b>
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE: 10/26/04</b>
<b>SUBJECT: IRVINE VALLEY COLLEGE: PURCHASE OF 116 DESKTOP AND 21 LAPTOP COMPUTERS</b>		
<b>REASON FOR BOARD CONSIDERATION: APPROVAL</b>		

**BACKGROUND**

At the August 2004 meeting, the Board of Trustees approved funding from basic aid funds for technology projects at both of the Colleges and the District. One of the Irvine Valley College projects is the scheduled replacement of computers in labs, and reallocation of the old computers to other areas on campus.

**STATUS**

Irvine Valley College staff has determined that there is a need for One Hundred Sixteen (116) desktop computers and twenty-one (21) laptops. They would like to purchase the computers from Dell Marketing of Round Rock, Texas. The District is eligible to purchase the computers from Dell by piggybacking on the Western States Contracting Alliance Master Price Agreement No. 92-00151, which has been evaluated and approved by Orange County Legal Council. The purchase price for the One Hundred Thirty Seven (137) computers is Two Hundred One Thousand One Hundred Seventy-one and 29/100 Dollars (\$201,171.29) including tax, with details provided in EXHIBITS A, B, C and D. Funds are available from basic aid.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees declare to be in the best interest of the District to purchase the computers by piggybacking on the Western States Contracting Alliance Master Price Agreement No. 92-00151, and approve issuing purchase orders for a total amount of Two Hundred One Thousand One Hundred Seventy-one and 29/100 Dollars (\$201,171.29) including tax, with Dell Marketing of Round Rock, Texas, for One Hundred Thirty-seven (137) computers.

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

**DELL****QUOTATION**

QUOTE #: 178728123

Customer #: 180440

Contract #: 40100

Customer Agreement #: 960/OP/137/100

Quote Date: 10/8/04

Date: 10/8/04 5:29:17 PM

Customer Name: SOUTH ORANGE COUNTY COMM  
COLLG

<b>TOTAL QUOTE AMOUNT:</b>	<b>\$127,498.97</b>		
Product Subtotal:	\$119,999.00		
Tax:	\$7,499.97		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 100	SYSTEM PRICE: \$1,199.99	GROUP TOTAL: \$119,999.00
Base Unit:	OptiPlex GX280, Small Minitower Pentium 4 520 / 2.80GHz 1M, 800FSB (221-5297)		
Processor:	NTFS File System, Factory Install (420-3699)		
Memory:	512MB, Non-ECC, 400MHz DDR2 2x256, OptiPlex GX280 or SX280 (311-3679)		
Keyboard:	Dell USB Keyboard, No Hot Keys OptiPlex (310-5247)		
Monitor:	Dell UltraSharp 1703FP Flat Panel with Height Adjustable Stand, 17.0 Inch VIS, Lat-D/Opti(Latitude D-Family/OptiPlex) (320-0664)		
Video Card:	Integrated Video - Intel DVMT, Dell OptiPlex GX270 or GX280 (320-0428)		
Hard Drive:	80GB SATA, 7200 RPM Hard Drive with Data Burst Cache, OptiPlex GX280 and SX280 (341-0905)		
Floppy Disk Drive:	3.5 Inch, 1.44MB, Floppy Drive Dell OptiPlex GX270 and GX280 Small Desktop or Minitower (340-8733)		
Operating System:	Windows XP Professional Service Pack 1, NTFS, with Media Dell OptiPlex, English, Factory Install (420-2119)		
Mouse:	Dell USB 2-Button Optical Mouse with Scroll (310-4126)		
CD-ROM or DVD-ROM Drive:	8X DVD+RW+R with Sonic RecordNow! Deluxe plus, CyberLink PowerDVD, OptiPlex GX280 Small Desktop and Minitower (313-2491)		
Documentation Diskette:	OptiPlex Resource CD (313-7168)		
Factory Installed Software:	Energy Star Labeling for OptiPlex (if applicable) (310-4721)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (900-6630)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2YR Extended (900-6602)		
Installation:	Standard On-Site Installation Declined (900-9987)		
Misc:	Hyper-Threading set to ON, can be disabled/enabled in BIOS, WinXP and 800FSB only, OptiPlex (462-0969)		
Misc:	Mouse Pad (310-3559)		
	CFI, Cable, Interface, Ultra, ATA133, Factory Install (363-8788)		
	CFI Titan Code for CFI FIDA or Bypass SI (364-1846)		
	CFI, Information, Software, CFI Hardware Install, Factory Install (364-2456)		
	CFI Routing SKU (365-0257)		
	CFI, Integration Service, OR-Install, OptiPlex (365-1302)		
	CFI, Cable, Internal, Power, 5.25, 14" (367-6472)		
	CFI, ZIP250, IOM, Cable, GX280, Factory Install (367-8883)		
	CFI, Information, Validator, Ordeready, 4993, Minitower, Factory Install (367-8847)		

SALES REP:	PETE OTERO	PHONE:	1800-274-7799
Email Address:	Pete_Otero@Dell.com	Phone Ext:	45526

For your convenience, your sales representative, quote number and customer number have been provided to provide you with faster service when you are ready to place your order. Orders may be placed to the attention of your sales representative to 1-800-365-5329. You may also place your order online at [www.dell.com/quote](http://www.dell.com/quote)

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, is subject to the applicable Dell terms and conditions agreement.

Prices and tax rates are valid in the U.S. only and are subject to change.

**\*\*Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number. If you have any questions regarding tax please call 800-433-9019. \*\***

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at [US\\_Dell\\_ARS\\_Requests@dell.com](mailto:US_Dell_ARS_Requests@dell.com). Minimum quantities may apply.

Dell has a 30 day return policy for new products purchased directly from Dell.

Dell's Total Satisfaction Return Policy may be found at [www.dell.com/us/en/hied/misc/policy\\_010\\_policy.htm](http://www.dell.com/us/en/hied/misc/policy_010_policy.htm)

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as July 1, 2004. Prices in your cart do not reflect this fee. More Info: or refer to URL [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee)

**DELL****QUOTATION**

QUOTE #: 176479221

Customer #: 180440

Contract #: 40100

Customer Agreement #: 960/OP/137/100

Quote Date: 9/27/04

Date: 9/27/04 10:25:57 AM

Customer Name: SOUTH ORANGE COUNTY COMM  
COLLG

<b>TOTAL QUOTE AMOUNT:</b>	<b>\$5,983.59</b>		
Product Subtotal:	\$5,631.60		
Tax:	\$351.99		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 2	SYSTEM PRICE: \$2,815.80	GROUP TOTAL: \$5,631.60
Base Unit:	PowerEdge 1750,2.8GHZ/512K Cache Xeon, 533MHz Front Side Bus (221-2098)		
Processor:	2nd Processor,Xeon,2.8GHZ, 512K Cache, PowerEdge 1750 (311-2436)		
Memory:	2GB DDR,266MHZ,4X512MB DIMMS, PowerEdge Rack (311-2444)		
Keyboard:	No Keyboard Option (310-5017)		
Monitor:	No Monitor Option (320-0058)		
Video Memory:	2X64/133MHZ PCI-X, Riser for PE1750 (320-0623)		
Hard Drive:	36GB Hard Drive, U320, SCSI, 1 inch, 10K, for PowerEdge 1750 (340-8357)		
Hard Drive Controller:	PERC4-DI, 128MB Battery Backed Cache, 1 Int 1 ext Ch-Embedded Raid PE1750 (340-8156)		
Floppy Disk Drive:	1.44MB,3.5in,Floppy Drive,for Dell PowerEdge Servers (340-3612)		
Operating System:	No Operating System,For Dell PowerEdge Servers,No Windows 2000 (420-5100)		
Mouse:	Mouse Option None (310-0024)		
NIC:	Dual On-Board NICS ONLY (430-8991)		
CD-ROM or DVD-ROM Drive:	Digital Video Disk Drive,4.7GB,IDE,Internal, No Controller/No Cables (313-2010)		
Sound Card:	Active Bezel Option for Dell PowerEdge 1750 (313-1702)		
Documentation Diskette:	Electronic Documentation on CD (310-0438)		
Additional Storage Products:	36GB Hard Drive, U320, SCSI, 1 inch, 10K, for PowerEdge 1750 (340-8357)		
Feature	MR5,ROMB 5,C3,for Dell PowerEdge 1750 (340-8166)		
Feature	Rapid Rails for Dell Rack, PowerEdge 1750 (310-3955)		
Service:	1 Year 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (900-2750)		
Service:	1 Year 3 Contract - Next Business Day Parts and Labor On-Site Response, 2YR Extended (900-2752)		
Service:	DECLINED CRITICAL BUSINESS CRITICAL SERVER OR STORAGE SUPPORT PACKAGE-CALL YOUR DELLSALES REP IF UPGRADE NEEDED (960-1305)		
Installation:	On-Site Installation Declined (900-9997)		
Misc:	36GB Hard Drive, U320, SCSI, 1 inch, 10K, for PowerEdge 1750 (340-8357)		

SALES REP:	PETE OTERO	PHONE:	1800-274-7799
Email Address:	Pete_Otero@Dell.com	Phone Ext:	45526

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-800-365-5329. You may also

place your order online at [www.dell.com/quote](http://www.dell.com/quote)

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, is subject to the applicable Dell terms and conditions agreement.

Prices and tax rates are valid in the U.S. only and are subject to change.

*\*\*Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order.*

*Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number.*

*If you have any questions regarding tax please call 800-433-9019. \*\**

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly.

Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at [US\\_Dell\\_ARS\\_Requests@dell.com](mailto:US_Dell_ARS_Requests@dell.com). Minimum quantities may apply.

Dell has a 30 day return policy for new products purchased directly from Dell.

Dell's Total Satisfaction Return Policy may be found at [www.dell.com/us/en/hied/misc/policy\\_010\\_policy.htm](http://www.dell.com/us/en/hied/misc/policy_010_policy.htm)

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as July 1, 2004. Prices in your cart do not reflect this fee. More Info: or refer to URL [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee)



**DELL****QUOTATION**

QUOTE #: 176479857

Customer #: 180440

Contract #: 40100

Customer Agreement #: 960/OP/137/100

Quote Date: 9/27/04

Date: 9/27/04 10:28:59 AM

Customer Name: SOUTH ORANGE COUNTY COMM  
COLLG

<b>TOTAL QUOTE AMOUNT:</b>	<b>\$1,834.69</b>		
Product Subtotal:	\$1,726.75		
Tax:	\$107.94		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$1,726.75	GROUP TOTAL: \$1,726.75
Base Unit:	OptiPlex GX280, Small Minitower Pentium 4 550 73.40GHz 1M, 800FSB (221-5294)		
Processor:	NTFS File System, Factory Install (420-3699)		
Memory:	1.0GB, Non-ECC, 400MHz DDR2 2x512, OptiPlex GX280 or SX280 (311-3681)		
Keyboard:	Dell USB Keyboard, No Hot Keys OptiPlex (310-5247)		
Monitor:	Dell UltraSharp 1703FP Flat Panel with Height Adjustable Stand, 17.0 Inch VIS, Lat-D/Opti(Latitude D-Family/OptiPlex) (320-0664)		
Video Card:	128MB ATI Radeon X300 Graphics Card with DVI/VGA Cables, Full Height, OptiPlex GX280 Small Minitower (320-4037)		
Hard Drive:	160GB SATA, 7200 RPM Hard Drive with Data Burst Cache OptiPlex GX280 and SX280 (341-0906)		
Floppy Disk Drive:	3.5 Inch, 1.44MB, Floppy Drive Dell OptiPlex GX270 and GX280 Small Desktop or Minitower (340-8733)		
Operating System:	Windows XP Professional Service Pack 1, NTFS, with Media Dell OptiPlex, English, Factory Install (420-2119)		
Mouse:	Dell USB 2-Button Optical Mouse with Scroll (310-4126)		
CD-ROM or DVD-ROM Drive:	16X DVD+RW/+R and 16X DVD with Sonic Record Now! Deluxe plus CyberLink PowerDVD OptiPlex GX280 Small Minitower (313-2938)		
Sound Card:	Sound Blaster Live! 24-bit ADVANCED HD Audio, Full Height 100dB/Dolby Digital/96KHz/7.1 Dell OptiPlex GX280 Small (313-2530)		
Speakers:	Dell Two Piece Stereo Speaker System for Dell OptiPlex (313-2316)		
Additional Storage Products:	160GB SATA, 7200 RPM Hard Drive with Data Burst Cache, OptiPlex GX280T (Small Minitower) (341-0916)		
Factory Installed Software:	Energy Star Labeling for OptiPlex (if applicable) (310-4721)		
Software Disk Two:	OpenManage Client Instrumentation, Dell OptiPlex Factory Install (420-4296)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (900-6630)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2YR Extended (900-6602)		
Dirline:	GTS, Personal Systems, Technical Support Letter (461-3749)		
Dirline:	Gold Technical Support Service OptiPlex, 3 Years, 1-866-876-3355 (DELL) (902-4882)		
Installation:	Standard On-Site Installation Declined (900-9987)		
Misc:	Mouse Pad (310-3559)		
Misc:	Hyper-Threading set to ON, can be disabled/enabled in BIOS, WinXP and 800FSB only, OptiPlex (462-0969)		

SALES REP:	PETE OTERO	PHONE:	1800-274-7799
Email Address:	Pete_Otero@Dell.com	Phone Ext:	45526

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Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as July 1, 2004. Prices in your cart do not reflect this fee. More Info: or refer to URL [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee)

**DELL****QUOTATION**

QUOTE #: 176895041

Customer #: 180440

Contract #: 40100

Customer Agreement #: 960/OP/137/100

Quote Date: 9/29/04

Date: 9/29/04 9:21:57 AM

Customer Name: SOUTH ORANGE COUNTY COMM  
COLLG

<b>TOTAL QUOTE AMOUNT:</b>	<b>\$65,254.04</b>	
Product Subtotal:	\$61,415.55	
Tax:	\$3,838.49	
Shipping & Handling:	\$0.00	
Shipping Method:	Ground	Total Number of System Groups: 1

GROUP: 1	QUANTITY: 21	SYSTEM PRICE: \$2,924.55	GROUP TOTAL: \$61,415.55
Base Unit:	Latitude D800, Pentium M 755 (2.0GHz) 15.4 WUXGA, English (221-5420)		
Memory:	1024MB, 2 Dimm, Double Data Rate for Dell Latitude D-FAM Notebooks, Factory Install (311-1877)		
Video Card:	NVIDIA GeForce FX Go5200 4XAGP graphics w/ 64 MB DDR Video Mem for Latitude D800, Factory Install (320-2959)		
Hard Drive:	80GB Hard Drive 9.5MM 4200RPM for Dell Latitude D800 Factory Install (341-0192)		
Floppy Disk Drive:	No Floppy Drive for Latitude D-Family Notebooks (340-8854)		
Operating System:	Windows XP Professional, SP1 with media, for Latitude English, Factory Installed (420-1946)		
Modem:	Internal 56K Modem for Dell Latitude D-Family Notebooks, Factory Install (313-1535)		
TBU:	90W AC Adapter for Latitude D800 (310-4224)		
CD-ROM or DVD-ROM Drive:	8XDVD+RW for Latitude D505 D600, D800, Factory Installed (313-2648)		
Processor Cable:	Intel PRO/Wireless 2200 WLAN (802.11b/g) miniPCI Card Latitude D400/600/800, Factory Install (430-0908)		
Software Disk Two:	OMCI 7.0 Systems Management For Latitude, Factory Install (420-1978)		
Feature:	9-Cell, 80-WHR Primary Battery for Dell Latitude D800 Factory Install (312-0193)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (900-6600)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 3YR Extended (900-6233)		
Service:	CompleteCare Accidental Damage Svc, Lat, 4Yr, 1-800-624-9896 (970-2647)		
Dirline:	GTS, Personal Systems, Technical Support Letter (461-3749)		
Dirline:	Gold Technical Support Service Latitude, 4 Years, (900-4493)		
Misc:	NTFS File System, Factory Install (420-3699)		
Misc:	Mouse Pad for Dell Latitude, Factory Tied (310-3978)		

SALES REP:	PETE OTERO	PHONE:	1800-274-7799
Email Address:	Pete_Otero@Dell.com	Phone Ext:	45526

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**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b>	<b>12</b>
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b>	<b>10/26/04</b>
<b>SUBJECT:</b>	<b>IRVINE VALLEY COLLEGE: ADOPT RESOLUTION NO. 04-27 DECLARING INTENT TO LEASE REAL PROPERTY</b>		
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>		

**BACKGROUND**

Education Code Section 81360 et seq., provides that a community college district governing board may lease property of the District. Until recently, the District had an agreement with Kaplan/LCP International Programs for the lease of two adjoining parcels at the Irvine Valley College campus, consisting of approximately 6,512 square feet, which were utilized for conducting private instructional programs for international students.

**STATUS**

The resolution appended to this agenda item (EXHIBIT A) provides the vehicle whereby the District declares an area of approximately 6,512 square feet at the Irvine Valley College campus not needed by the district for classroom buildings at this time; requests bids for the use of such space from interested entities that may want to use it for conducting private instructional programs for international students; and establishes the time and place where bids will be received and opened by the Director of Purchasing and Facilities Planning.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 04-27 (EXHIBIT A) authorizing the District's Director of Purchasing and Facilities Planning to request and open bid proposals for the lease of said portion of the Irvine Valley College campus.

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

Resolution No. 04-27

RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
DECLARING  
ITS INTENT TO LEASE REAL PROPERTY  
IRVINE VALLEY COLLEGE

OCTOBER 26, 2004

**WHEREAS**, the South Orange County Community College District (the "District") is the owner of certain real property, commonly known as Irvine Valley College located at 5500 Irvine Center Drive, in the City of Irvine (the "College"); and

**WHEREAS**, the District has determined that approximately 6,512 square feet of property located on the College campus (the "Property"), which are designated for future development, are not needed at this time for classroom buildings by the District for the College's instructional purposes; and

**WHEREAS**, this board desires to consider proposals for the lease of the Property to be used exclusively for conducting private instructional programs for international students as approved by the District; and

**WHEREAS**, the successful bidder shall submit a proposal to include the Property subject to lease pursuant to the Education Code Sections 81360 through 81376.

**NOW, THEREFORE**, the Board of Trustees hereby resolves:

1. That this board does hereby announce its intention to receive and consider proposals for the lease of the Property, in accordance with the provisions of Education Code Section 81360 et seq.
2. The initial term for the Building Lease Agreement shall be for Five (5) years. The initial term of the Building Lease Agreement may be extended with the mutual consent of the parties.
3. The successful bidder shall use the Property exclusively for the purpose of conducting private instructional programs for international students within the terms of the District's Lease Agreement for the Property.
4. The initial minimum monthly written bid for the Property shall be One Thousand Seven Hundred Twenty and No/100 Dollars (\$1,720.00) per parcel. The bid shall separately specify the bid amount for each of the five (5) years of the lease.
5. Bid proposal forms along with the proposed Lease Agreement and a detailed description of the site, may be obtained from the office of the Director of Purchasing and Facilities Planning of the South Orange County Community College District, located at Avery Plaza, 28570 Marguerite Parkway, Suite 207, Mission Viejo, CA 92692. The telephone number is 949/582-4680.

- 6. Pursuant to Education code Section 81372, the board delegates to Mr. Raul A. Villalba, Director of Purchasing and Facilities Planning, the authority to perform the duties of receiving, opening, examining, and declaring all bid proposals and the calling for oral bids.
- 7. Bid proposals for the lease of the Property shall be sealed and submitted on or before 2:00 P.M. on November 15, 2004, at the office of the Director of Purchasing and Facilities Planning. At this time, the sealed bid proposals shall be opened, examined and declared. Oral bids will then be called for. If upon the call for oral bidding, and responsible person's offer to enter into said Lease Agreement, upon the terms and conditions specified and for a price exceeding by at least five (5%) percent the highest written bid proposal for the lease of the Property, then the oral bid, which is the highest shall be finally accepted. Final acceptance shall not be made however until the oral bid is reduced to writing and signed by the offeror.
- 8. The final acceptance of the highest responsible bid proposal, either written or oral, will be made at the Board of Trustees meeting to be held at the District Board Room, located at 28000 Marguerite Parkway, Mission Viejo, California, on December 13, 2004, commencing at 7:00 P.M. The board may select the highest bid of any of the bids or, if it deems any action to be for the best public interest, it may reject any and all written or oral bids.
- 9. The District will not pay commissions on the Property subject to the Lease Agreement.
- 10. The Chancellor of this District or his designee is hereby authorized to give notice of the board's intent to lease the Property by posting copies of this resolution signed by the board or a majority of it, in three (3) public places in the District, and by publication of a Notice of Lease not less than once a week for three (3) successive weeks before the date of the meeting in a newspaper of general circulation published in the District or in the County in which the District or any part thereof is situated and having a general circulation in the County.

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on October 26, 2004.

\_\_\_\_\_  
President

\_\_\_\_\_  
Member

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member





**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b>	<b>13</b>
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b>	<b>10/26/04</b>
<b>SUBJECT: SADDLEBACK COLLEGE: PURCHASE OF 76 COMPUTERS</b>			
<b>REASON FOR BOARD CONSIDERATION: APPROVAL</b>			

**BACKGROUND**

At the August 2004 meeting, the Board of Trustees approved funding from basic aid for technology projects at both of the Colleges and the District. Saddleback College purchased the computers located in the Graphics classroom, Graphics lab, and the Lariat classroom four years ago. These departments are having trouble running current software versions due to the age of these computers. The college technology committee has scheduled the replacement of computers in these labs, and also the reallocation of the old computers to other areas on campus.

**STATUS**

Saddleback College staff has determined that there is a need for seventy-six (76) computers. They would like to purchase the computers from Apple Computer, Inc. of Austin, Texas. The District is eligible to piggyback off of the Glendale Unified School District, Bid No. P13-03104. The purchase price for the seventy-six (76) computers is Two Hundred Ninety-five Thousand Eight Hundred Sixty-eight and 57/100 Dollars (\$295,868.57) including tax, EXHIBIT A. Funds are available from basic aid.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees declare to be in the best interest of the District to purchase the computers by piggybacking on the Glendale Unified School District Bid No. P13-03104, and approve issuing a purchase order for Two Hundred Ninety-five Thousand Eight Hundred Sixty-eight and 57/100 Dollars (\$295,868.57) including tax, with Apple Computer, Inc. of Austin, Texas for seventy-six (76) computers.

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

 The Apple Store

# Your Proposal

**Proposal Subtotal**

\$274,588.00

Does not include  
sales tax or rebates

Please call the Apple Store at 1-800-800-2775 if you have questions. Your proposal is shown below for your reference.

**Proposer Information**

Shannon Seifert  
Saddleback College  
(949)582-4378

**Web Proposal Number**

W9609330

**Comment**

Please call John Chadwell at 800-800-2775 ext 46561 or email  
chadwell@apple.com for any questions.  
RFQ RS05-00634

**Items to be Ordered**

Description	Part Number	Unit Price	Qty	Ext. Price
Power Mac G5 Dual 1.8GHz	Z0AA	\$2,245.00	76	\$170,620.00
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			
Apple Cinema Display (20" flat panel)	M9177LL/A	\$1,169.00	76	\$88,844.00
APP for Power Mac with Display - Auto Enroll	B4607LL/A	\$199.00	76	\$15,124.00

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### AGENDA ITEM

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b> 14
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b> 10/26/04
<b>SUBJECT:</b>	<b>SOCCCD: NOTICE OF COMPLETION: PACKAGES A, AA, H, K, N, P, AND Z</b>	
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>	

### BACKGROUND

The Health Sciences building at Saddleback College is being constructed using multiple prime contracts with different trades. As the different contractors complete their scope of work there is a need to accept these portions of the project and file the respective Notices of Completion.

### STATUS

All work included in the packages shown in EXHIBIT A has been completed. The construction manager, architect, and district staff recommend that the District file the respective Notices of Completion.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the filing of Notices of Completions for Packages A, AA, H, K, N, P, and Z for the Health Sciences project at Saddleback College (EXHIBITS B, C, D, E, F, G, & H), and further authorize the release of the retentions thirty five (35) days after the date of filing.

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

**BID 1030**  
**CONSTRUCTION OF HEALTH SCIENCES BUILDING**  
**AT**  
**SADDLEBACK COLLEGE**

OCTOBER 26, 2004

PACKAGE	SCOPE	CONTRACTOR	APPROVED	ORIGINAL AMOUNT	REVISED AMOUNT	COMPLETED
A	Site Clearing/ Demolition/ Grading	GCI Construction, Inc.	8/25/2003	\$231,700	\$254,700	10/8/2004
AA	Fire Sprinklers	AAA Action, Inc.	9/29/2003	\$129,372	\$115,000	9/17/2004
H	Structural Steel/ Miscellaneous Metal/ Steel Decking	McMahon Steel Co., Inc	9/29/2003	\$1,599,200	\$1,608,188	10/8/2004
K	Roofing/ Waterproofing	Troyer Contracting Co.	9/29/2003	\$141,690	\$141,690	10/1/2004
N	Clay Tile Wall Cladding System	Carmel Architectural Sales	10/27/2003	\$387,650	\$301,050	9/17/2004
P	Ceramic Tile	Premier Tile & Marble	10/27/2003	\$126,300	\$138,349	10/15/2004
Z	Elevator	Inland Acoustics	9/29/2003	\$98,425	\$98,425	10/1/2004







Recording Requested  
By and Mail to:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
28000 Marguerite Parkway  
Mission Viejo, California 92692  
Attn: Purchasing & Facilities Planning

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, is Owner of the property hereinafter described, caused improvements to be made to said property to wit: PACKAGE "K", ROOFING/WATERPROOFING FOR THE HEALTH SCIENCES BUILDING PROJECT AT SADDLEBACK COLLEGE the contract for the doing of which was heretofore entered into on the 29<sup>th</sup> day of SEPTEMBER, 2003, which contract was made with TROYER CONTRACTING CO. INC., Santa Fe Springs, California as Contractor; that said improvements were completed on OCTOBER 1, 2004, and accepted by formal action of the governing board of said District on the 26<sup>th</sup> day of OCTOBER, 2004 that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is the WESTERN SURETY COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

SADDLEBACK COLLEGE  
28000 MARGUERITE PARKWAY  
MISSION VIEJO, CALIFORNIA 92692

\_\_\_\_\_  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
OF ORANGE COUNTY

By \_\_\_\_\_ DATED  
RAGHU P. MATHUR, Ed.D. Chancellor

STATE OF CALIFORNIA) ) ss.  
COUNTY OF ORANGE )

DR. RAGHU P. MATHUR, Chancellor, being first duly sworn, deposes and says:

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

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

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

\_\_\_\_\_  
RAGHU P. MATHUR, Ed.D. DATED  
Chancellor

SUBSCRIBED AND SWORN TO BEFORE ME  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
said County and State



Recording Requested  
By and Mail to:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
28000 Marguerite Parkway  
Mission Viejo, California 92692  
Attn: Purchasing & Facilities Planning

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, is Owner of the property hereinafter described, caused improvements to be made to said property to wit: PACKAGE "N", CLAY TILE WALL CLADDING SYSTEM FOR THE HEALTH SCIENCES BUILDING PROJECT AT SADDLEBACK COLLEGE the contract for the doing of which was heretofore entered into on the 28<sup>th</sup> day of OCTOBER, 2003, which contract was made with CARMEL ARCHITECTURAL SALES, Anaheim, California as Contractor; that said improvements were completed on SEPTEMBER 17, 2004, and accepted by formal action of the governing board of said District on the 26<sup>th</sup> day of OCTOBER, 2004 that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is the GREAT AMERICAN INSURANCE COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

SADDLEBACK COLLEGE  
28000 MARGUERITE PARKWAY  
MISSION VIEJO, CALIFORNIA 92692

\_\_\_\_\_  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
OF ORANGE COUNTY

By \_\_\_\_\_ DATED \_\_\_\_\_  
RAGHU P. MATHUR, Ed.D.  
Chancellor

STATE OF CALIFORNIA) ) ss.  
COUNTY OF ORANGE )

DR. RAGHU P. MATHUR, Chancellor, being first duly sworn, deposes and says:

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

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

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

\_\_\_\_\_  
RAGHU P. MATHUR, Ed.D. DATED \_\_\_\_\_  
Chancellor

SUBSCRIBED AND SWORN TO BEFORE ME  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
said County and State

Recording Requested  
By and Mail to:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
28000 Marguerite Parkway  
Mission Viejo, California 92692  
Attn: Purchasing & Facilities Planning

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, is Owner of the property hereinafter described, caused improvements to be made to said property to wit: PACKAGE "P", CERAMIC TILE FOR THE HEALTH SCIENCES BUILDING PROJECT AT SADDLEBACK COLLEGE the contract for the doing of which was heretofore entered into on the 28<sup>th</sup> day of OCTOBER, 2003, which contract was made with PREMIER TILE & MARBLE, Alhambra, California as Contractor; that said improvements were completed on OCTOBER 15, 2004, and accepted by formal action of the governing board of said District on the 26<sup>th</sup> day of OCTOBER, 2004 that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is the FIDELITY AND DEPOSIT COMPANY OF MARYLAND; that the property hereinafter referred to and on which said improvements were made is described as follows:

SADDLEBACK COLLEGE  
28000 MARGUERITE PARKWAY  
MISSION VIEJO, CALIFORNIA 92692

\_\_\_\_\_  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
OF ORANGE COUNTY

By \_\_\_\_\_ DATED  
RAGHU P. MATHUR, Ed.D.  
Chancellor

STATE OF CALIFORNIA) ) ss.  
COUNTY OF ORANGE )

DR. RAGHU P. MATHUR, Chancellor, being first duly sworn, deposes and says:

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

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

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

\_\_\_\_\_  
RAGHU P. MATHUR, Ed.D. DATED  
Chancellor

SUBSCRIBED AND SWORN TO BEFORE ME  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
said County and State

Recording Requested  
By and Mail to:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
28000 Marguerite Parkway  
Mission Viejo, California 92692  
Attn: Purchasing & Facilities Planning

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, is Owner of the property hereinafter described, caused improvements to be made to said property to wit: PACKAGE "Z", ELEVATOR FOR THE HEALTH SCIENCES BUILDING PROJECT AT SADDLEBACK COLLEGE the contract for the doing of which was heretofore entered into on the 30<sup>th</sup> day of SEPTEMBER, 2003, which contract was made with INLAND ACOUSTICS INC., San Bernardino, California as Contractor; that said improvements were completed on OCTOBER 1, 2004, and accepted by formal action of the governing board of said District on the 26<sup>th</sup> day of OCTOBER, 2004 that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is the FIDELITY AND DEPOSIT COMPANY OF MARYLAND; that the property hereinafter referred to and on which said improvements were made is described as follows:

SADDLEBACK COLLEGE  
28000 MARGUERITE PARKWAY  
MISSION VIEJO, CALIFORNIA 92692

\_\_\_\_\_  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
OF ORANGE COUNTY

By \_\_\_\_\_ DATED \_\_\_\_\_  
RAGHU P. MATHUR, Ed.D.  
Chancellor

STATE OF CALIFORNIA) ) ss.  
COUNTY OF ORANGE )

DR. RAGHU P. MATHUR, Chancellor, being first duly sworn, deposes and says:

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

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

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

\_\_\_\_\_  
RAGHU P. MATHUR, Ed.D. DATED \_\_\_\_\_  
Chancellor

SUBSCRIBED AND SWORN TO BEFORE ME  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
said County and State

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b> 15
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b> 10/26/04
<b>SUBJECT:</b>	<b>SOCCCD: HEALTH SCIENCES BUILDING: AMENDMENT TO CONSTRUCTION MANAGEMENT AGREEMENT</b>	
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>	

**BACKGROUND**

On April 28, 2003, the Board of Trustees approved an agreement with C. W. Driver to provide construction management services with multiple prime contractors for eighteen (18) months for the construction of the Health Sciences building at Saddleback College.

**STATUS**

Due to delays in starting the project, the eighteen (18) month term will expire before construction is completed. There is a need to amend the agreement in the amount of Fifty-eight Thousand Five Hundred Eighteen and no/100 Dollars (\$58,518.00) to extend services until completion of construction. See EXHIBIT A. Funds are available in the project account.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve an amendment, EXHIBIT A, to the agreement with C. W. Driver to perform construction management services during construction of the Health Sciences building at Saddleback College. The amendment in the amount of Fifty-eight Thousand Five Hundred Eighteen and no/100 Dollars (\$58,518.00) will extend on-site services until November 30, 2004 and post-construction services until the project is completed.

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

**AMENDMENT  
TO CONSTRUCTION MANAGEMENT SERVICES AGREEMENT  
FOR HEALTH SCIENCES BUILDING  
AT SADDLEBACK COLLEGE**

**NOVEMBER 1, 2004**

**THIS AMENDMENT** shall modify the original agreement dated May 1, 2003, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and C. W. Driver, 60 Corporate Park, Suite 100, Irvine, CA 92606, hereinafter referred to as "CONSULTANT."

**WHEREAS**, Article 13, paragraph 13.8 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

**WHEREAS**, Article 10, paragraph 10.1, establishes the term of the agreement at eighteen (18) months from the date of the agreement; and

**WHEREAS**, the term will expire on October 30, 2004; and

**WHEREAS**, there is a need for construction management services beyond the expiration date,

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

1. CONSULTANT will continue providing full construction management services for the Health Sciences building at Saddleback College as described in the original agreement until November 30, 2004.

2. CONSULTANT will provide post construction services as needed until final close out of the project is completed and approved by the DISTRICT. These post construction services shall be performed by the project manager at an office location provided by the DISTRICT. CONSULTANT shall not provide during this post construction phase any of the General Condition items specified in EXHIBIT B of the original agreement with the exception of office supplies, postage/UPS, fax/ copy machines, and computer system.

3. DISTRICT shall pay consultant the amount of Fifty Eight Thousand Five Hundred Eighteen and no/100 Dollars (\$58,518.00) as total compensation for the services described in paragraphs 1 and 2 above.

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

“DISTRICT”

South Orange County Community College District

By: \_\_\_\_\_  
Gary Poertner

Title: \_\_\_\_\_  
Deputy Chancellor

Date: \_\_\_\_\_

“CONTRACTOR”

C. W. Driver

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### AGENDA ITEM

<b>TO:</b>	BOARD OF TRUSTEES	<b>ITEM:</b> 16
<b>FROM:</b>	CHANCELLOR	<b>DATE:</b> 10/26/04
<b>SUBJECT:</b>	SOCCCD: AUCTION 49, SURPLUS PROPERTY	
<b>REASON FOR BOARD CONSIDERATION:</b>	APPROVAL	

### BACKGROUND

The Purchasing and Distribution department accumulates, at the warehouse, surplus supplies, equipment, and materials from various departments on both campuses and other items including "lost and found" merchandise. Items, which are determined to be of no usable value to the District, are then aggregated for disposal. Board Policy 3600 requires that the Board of Trustees authorize the disposal of surplus or obsolete supplies and equipment no longer suitable for district purposes.

### STATUS

The items described in the attached EXHIBIT A have been found no longer suitable for district or college use. It is recommended that a public auction be held in accordance with the requirements of education Code No. 81450 (b). All items will be sold to the highest bidder upon the completion of the auction.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the sale of surplus property, Auction No. 49, authorize the Director of Purchasing and Facilities Planning to hire a private auction firm to conduct the auction, and to dispose of items not sold at the auction.

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

#	DESCRIPTION	LOCATION	MODEL	INVENTORY #
1	1990 FORD CROWN VICTORIA	PKG. LOT	SEDAN	# 003594
2	1992 FORD CROWN VICTORIA	PKG. LOT	SEDAN	# 003746
3	1992 FORD CROWN VICTORIA	PKG. LOT	SEDAN	# 000884
4	1986 MITSUBISHI PICK-UP TRUCK	PKG. LOT	RAM	# 003593
5	10-SPEAKERS, 5-CD DECKS, 1-CASIO KEYBOARD, 1-TURNTABLE, 1-MOORE CHECK MACH., 1-EPSON PRINTER, 1- PANASONIC V.H.S. RECORDER, 3-IBM WHEELWRITERS, 1-GE MICRO - WAVE, 1-CANNON FAX, 1-SANYO CASH REGISTER, 1 - I.B.M. TYPEWRITER, 1-PAPER CUTTER, 1-SHARP CASSETTE PLAYER, 1 - PANASONIC VHS.	A-3	MISC.	162
6	COMPUTERS LOT-16, 2-APPLE IMAGE WRITERS, MONITORS LOT-6, 1-APPLE PRINTER, 1-PITNEY BOWES FAX, 1-FAX BY PANASONIC, LOT - 3 KEYBOARDS.	A-6	MICRON	1878, 1772, 1823, 1824, 3689, 3300, 3302, 3306, 3305, 3303, 1401, 2315, 1669
7	1-PRINTER, 1-JVC VHS, 1-SONY VHS, 4-SONY U-MATIC VHS MACHINES, 3-PIONEER LASER DISC, 2-SONY VHS, 2-PROJECTORS, 1-LANIER COPIER, 1-PROJECTOR, 1-LOT MISC. CABLES, 1-LAIRD GENERATOR & ENCODER, 1-CARD STAMP, 2-SPEAKERS, 1-LOT OF CABLES, 2 - VHS, 1 - HAND CAMERA, 1-WOLLENSAK CASSETTE PLAYER, 1 - 100 WATT AMPLIFIER, 2-SPEAKERS, 1-SONY EDITING UNIT, 1-RTS INTERCOM SYSTEM, 5-VHS, 1-SPIN PROGRAMER, 1-G.E. VCR, 2 - CASSETTE PLAYERS, 1-PROJECTOR, 4-MISC. KEYBOARDS, 1-MAC COMP., 1-DUKANE PROJECTOR.	A-6	MISC.	# 003468, 000136, 000054, # 003271, 000104, 000053, 68 # 001285, 000103, 000091 # 003216, 001688 # 001029
			SHARP 1500	
			SONY	
			REALISTIC	
			PANSONIC	
			SINGER	
8	COMP. MONITORS LOT-12, 1-PRINTER.	A-11	HP	
9	2 - 27" TRINATRON TELEVISIONS, 1-HP PRINTER, 1-EPSON PRINTER, 1-VCR 1-HP LASERJET PRINTER, 2-COMP.	A-12	SONY SHARP MICRON	# 004607, 004518
10	2 - 27" NEC TV, 1 - 27" EMERSON TV, 1 - 27" SHARP TV, 1-POWERSPEC CPU, 1-MONITOR, 1-OVERHEAD PROJECTOR	A-12	3M	
11	1 - 72 DRAWER WOOD FILE CABINET.	A-16		
12	1 - LOT OF 10 MISC. COMP. MONITORS.	A-17		
13	CAD TABLET LOT-13, 2-SMARTSWITCH, MISC. MONITORS LOT-4, HP OFFICEJET 1- ATX MONITOR CASE.	A-17	R40XI SENCO	
14	MISC. MONITORS LOT-3, 7 - MAC CPU, 1 - LOT OF 7 MAC COMPUTERS, 1-CABELTRON SWITCH, 1-PANASONIC V.T.R.	A-17	APPLE AG6200	# 004345, 004452, 004256
15	3 - 17" MONITORS, 2 - P11 COMPUTERS, 1-CD TOWER, 1-15" MONITOR, 1-MAC PC	A-18	MICRON	# 007185, 007442



#	DESCRIPTION	LOCATION	MODEL	INVENTORY #
	2-CLONE P1 CPU, 1-BOX MISC. CABELS			
	1-APC UPS, 1-PRINTER, 1-BOX MISC.		EPSON	
	DRIVES & CARDS		IOMEGA	
16	MISC. MONITORS LOT - 14.	A-18		
17	1 - ROCKWELL WOOD LATHE, 1 - KILN,	B-2		
	2 - XY PLOTTERS, STAGE LIGHTS LOT-3			# 000587, 000588
	1-ELECT. EEL DRAIN CLEANING MACH.			
	1 - PHYSIOGRAPH, 1 - KEYNOTE LIGHT.		GRADCO	# 004340
18	MISC. MONITORS LOT - 54	B-4		
19	1 - APPLE POWERMAC COMPUTER,	B-7		# 007086
	2 - COMPUTERS AND 11 MONITORS,		MICRON	# 004268
	MONITORS LOT-6, 1-CPU, 1-SCANNER,		MICROTEK	
	MISC.KEYBOARDS LOT-6, 1-PRINTER,		HP	
	2 - NEC MONITORS, 1 - TELEVISION.		SONY	# 007511
20	1 - DEC LASER 3200 PRINTER, MISC.	B-8		# 004009
	MONITORS LOT-13, PRINTERS LOT-5,			
	POWER MAC COMPUTERS LOT - 4,			# 003996, 003997
	EPSON PRINTERS LOT - 13, DEC LA3		FX80 / 850	
	PRINTERS LOT - 11, 2 - CLONE CPU,			
	1-APPLE COMP., 2 - BOX KEYBOARDS.		7300/200	# 007079
21	MISC.MONITORS LOT-8, 2-HP PRINTERS	B-8	600C / 4SI	
	COMPUTERS LOT - 17		MICRON	4270, 7322, 3983, 2957, 7187
				2948, 7018, 7197, 4811, 4012
				4325, 7120, 7306, 7122, 7110
				7117
	COMPUTERS LOT - 8, 5 - KEYBOARDS		APPLE	4261, 7006, 7037, 4252, 7007
				7186, 7014, 7076.
	CPU P200 LOT - 2, CPU P11 LOT - 1,		AST	
22	COMPUTERS LOT - 7, MONITORS LOT-2	B-9	MICRON	4011, 4600, 7165, 4175, 2906,
				7212
	COMPUTERS LOT - 2, MONITORS LOT-1		IBM	4516, 4159
	COMPUTERS LOT - 2, MONITORS LOT-2		APPLE	4160
	FAX MACH. LOT-1,MISC.MONITOR LOT-1		BROTHER	
	PANASONIC VHS DECK AND CABELS.		AG5700	
23	LOT-4 OF 70 COMPUTERS,8-MONITORS	B-9		1542, 1407, 3547, 7212, 1332,
	2-PRINTERS,1-FAX,LOT-2MISC.CABELS.			3400, 1416, 1384, 3338, 0728,
				1542, 3183, 0224, 1542, 3338,
				1587, 3189, 1409, 1410, 3160,
				2422, 2333, 1898, 1330, 1418,
				7531, 3215, 2019, 3215, 2071,
				1541, 2037, 2583, 0734, 2628,
				0723, 1343, 1962, 2304, 1347,
				2627, 3670, 1417, 1792, 3665,
				2591, 1734, 7535, 3686, 3678,
				0642, 3175, 3687, 3671, 0647,
				2630, 0656, 3673, 3685, 1383,
				1350, 1407, 3679, 2061, 3136,
				733
24	MILLENIA COMPUTERS LOT - 3	B-9		3351, 3382, 3384
25	MISC. MONITORS LOT - 52	B-10		

#	DESCRIPTION	LOCATION	MODEL	INVENTORY #
26	P11 COMPUTERS LOT-3	B-11	MICRON	4660, 4665
	MISC. MONITORS LOT - 11, PROJECTOR		SHARP	
	1 - BELL & HOWELL TAPE RECORDER,		3079B	
	1 - PANASONIC DVD PLAYER,		A310	
	1 - SONY TV, 8 - SHARP XG REMOTES,			
	1 - ACCTON ETHERHUB, LOT-1 MISC.		EN2041	
	MOUNTING HARDWARE.			
27	COMPUTERS LOT - 11	B-12	MICRON	4027, 4662, 2986, 4468, 2884,
				2874, 4258, 4555, 4254, 4257
	COMPUTERS LOT - 2,		NEC	4984, 4985
	1 - HP LASERJET PRINTER,		4SI	7106
	LOT - 7 MISC. COMPUTER MONITORS,			
	LOT - 8 MICROTEK SCANNERS,		V310	
	LOT - 1 HP DESKJET PRINTER,		1600 CM	
	2 - SCANJET PRINTERS - ADF & 5P.		HP	
28	LOT - 24 MISC. COMPUTER MONITORS.	B13 & B14	MICRON	
29	MILLENNIA COMPUTERS LOT - 14,	B-13	MICRON	
	MISC. GENERIC COMPUTERS LOT - 3,			
	COMPUTER MONITORS LOT - 16,		MICRON	
	1 - 4C SCANNER & 1 - 600C PRINTER,		HP	
	COMPUTER MONITORS LOT - 7,		MISC.	
	1 - KX-P2624 PRINTER, 1 - 1000B VCR,		PANSONIC	
	1-PHILLIPS CD WRITER, 1-CD TOWER.			
30	1 - DEC LASER 3200 PRINTER, MISC.	B-14	2100	2917
	COMPUTER MONITORS LOT - 12, MISC.			
	PRINTERS LOT - 9, LOT - 3 SERVERS,		DEC	
	1 - RICOH COPY MACHINE, LOT - 1 BOX		FT 3313	
	OF KEYBOARDS, LOT - 3 COMPUTERS,		MICRON	4312
	1-NEC COMPUTER, 1-CRC COMPUTER,			
	1-LOT MISC.COMPUTER PARTS,CORDS			
	AND CABLES, 1 - 21" COMP. MONITOR,		CONPAQ	
	1 - ELECTROHOME SWITCH & CABLE,			
	1 - TELEPHONE, 2 - TYPEWRITERS,		IBM	
	1-POWIS PARKER FASTBACK BINDER.			
31	MILLENNIA COMPUTERS LOT - 8,	B-15	MICRON	7115, 7112, 4469, 7118, 7119,
				7111, 7108, 7114
	DATA PROJECTORS XG-E1100U LOT-4,		SHARP	7163, 7129, 4707, 7136
	COMPUTER MONITORS LOT - 24,		MICRON	
	KEYBOARDS & COMP. MICE LOT - 10,		MICRON	
	MISC. COMPUTER MONITORS LOT - 5,			
	LOT - 1 MACINTOSH COMPUTER.		7300/200	7083
32	LOT-72 MISC. COMPUTERS/MONITORS.	B-16		
33	1-AST MONITOR, LOT-3 TYPEWRITERS,	B-17	IBM	
	1-BOX KEYBOARDS, 1-BROTHER FAX.		980M	
34	LOT - 12 MISC. COMPUTER MONITORS.	B-17		
35	LOT - 33 MISC. COMPUTER MONITORS.	B-18		
36	1 - RICOH COPY MACHINE, 1 - ACER	A-9		3730
	CPU, 1-APPLE LASERWRITER PRINTER		16 / 600PS	7207
	1 - HP SCANJET PRINTER, 1 - IDS CPU,		4C	
	1- CANNON PRINTER, 1 - AMD CPU,		BJC-240	

#	DESCRIPTION	LOCATION	MODEL	INVENTORY #
	1 - MAC 11S1 AND ACCESORY KIT,			
	1 - MICRON MILLENNIA COMPUTER,			4429
	LOT - 6 MICRON COMPUTERS, LOT - 3			3014, 3162
	CRL PROCESSORS, 1 - FAX MACHINE,		HP - 900	
	1 - APPLE COMPUTER, 1 - IBM CPU,		6500 - 250	
	1 - CT CPU, 1 - DELL COMPUTER,			
	LOT-2 APPLE PRINTERS,MISC.CABLES,			2532
	LOT-1 GENERATOR AND RECEIVER,		MC MARTIN	
	LOT-2 MOSELEY STEREO GENERATOR			
	1-AURAL TRANSMITTER,1-DISC PLAYER		TASCAM	
	1-YAMAHA TURNTABLE, 2-SPEAKERS,		PF - 50	
	1 - FAX MACHINE,LOT - 4 KEYBOARDS,		HP - 900	
	LOT - 1 NELLCOR OXIMETER.			1297
37	1 - BELL & HOWEL PROJECTOR, 1 - HP	A-9		
	CPU,1-APPLE LASERWRITER PRINTER,			
	LOT - 1 RICOH COPY MACHINE,		FT 2260	2530
	1 - XEROX MICROFILM READER,			
	LOT - 3 COMPUTERS,1- LASERWRITER,		APPLE	2499, 3321
	1 - APPLE COLORONE SCANNER,			
	LOT-8 MISC. MONITORS, MISC.CABLES,			
	LOT-3 KEYBOARDS, LOT-4 SPEAKERS,			
	LOT-2 SONY MONITORS.			
38	LOT-3 SERVERS 1 # TF857 & 2 # R400X,	A-8	DIGITAL	
	LOT - 1 SHARP COPY MACHINE, LOT-1		AR - 160	3194
	APPLE COMPUTER "STUDIO DISPLAY".			
39	1 - EPSON STYLUS PRINTER, LOT - 3	A-10	600	
	MISC. MONITORS, LOT-4 MISC. CABLES			
	AND KEYBOARDS, 1 - HP SCANNER,		C 7710A	
	LOT - 5 MISC. SPEAKERS, CABLES &			
	KEYBOARDS, LOT -4 MISC. PRINTERS.			
40	LOT - 7 MISC. COMPUTER MONITORS,	A-14		
	1 - MACINTOSH COMPUTER, 1 - I.B.M.			7545
	TYPERWRITER, 2 - DIGITAL PRINTERS,		LA 30N	
	1 - REALISTIC RECEIVER, 1 - EPSON		STA - 130	
	PRINTER, 1 - HP FAX , 1 TOPTEK CPU.		FX-870	
41	LOT -2 HP LASERJET III PRINTERS,	A-14		2153, 0827
	1 - DRAKE RECEIVER, 1 - TIME CARD		SPR-4	
	CLOCK, 1 - MICRON COMPUTER,			4518
	1-CENTURY 21 TESTER, LOT - 14 MISC.			
	MONITORS, 1-PIONEER LASER DISC,		LD - V4400	1284
	2-DIGITAL PRINTERS, 1-VICTOR ADDING		LN08-A2	
	MACHINE, 1-METAL DESK BRACE.			
42	LOT - 5 MISC. MONITORS, LOT - 3 MISC.	A-15		
	CABLES & KEYBOARDS, 1 - APPLE			
	COMPUTER.		7200 / 120	
43	LOT - 6 MISC. MONITORS, LOT - 2 MISC.			
	CABLES & KEYBOARDS, 1 - BROTHER		AX 680	
	FAX MACHINE,1-HP DESKJET PRINTER,		870 CXI	
	1-HP SCANJET SCANNER,2-SONY TAPE		4C	
	RECORDERS, 1 - MICROCASSETTE.		LANIER	

#	DESCRIPTION	LOCATION	MODEL	INVENTORY #
44	1 - FOOD FRYER, 1 - PIZZA WARMER,	O-2		1931
	1-REFRIGERATION RECALAIM SYSTEM,		MURRAY	
	1 - INDUSTRIAL WACHING MACHINE,		HUEBSCH	652
	1 - METAL CABINET, 1 - PAPER BIN,			
	1 - FOOD HOLDING STORAGE MODULE,		METRO	1924
	2 - INDUSTRIAL AIR COMPRESSORS,			
	1 - AUTOMOTIVE ENGINE ANALYZER,		SUN	252
	1 - KODAK IMAGE MAKER IMM 800,			
	1 - FUEL INJECTOR SERVICE CENTER,		EFI	296
	2 - SPECTRA PHYSICS LASERS,		125	4831, 7515
	1 - SYSTEM CO2 SURGICAL LASER,		450	4856
	1 - MODEL 52 ION LASER COHERENT,			4950
	1 - RICOH COPIER, 1 - TOSHIBA COPIER,			1708, 4529
	LOT - 2 CANNON PC PRINTERS,		70	0049, 0050
	1 - INDUSTRIAL PRINTING PRESS.			190
	1 - RICOH COPIER, 1 - WOOD TABLE,		FT 550	366
	1 - BEAR AUTOMOTIVE ANALYZER,		40-900B	266
	1 - ROBINAIR RECOVERY STATION,			
	3 -CABINETS, 1 - COMPUTER CONTROL,		EMCO	299
	1 - SUN AUTO EXHAUST ANALYZER,		PTS - 16	
	1 - ALEMITE WHEEL BALANCER.		7064A	
45	LOT - 10 WOODEN OFFICE DESKS,	O-3		
	LOT - 6 METAL OFFICE FILE CABINETS,			
	LOT -2 METAL OFFICE DESKS, 1-METAL STORAGE CABINET.			
46	LOT - 2 SCULLY AV TAPE SYSTEMS,	O-4		0165, 0173
	1 - AUTOMOTIVE VACUUM & CLEANER,		PULLMAN	
	LOT - 9 ROLLING AV STANDS, LOT - 4 ELECTRIC TYPEWRITERS, 1 - TESTER;		IBM	
	1 - PANASONIC TYPEWRITER, 1 - BEAR AUTO BATTERY CHARGER, 1 - EMCO			
	PARTS METAL THREADING MACHINE,		F1 - CNC	298
	1-AUTOMOTIVE REFRIGERANT TESTER		SAK - 474	235
	1-MURRAY AUTO RECLAIM/CHARGER.		ATC - 1000	251
47	LOT - 13 METAL FILE CABINETS, LOT - 8 WOOD DESKS, LOT-11 METAL DESKS, LOT - 2 WOOD SHELVES, LOT-2 HUTCH, LOT-2 WOOD TABLES, 2-LETTER FILES,	O-5		
	1 - METAL CORNER DESK, 1 - METAL CABINET, 1-WOOD DESK, 1-TOASTER			2732
	OVEN, 1-GE MICROWAVE, 2-SPEAKERS			2452
	1 - SONY TV, 1 - HITACHI CT-901 TV.			4948
48	1 - STARTRAC EXERCISE TREADMILL,	O-6		699
	1 - ABDOMINAL EXERCISE MACHINE,			
	1 - LOT OF 8 BARBELLS & WEIGHTS,			
	1 - WEIGHT BENCH, 2 - STAIRMASTERS,			
	1 - STATIONARY BIKE, 1 - EXERCISE ROWING MACHINE, 1-SQUAT MACHINE,		ART 26B	4378
	2 - TECTRIX CYCLE MACHINES, 1-CALF MACHINE-PANATTA SPORT, 4-MONARK		VR-BIKE ART 158	

#	DESCRIPTION	LOCATION	MODEL	INVENTORY #
	STATIONARY BIKES, 1 - STAIRMASTER EXERCISE MACHINE.		817E 400O-PT	
49	LOT - 182 ASSORTED COMPUTERS,	O-18 / O-20		1790, 1782, 2084, 1745, 1791, 2215, 2197, 2207, 0715, 2209, 2210, 2430, 2208, 2202, 1007, 2429, 1435, 2205, 2206, 2204, 2203, 2212, 2211, 3154, 2203, 2213, 2216, 2214, 2331, 3181, 1357, 2418, 0630, 2738, 1998, 1378, 1847, 1829, 1836, 1857, 1845, 1872, 1846, 1848, 1861, 1837, 0143, 1012, 1056, 0720, 1057, 1058, 1274, 3299, 2068, 2073, 2307, 1369, 3284, 2320, 1009, 3283, 3281, 0634, 1544, 1674, 2424, 2063, 1413, 3667, 0943, 0650, 0754, 0380, 0942, 3174, 3016, 1525, 2361, 7530, 3228, 2360, 2391, 3137, 3200, 0171, 0172, 0170, 1547, 2356, 0148, 2513, 0181, 3133, 1370, 1703, 2626, 0628, 1415, 0197, 2446, 1474, 3669, 1271, 1018, 2579, 3166, 2375, 2735, 2067, 2317, 2303, 1419, 1367, 1896, 2060, 1673, 1679, 1726, 1296, 1087, 1085, 1106, 1100, 1109, 1089, 1088, 1095, 1555, 1105, 1097, 1094, 1086, 1083, 1093. 5849, 1440
	1 - OVERHEAD PROJECTOR, 1 - PANEL, LOT - 147 MISC. COMPUTER MONITORS, LOT - 1 MISC. CABLES & KEYBOARDS, LOT - 4 PANASONIC MON. CAMERAS, LOT - 3 SCANNERS, 1 - PA SYSTEM, LOT - 6 MISC. DOCUMENT PRINTERS, LOT-1 APPLE LASERWRITER PRINTER, LOT - 2 COMPUTER STANDS, LOT - 2 OF MISC. COMPUTER WIRES & MONITORS.		CCTV	1439 3155, 2585 2060
50	1991 FORD CAPRICE.	PKG. LOT	SEDAN	3981
51	1 - VARITYPER 7000, 2-IMAGESETTERS, 1 - VASTECH DT-14, 1-ASCOR PRINTER, 1 - APPLE LASERWRITER II PRINTER, 1 - TEKTRONIX PHASER PRINTER, LOT - 5 METAL PUBLICATION STANDS, 1 - O & M THREE HOLE DRILL PUNCH, LOT - 2 BOXES OF MISC. VIDEO TAPES, LOT - 2 MAC CPU AND MONITORS, 1-OLIX INTEGRATOR, 2-STAGE LIGHTS, 1-SONY VIDEO CAMERA, 1-CLAY FORM WHEEL, LOT - 2 OF MISC. MONITORS,	O - 4	BERKEY 550 A1 - 950X ENV-9000	2569, 1222 1217 1224 607 912 4812, 3000, 2933, 2880

#	DESCRIPTION	LOCATION	MODEL	INVENTORY #
	COMPUTERS & PRINTERS, 1 - TV/VCR			
	PANASONIC, 1 - SONY VIEW FINDER,		PV - C1321	
	1 - SONY CAMERA CONTROL UNIT,		CCU - 1820	
	1 - PIONEER LASERVISIN PLAYER,		LD-V4200	
	1 - IBM ELECTRIC TYPEWRITER,		6783	
	LOT - 5 MISC. COMPUTER MONITORS,			
	1 - PANASONIC PRINTER, 1-SARTORIUS		KX-P1124	
	BALANCER, 1 - CANNON PC PRINTER,		80	
	1 - SPENCER KNIFE SHARPENER,			
	1 - FISHER TISSUEMATON TIMER,			
	1 - OPTICAL CUTTER, 1 - COLORHEAD			
	CAMERA, 1-UNIVERSAL MICROSCOPE,		PRADO	
	1 - INTERNATIONAL CENTERFUGE,		CS	
	1 - DRY PARTS CLEANING MACHINE,		6523	
	1 - AQUA KOOL RECIRCULATOR,		PELCO	1586
	1-HP FAX MACHINE, 1-COOPER ARGON		950	222
	LASER, 1 - RADIATION ION LASER.		CR-2	
52	LOT - 7 MISC. REFRIGERATORS, LOT-2	O-9 / O-11		
	WASHING MACHINES, LOT - 1 DRYER,		G.E.	
	1-DRAFTING TABLE, 1-ELECTRIC CART,		BEVCO	
	1 - ELECTRIC CART & SMALL TRAILER,			135
	1 - ELECTRIC DELIVERY CART, LOT - 1			
	FAX MACHINE, 1 - COPY MACHINE,		FT - 3713	3140
	LOT - 1 WOOD / METAL WORK TABLE,			
	1-PITNEY BOWES POSTAGE MACHINE.			3727
53	"LOST & FOUND" ITEMS LOT-42 BOXES	A-4 / A-5		
	OF MISC. CLOTHING, BOOKS, KEYS,			
	EYE GLASSES, JEWELRY, WATCHES,			
	CELL PHONES, CALCULATORS, CD'S,			
	WALLETS,2-SKATEBOARDS,GOGGLES,			
	UMBRELLA,3-STROLLERS,1-CAR SEAT.			
54	LOT - 1 OF 22 MICRON COMPUTERS,	B-15		3360, 3370, 3298, 3347, 3367,
				3354, 3355, 3356, 3361, 3348,
				3349, 3392, 3345, 3350, 3368,
				3363, 3401, 3398, 3386, 2295,
				3502
	3-MISC. COMPUTER MONITORS, 1-BOX	B-15		
	OF MISC. COMPUTER CABLES, KEY-			
	BOARDS AND MANUALS,1-MITSUBISHI			
	LAPTOP COMPUTER & CARRYCASE.			
55	2 - TOSHIBA 27" TELEVISIONS, 3 - RCA	A-3	CF 2668B	
	TELEVISIONS, 1 - THOMSON 27" TV,		27GT620	
	1 - SYLVANIA 19" TELEVISION.			
56	1 - PRINTRONIX PRINTER, 1 - COLLINS	WH-1		3451
	MODULAR LUNG ANALYSER,1-QUINTON			
	MEDICAL ANALYSER.		Q-PLEX 1	
57	LOT - 10 MISC. COMPUTER MONITORS,	A-8		
	3-APPLE MACINTOSH IISI COMPUTERS,			124, 125
	1 - APPLE LASERWRITER PRINTER,			123
	1-DIGITAL PRINTER,1-PANASONIC VHS,		"DEC" 3200	

#	DESCRIPTION	LOCATION	MODEL	INVENTORY #
	1-WOLLENSAK CASSETTE RECORDER,		3M 2851	
	2-"DIGITAL" PRINTERS, 1-HITACHI VHS,		LA75-A2	
	1 - SHERWOOD AUDIO RECEIVER,		RA-1140	
	1 - PANASONIC PRINTER.		KX-P4410	585
58	2 - VAX COMPUTER SYSTEMS,	A-11		3851, 3852
	1 - RAID ARRAY STORAGE UNIT.		450	
59	1 - LEITZ REPROUIT COPY STAND,	A-16	11:00 AM	335
	1 - HP LASERJET PRINTER, LOT - 12 OF			3436
	HICKOK FREQUENCY GENERATORS.			
60	LOT - 1 OF 21 COMPUTER MONITORS.	B-5		
61	1 - YAMAHA PIANO, LOT - 1 OF MISC.	B-3		
	OFFICE SUPPLIES, LOT - 2 OF RCA 27"			
	TELEVISIONS, 3 - IBM TYPEWRITERS,			
	1 - PANASONIC TYPEWRITER.			1279
62	5 - Monitors	TAS Bldg.		
	5 - Computers			1,223,120,411,969,610,000
	2 - Image setters			
	1 - Scanner			
	1 - Press			1209
	1 - Exposure System			SN# 2NT098-016

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b>	<b>17</b>
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b>	<b>10/26/04</b>
<b>SUBJECT: SOCCCD: PURCHASE OF 60 COMPUTERS</b>			
<b>REASON FOR BOARD CONSIDERATION: APPROVAL</b>			

**BACKGROUND**

At its August 2004 meeting, the Board of Trustees approved use of basic aid funds for technology projects at both of the Colleges and the District. One of the District projects was the acquisition of desktop computers for District Services for use in the new Health Sciences building.

**STATUS**

District IT staff has determined that the District has a need for sixty (60) desktop computers (excluding monitors). They have further concluded that the best source for purchase of these computers is MPC-GLLC of Nampa, Idaho. The District is eligible to purchase from the State of California Multiple Award Schedule (CMAS) 3-97-70-0350A, which is effective May 28, 2003 – May 31, 2008. The purchase price for the sixty (60) computers is Eighty-eight Thousand Four Hundred Forty-one and 20/100 Dollars (\$88,441.20) including tax (EXHIBIT A). Funds are available from basic aid.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees declare to be in the best interest of the District to purchase of sixty (60) desktop computers (excluding monitors) from MPC-GLLC, of Nampa, Idaho through the CMAS Contract 3-97-70-0350A for Eighty-eight Thousand Four Hundred Forty-one and 20/100 Dollars (\$88,441.20) including tax.

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





Quote Memo

PURCHASE OF 60 COMPUTERS

EXHIBIT A
Page 1 of 2

MPC, LLC
906 E. Karcher Rd.
Nampa, ID 83687
FAX: 208-893-7240
Phone: 800-245-2449

Remit Payment To:
MPC-G, LLC
P.O. Box 94170
CHICAGO, IL 60696-4170
Include Ref. No. 9323889 on check or P.O.

Date: 10/06/2004
Reference No: 9323889
Phone: x 33813

Cust#: 1047200
Bill To: SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT
SADDLEBACK COLLEGE/SHANNON SEIFERT
28000 MARGUERITE PARKWAY
MISSION VIEJO, CA 92692
US

Cust#: 1047200
Ship To: SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT
SADDLEBACK COLLEGE/SHANNON SEIFERT
28000 MARGUERITE PARKWAY
MISSION VIEJO, CA 92692
US

Contract : CALIFORNIA MULT AWARD (CMAS) 3-97-70-0350A

Table with 4 columns: Date, Salesperson, PO/ACT#, Ship Via. Row 1: 17-SEP-2004, NAN WESTENHAVER, /, FEDEX LTL Standard

Main item list table with columns: Ordered Quantity, Item Number, Description, Unit Price, Net Price. Includes items like CLT910 Configuration, CPU002488-00 Processor, etc.

Ordered Quantity	Item Number	Description	Unit Price	Net Price
	60 - LAA001598-00	Asset Labels None		
	60 - SVC002466-00	Warranty/Services		
60	MMP001134-00	Speaker		

Customer selects no Asset Tag  
DT 1st-3rd Yr Parts, Tech Support & On-site (MPC)  
Customer does not select Premium Speaker

EXHIBIT A  
Page 2 of 2

FOB Status	Destination
Sale Amount	82,080.00
Shipping/Handling	0.00
Total Sales Tax	6,361.20
<b>Total</b>	<b>88,441.20</b>

\_\_\_\_\_  
Name Title (if applicable)

IF TAX EXEMPT, CERTIFICATE MUST BE PROVIDED AT TIME OF PURCHASE. MPC Computers, LLC cannot be responsible for omissions and/or errors in typography. Estimated ship date is based upon approved credit. MPC's money-back policy does not include original or return shipping and handling charges (if applicable), applies only to Products purchased directly from MPC, and begins from date of shipment. All returns require prior authorization by MPC and are subject to a 15% restocking fee. By signing this agreement, you agree to purchase the Products listed above. You further understand and agree that this purchase will be controlled by MPC's Terms and Conditions of Sale document, and that the MPC Products will be covered by their applicable MPC Limited Warranties. Finally, by signing this agreement you confirm that you have the authority to bind yourself or (if applicable) your company or purchasing entity to these terms and conditions.

LEASE QUOTE FOUND BELOW IS AN EXAMPLE OF POTENTIAL PAYMENTS FOR CUSTOMERS INTERESTED IN LEASING OR THOSE CUSTOMERS PRE-APPROVED. ACTUAL LEASE TERMS ARE BETWEEN CUSTOMER AND A THIRD PARTY AND ARE OFFERED ONLY TO QUALIFIED CUSTOMERS, SUBJECT TO CREDIT APPROVAL. SIGNIFICANT OTHER TERMS AND RESTRICTIONS APPLY. ALL TERMS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

UNLESS OTHERWISE SPECIFIED HEREIN AND EXPRESSLY AGREED TO BY MPC COMPUTERS, LLC, PAYMENT TERMS ARE NET 30. SUBJECT TO CREDIT APPROVAL. IF YOU ARE NOT APPROVED FOR LEASING OR NET 30 TERMS, PRE-PAYMENT WILL BE REQUIRED.

36 MONTH FMV BUSINESS LEASE \$2,516.57
PAYMENT DOES NOT INCLUDE APPLICABLE TAXES

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b>	<b>18</b>
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b>	<b>10/26/04</b>
<b>SUBJECT:</b>	<b>SOCCCD: HEALTH SCIENCES BUILDING: APPROVAL OF CHANGE ORDER REQUESTS</b>		
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>		

**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 total combined amount of Eleven Million Eight Hundred Sixteen Thousand Eight Hundred Seventy-five and No/100 Dollars (\$11,816,875.00). Previously approved change orders increased that amount by One Hundred Fifty-seven Thousand Five Hundred Eighty-nine and No/100 Dollars (\$157,589.00) for a revised total contract amount of Eleven Million Nine Hundred Seventy-four Thousand Four Hundred Sixty-four and No/100 Dollars (\$11,974,464.00).

**STATUS**

EXHIBIT A describes required modifications contained in Change Order Requests (COR) numbers 53, 61, 62, 63, 64, 65, 66, 67, and 68. Approval of these COR's will result in a decrease of Seventeen Thousand Four Hundred Fifty-five and No/100 Dollars (\$17,455.00) in the total project cost and the individual trade contracts will be impacted as shown on EXHIBIT B. Funds are available in the project's contingency account.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve COR's Nos. 53, 61, 62, 63, 64, 65, 66, 67, and 68, 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 a decrease of Seventeen Thousand Four Hundred Fifty-five and No/100 Dollars (\$17,455.00) in the total project cost.

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

**HEALTH SCIENCES/ DISTRICT OFFICES BUILDING  
AT SADDLEBACK COLLEGE**

EXHIBIT A

**October 26, 2004**

53	10/7/2004	Additional window shades at 2nd and 3rd floors.	District	PP		\$27,815.00
61	9/14/2004	Furnish and install additional granite tread for main lobby stair at upper landing.	Architect	PP	0	\$643.00
62	9/21/2004	Change millwork laminate finish to Beech instead of Anigre	District	CP	0	-\$91,250.00
63	10/8/2004	Relocate elevator emergency drain/ manhole.	Architect	PP	0	\$403.00
64	10/7/2004	Relocate existing site lighting conduits to allow for grading of new sidewalks	District	PP	0	\$3,177.00
65	10/13/2004	Hot tap and flush existing unused chilled water lines. Change existing mislabeled chilled water lines connections.	District	PP	0	\$10,119.00
66	10/13/2004	To adjust to existing conditions between new building and TAS building, provide retaining wall, raise electrical vault, and realign sidewalk.	District	PP	0	\$17,349.00
67	10/7/2004	Add concrete sidewalk from plaza in front of auditorium to parking lot 13.	District	PP	0	\$9,827.00
68	10/13/2004	Add site lights at sidewalk from plaza to parking lot 13.	District	PP	0	\$4,462.00
<b>TOTAL THESE CHANGE ORDER REQUESTS</b>					<b>0</b>	<b>-\$17,455.00</b>

ATP = Authorized to Proceed  
NCP = No Change in Price  
PP = Price Proposal  
CP = Credit Proposal  
T M = Time and Material

HEALTH SCIENCES/ DISTRICT OFFICES BUILDING  
 AT SADDLEBACK COLLEGE  
 CHANGE ORDER REQUEST APPROVAL  
 October 26, 2004

Pack.	Bid Package Description	Contract Amount	Previously Apprd COR	COR #53	COR #61	COR #62	COR #63	COR #64	COR #65	COR #66
A	Earthwork / Site Clearing/ Demolition	\$231,700	\$23,000							
B	Electrical / Telephone Relocation	\$193,700	\$11,928							
C	Cast in Place Concrete Piles	\$345,000								
D	Asphalt Paving	\$39,620								
E	Landscape/ Irrigation	\$179,900	\$4,117							
F	Structural Concrete/ Site Concrete/	\$1,190,000	-\$1,286							\$14
G	Masonry /CMU	\$218,880	-\$2,679							
H	Structural Steel / Misc Steel / Steel	\$1,599,200	\$8,988							
J	Interior Architectural Woodwork	\$410,310	-\$222			-\$91,250				
K	Roofing / Waterproofing	\$141,690								
L	Sheet Metal / Expansion Joints &	\$67,071								
M	Glass and Glazing	\$500,000	\$2,522							
N	Clay Tile Wall Cladding System	\$387,650	-\$86,600							
O	Framing / Plaster / Drywall / Insulation /	\$1,521,843	\$43,933							
P	Ceramic Tile	\$126,300	\$12,049		\$643					
Q	Acoustical Ceilings / Window Shades	\$192,665	\$2,019	\$27,815						
S	Resilient Flooring and Carpeting	\$162,769	-\$175							
T	Painting	\$135,730	-\$14,554							
U	Track/ Marker/ Chalk Boards	\$46,515	-\$8,974							
W	Toilet Partitions / Toilet Accessories	\$33,479	\$6,253							
Y	Operable Partitions	\$58,163								
Z	Elevator	\$98,425								
AA	Fire Sprinklers	\$129,372	-\$14,372							
BB	Plumbing / Site Utilities	\$376,280	\$15,707				\$403			
CC	Heating, Ventilation and Air	\$1,292,400	\$5,962						\$10,119	
DD	Electrical / Fire Alarm / Low Voltage	\$1,844,500	\$119,853					\$3,177		\$3
EE	Audio Visual Installation & Equipment	\$293,713	\$15,125							
	B & D Granite		\$14,995							
		\$11,816,875	\$11,974,464	\$27,815	\$643	-\$91,250	\$403	\$3,177	\$10,119	\$17

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

AGENDA ITEM

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b>	<b>19</b>
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b>	<b>10/26/04</b>
<b>SUBJECT: SOCCCD: BUSINESS PROCESS REVIEW CONSULTANT – FISCAL AND HUMAN RESOURCES SYSTEMS</b>			
<b>REASON FOR BOARD CONSIDERATION:</b>		<b>APPROVAL</b>	

BACKGROUND

The District has a continuing effort to improve its business processes. We have had a very successful experience in making process improvements through a number of initiatives in the Fiscal and Human Resources functional areas.

STATUS

Consulting services are needed to continue new process review projects. It will be necessary to map existing processes, interview users of the new system regarding requirements, assist in the evaluation of software alternatives, and conduct gap analyses. The District has previously worked successfully with the Strata Information Group on this type of project. District staff recommends the creation of a new consultant agreement with Strata Information Group (Exhibit A) at a cost not to exceed \$30,000 (Thirty Thousand Dollars). This consultant has experience in working with business and student systems in higher education. Funds for these services are available in the District's general expenditure budget.

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 business process review consulting services at a cost not to exceed \$30,000.

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

**INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT**

**EXHIBIT A**

This Agreement is made and entered into this 27 day of October, 2004 between:

**South Orange County Community College District**  
**28000 Marguerite Parkway**  
**Mission Viejo, California 92692-3635**  
**Telephone (949) 582-4664**  
**Requisition # RB05-00706**

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 10-27-04 to 10-31-05, 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 the Fiscal and HR functional requirements,  
map existing processes, interview users of the new system regarding requirements,  
assist in the evaluation of software alternatives, and conduct gap analyses.
3. The DISTRICT shall pay the CONSULTANT \$150.00 an hour, not to exceed \$30,000.00 for services specified above, plus DISTRICT shall reimburse the following expenses (travel expenses) not to exceed \$30000.00 in accordance with the South Orange County Community College District guidelines. The total contract amount is \$30,000
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.
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: Henry A. Eimstad, Partner

College Contact Person: **Allan MacDougall**

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b>	<b>20</b>
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b>	<b>10/26/04</b>
<b>SUBJECT:</b>	<b>SOCCCD: HIRE CONSULTANT FOR PRIVATE INVESTIGATION SERVICES</b>		
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>		

**BACKGROUND**

The District has a need for specialized private investigation services for employment matters and school law matters.

**STATUS**

Karen T. Meyers is an attorney who is qualified as an investigator and specializes in harassment and discrimination investigations. The agreement has been reviewed by legal counsel.

**RECOMMENDATIONS**

The Chancellor recommends the Board of Trustees approve the agreement (EXHIBIT A) with Karen T. Meyers.

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



## AGREEMENT FOR PROFESSIONAL AND INVESTIGATIVE SERVICES

This Agreement is entered into by and between Karen T. Meyers (hereinafter referred to as "Meyers") will provide services to the South Orange County Community College District (hereinafter referred to as "District") on the terms set forth below.

1. **Conditions.** This Agreement will not take effect, and Meyers will have no obligation to provide services, until Meyers has received a signed copy of this Agreement from District.
2. **Scope of Services.** District hires Meyers to conduct a fact-finding investigation of alleged harassment and discrimination, and to write a report containing such findings. As an independent contractor, Meyers has the right to determine the means, manner and findings related to this investigation. Specific provisions governing this retention are set forth in Attachment 1. Services in any matter not described herein will require a separate Agreement.
3. **District's Duties.** District agrees to be truthful with Meyers, to cooperate, to keep Meyers informed of any information or developments that may come to District's attention regarding the investigation, to abide by this agreement, and to pay Meyers's bills on time.
4. **Confidentiality.** Both parties to this Agreement agree to maintain confidentiality regarding the investigation to the extent permitted by law.
5. **Fees.** District agrees to pay by the hour at the rate of One Hundred and Seventy-Five Dollars (\$175.00) per hour. The time charged will include, for example, time spent interviewing witnesses, writing the report of findings, and performing any necessary research. The time charged also will include the time Meyers spends on telephone calls relating to District's matter, including calls with District, witnesses, potential witnesses, opposing counsel or court personnel. Meyers will charge for waiting time and for travel time, both local and out of town. Time is charged in minimum units of one quarter (.25) of an hour. In the event Meyers is required to testify at any administrative or legal proceeding, the rate shall be One Hundred and Seventy-Five Dollars (\$175.00) per hour.
6. **Costs and Other Charges.** Meyers may incur various costs and expenses in performing services under this Agreement. District agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, and travel costs such as

mileage reimbursement and parking. All costs and expenses will be charged at Meyers's cost.

7. **Electronic communications.** District authorizes Meyers to use e-mail and other computer transmission in communicating back and forth with District.
8. **Billing Statements.** Meyers will send District periodic statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.
9. **Discharge and Withdrawal.** District may discharge Meyers at any time. Meyers may withdraw with District's consent upon three days' notice, or for good cause. Good cause includes, for example, District's breach of this agreement, refusal to cooperate, conflict of interest, or any fact or circumstance that would render Meyers's continuing representation unlawful or unethical. When Meyers's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Meyers will, upon District's request, deliver District's file, and property in Meyers's possession, whether or not District has paid for all services.
10. **Disclaimer of Guarantee and Estimates.** Nothing in this Agreement and nothing in Meyers's statements to District will be construed as a promise or guarantee about the outcome of the matter. Meyers makes no such promises or guarantees. Meyers's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Meyers shall not be a guarantee. Actual fees may vary from estimates given.
11. **Entire Agreement.** This Agreement contains the entire Agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
12. **Severability in Event of Partial Invalidity.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
13. **Modification by Subsequent Agreement.** This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them.
14. **Authority to Contract.** The undersigned has full authority to contract for this matter on behalf of District and Meyers has relied on that representation in entering into this Agreement.

15. **Effective Date.** This Agreement will govern all services performed by Meyers on behalf of District commencing with the date Meyers first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, District will be obligated to pay Meyers the reasonable value of any services Meyers may have performed for District.

**THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE MEYERS FIRST PROVIDED SERVICES.**

\_\_\_\_\_  
Signature of Authorized Representative of District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative (Printed)

\_\_\_\_\_  
Karen T. Meyers  
18401 Von Karman Avenue, Suite 430  
Irvine, CA 92612

\_\_\_\_\_  
Date

Attachment 1

District is retaining Meyers to investigate allegations of harassment and discrimination made by a student(s) and employee(s). As a neutral fact-finder, Meyers will not provide legal advice to District. District will need to independently determine how to manage the educational environment while the investigation is pending, as well as how to respond to the findings. District is advised that communications between District and Meyers **might not be protected by the attorney-client privilege**. Meyers makes no representation concerning whether District will be legally permitted to maintain confidentiality of Meyers's notes, correspondence, work product, preliminary and final reports, and the like.

District is advised to contact its counsel to discuss any questions it might have concerning employment actions that may need to be taken in response to the investigation findings, and to review whether its policies and training practices are adequate. District also should contact its liability insurer to discuss coverage with regard to the allegations being investigated.

District is retaining Meyers to make findings of fact, not conclusions of law. If District is uncertain as to the legal significance of the factual findings contained in the report issued by Meyers, District should contact its counsel for advice.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO:	BOARD OF TRUSTEES	ITEM:	21
FROM:	CHANCELLOR	DATE:	10/26/04
SUBJECT:	SOCCCD: CLAIM AGAINST THE DISTRICT: JESSICA CHA		
REASON FOR BOARD CONSIDERATION:	APPROVAL		

BACKGROUND

Ms. Jessica Cha claims that her vehicle was damaged when debris in the freeway struck her automobile while enroute to Irvine Valley College for a meeting.

STATUS

On October 6, 2004, Ms. Cha filed a claim against South Orange County Community College District for damages.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees reject the claim of Ms. Jessica Cha dated October 6, 2004 and refer it to the District's insurance administrator for processing.

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**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b>	<b>22</b>
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b>	<b>10/26/04</b>
<b>SUBJECT:</b>	<b>SOCCCD: TRANSFER OF BUDGET APPROPRIATIONS</b>		
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>		

**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.

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

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South Orange County Community College District

Transfer of Budget Appropriations

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<b>Journal Number</b>	<b>Account</b>	<b>Description</b>	<b>F</b>
BT05-00095	01-1414-2-021-1-026-000-6460	HR NCLSRM FAC SUM: Student Financial Aid Admin	
	01-2383-2-021-1-026-000-6460	HR SHORTERM SAL: Student Financial Aid Admin	
BT05-00096	01-2346-2-030-1-051-096-6320	NON-INSTR CL SUB: Matriculation & Student Assessment	
	01-2383-2-030-1-051-096-6320	HR SHORTERM SAL: Matriculation & Student Assessment	
	01-1413-2-030-1-051-096-6320	HR NCLSRM FAC PT: Matriculation & Student Assessment	
BT05-00098	01-2141-2-031-1-051-000-6320	RG CLERIC SAL: Matriculation & Student Assessment	
	01-3320-2-031-1-051-000-6320	OASDI NINST CLSSF: Matriculation & Student Assessment	
	01-3220-2-031-1-051-000-6320	PERS NON-INSTR STAFF: Matriculation & Student Assessment	
BT05-00099	01-1413-2-031-1-051-000-6320	HR NCLSRM FAC PT: Matriculation & Student Assessment	
	01-3120-2-031-1-051-000-6320	STRS NON-INSTR STAFF: Matriculation & Student Assessment	
BT05-00100	01-6411-2-021-1-026-000-6460	NEW EQUIP TECHNOLOGY: Student Financial Aid Admin	
	01-5270-2-021-1-026-000-6460	CONFERENCE: Student Financial Aid Admin	
	01-1413-2-021-1-026-000-6460	HR NCLSRM FAC PT: Student Financial Aid Admin	
	01-4580-2-021-1-026-000-6460	DUPL CHBACKS: Student Financial Aid Admin	
BT05-00100	95-6410-D-M01-1-036-000-6450	NEW EQUIP: ASG OFFICE	
	95-5999-D-M01-1-036-000-6450	BALANCING: ASG OFFICE	

<b>Journal Number</b>	BT05-00101	<b>Account</b>	<b>Description</b>	F
		40-5811-0-487-7-015-000-6780	CONTRACT SERVICES: Management Information Systems	\$
		40-6220-0-487-7-015-000-6780	BLDG (CNTRCT SRV): Management Information Systems	\$

<b>Journal Number</b>	BT05-00104	<b>Account</b>	<b>Description</b>	F
		01-2383-2-021-4-026-083-6460	HR SHORTERM SAL: Student Financial Aid Admin	
		01-6411-2-021-4-026-083-6460	NEW EQUIP TECHNOLOGY: Student Financial Aid Admin	

<b>Journal Number</b>	BT05-00108	<b>Account</b>	<b>Description</b>	F
		01-6410-1-021-4-026-083-6460	NEW EQUIPMENT: Student Financial Aid Admin	
		01-5999-1-021-4-026-083-6460	BALANCING ACCOUNT: Student Financial Aid Admin	

<b>Journal Number</b>	BT05-00114	<b>Account</b>	<b>Description</b>	F
		01-5840-1-021-4-026-083-6460	POSTAGE: Student Financial Aid Admin	
		01-5810-1-021-4-026-083-6460	CONTRACT PRINTING: Student Financial Aid Admin	
		01-6411-1-021-4-026-083-6460	NEW EQUIP TECHNOLOGY: Student Financial Aid Admin	

<b>Journal Number</b>	BT05-00130	<b>Account</b>	<b>Description</b>	F
		01-2141-2-030-1-051-096-6320	RG CLERIC SAL: Matriculation & Student Assessment	
		01-3220-2-030-1-051-096-6320	PERS NON-INSTR STAFF: Matriculation & Student Assessment	
		01-3320-2-030-1-051-096-6320	OASDI NINST CLSSF: Matriculation & Student Assessment	
		01-3360-2-030-1-051-096-6320	MEDIC NINST EMPLOY: Matriculation & Student Assessment	
		01-3420-2-030-1-051-096-6320	BENS NINST CLSSF: Matriculation & Student Assessment	
		01-3520-2-030-1-051-096-6320	UNEMP NINST STAFF: Matriculation & Student Assessment	
		01-3620-2-030-1-051-096-6320	WCOMP NON-INSTRUCTIONAL: Matriculation & Student Assessment	
		01-2151-2-030-1-051-096-6320	RG TECH SAL: Matriculation & Student Assessment	
		01-1413-2-030-1-051-096-6320	HR NCLSRM FAC PT: Matriculation & Student Assessment	
		01-4300-2-030-1-051-096-6320	INSTR SUPPLIES & MATERIALS: Matriculation & Student Assessment	

<b>Journal Number</b>	BT05-00141	<b>Account</b>	<b>Description</b>	F
		01-2346-1-021-4-026-083-6460	NON-INSTR CL SUB: Student Financial Aid Admin	
		01-6411-1-021-4-026-083-6460	NEW EQUIP TECHNOLOGY: Student Financial Aid Admin	



Journal Number	Account	Description
BT05-00147	01-3520-2-021-1-026-000-6460	UNEMP NINST STAFF: Student Financial Aid Admin
	01-5810-2-021-1-026-000-6460	CONTRACT PRINTING: Student Financial Aid Admin
	01-6410-2-021-1-026-000-6460	NEW EQUIPMENT: Student Financial Aid Admin
	01-4580-2-021-1-026-000-6460	DUPL CHBACKS: Student Financial Aid Admin

Journal Number	Account	Description
BT05-00149	01-5830-1-021-4-026-083-6460	ADVERTISING: Student Financial Aid Admin
	01-6410-1-021-4-026-083-6460	NEW EQUIPMENT: Student Financial Aid Admin

Journal Number	Account	Description
BT05-00157	01-1415-1-021-4-026-083-6460	HR NCLSRM FAC STI: Student Financial Aid Admin
	01-6411-1-021-4-026-083-6460	NEW EQUIP TECHNOLOGY: Student Financial Aid Admin
	01-5270-1-021-4-026-083-6460	CONFERENCE: Student Financial Aid Admin

Journal Number	Account	Description
BT05-00171	40-5811-1-471-1-052-061-0799	CONTRACT SERVICES: Other Computer and Information Science
	40-2383-1-471-1-052-061-0799	HR SHORTTERM SAL: Other Computer and Information Science

Journal Number	Account	Description
BT05-00173	40-6410-1-471-4-041-061-6780	NEW EQUIPMENT: Management Information Systems
	40-4300-1-471-4-041-061-6780	INSTR SUPPLIES & MATERIALS: Management Information Systems
	40-6411-1-471-4-041-061-6780	NEW EQUIP TECHNOLOGY: Management Information Systems

TOTAL

\$

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Recommended for Ratification

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

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**Saddleback College**

<b>Journal Number</b>	BT05-00075	BT05-00093	BT05-00120	BT05-00156	BT05-00192
	BT05-00079	BT05-00102	BT05-00124	BT05-00158	BT05-00193
	BT05-00084	BT05-00116	BT05-00128	BT05-00159	BT05-00194
	BT05-00088	BT05-00118	BT05-00139	BT05-00160	BT05-00195
	BT05-00092	BT05-00119	BT05-00142	BT05-00162	BT05-00196

**Irvine Valley College**

<b>Journal Number</b>	BT05-00077	BT05-00105	BT05-00115	BT05-00135	BT05-00197
	BT05-00078	BT05-00106	BT05-00117	BT05-00136	BT05-00198
	BT05-00082	BT05-00110	BT05-00125	BT05-00137	BT05-00199
	BT05-00083	BT05-00111	BT05-00127	BT05-00140	BT05-00200
	BT05-00089	BT05-00112	BT05-00132	BT05-00143	BT05-00201

**District Services**

<b>Journal Number</b>	BT05-00146
	BT05-00164
	BT05-00190
	BT05-00192

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**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b>	<b>23</b>
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b>	<b>10/26/04</b>
<b>SUBJECT:</b>	<b>SOCCCD: BUDGET AMENDMENT: ADOPT RESOLUTION NO. 04-25 TO AMEND 2004-05 RESTRICTED GENERAL AND CAPITAL OUTLAY FUNDS</b>		
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>		

**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:

Board Financial Assistance Program at Irvine Valley College	\$22,254
Instructional Equipment and Library Materials at Irvine Valley College	-\$30,914
Foster and Kinship Care Education Program at Saddleback College	<u>\$69,360</u>
Total Increase to General Fund	<u>\$60,700</u>
Business Technology and Innovation Center at Irvine Valley College	\$310,000
Saddleback College Basic Aid Scheduled Maintenance Match	\$657,000
Irvine Valley College Basic Aid Scheduled Maintenance Match	<u>\$402,000</u>
Total Increase to Capital Outlay Fund	<u>\$1,369,000</u>
Total Budget Amendment	<u>\$1,429,700</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 04-25 to amend the 2004/2005 Adopted Budget as indicated in Exhibits A & B.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
RESTRICTED GENERAL AND CAPITAL OUTLAY FUNDS

**RESOLUTION 04-25**

October 26, 2004

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$ 1,429,700.00 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Title 5 of the California Code of Regulations, Section 58199.5 as follows:

<u>Fund</u>	<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
01	8619	State Revenue	\$22,254
01	8629	State Revenue	-\$30,914
01	8699	State Revenue	\$69,360
40	8651	State Revenue	\$310,000
40	8981	Other Financing Sources	<u>\$1,059,000</u>
			<u>\$1,429,700</u>

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

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

<u>Fund</u>	<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
01	2000	Classified Salaries	\$21,478
01	3000	Fringe Benefits	\$5,185
01	4000	Books and Supplies	\$9,706
01	5000	Other Operating Expenses & Services	\$53,245
01	6000	Capital Outlay	-\$30,914
01	7000	Other Outgo	\$2,000
40	6000	Capital Outlay	<u>\$1,369,000</u>
			<u>\$1,429,700</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
RESTRICTED GENERAL AND CAPITAL OUTLAY FUNDS

**RESOLUTION 04-25**

October 26, 2004

BUDGET AMENDMENT EXPENDITURE DETAIL

**Board Financial Assistance Program at Irvine Valley College**

INCOME

01- 8619- 1-021-4-026-083-6460	Board Financial Assistance Program at Irvine Valley College	<u>22,254</u>
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EXPENDITURE

01- 5830- 1-021-4-026-083-6460	Advertising: Financial Aid	<u>22,254</u>
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**Instructional Equipment and Library Materials at Irvine Valley College**

INCOME

01- 8629- 1-025-4-000-000-0000	Instructional Equipment and Library Materials at Irvine Valley College	<u>-30,914</u>
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EXPENDITURE

01- 6410- 1-025-4-025-000-6720	New Equipment: Fiscal & Budget	<u>-30,914</u>
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**Foster and Kinship Care Education Program at Saddleback College**

INCOME

01- 8699- 1-069-1-058-036-1305	Foster and Kinship Care Education Program at Saddleback College	<u>69,360</u>
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EXPENDITURE

01- 2383- 1-069-1-058-036-1305	Hourly Short-term Staff Salary	21,478
01- 3220- 1-069-1-058-036-1305	PERS Non-Instructional Staff	667
01- 3320- 1-069-1-058-036-1305	OASDI Non-Instructional Staff	2,914
01- 3360- 1-069-1-058-036-1305	MEDICARE Non-Instructional Staff	484
01- 3520- 1-069-1-058-036-1305	UNEMPLOYMENT INS Non-Instructional Staff	297
01- 3620- 1-069-1-058-036-1305	WORKMENS COMP Non-Instructional Staff	823
01- 4200- 1-069-1-058-036-1305	Books/ Magazines & Periodicals	5,000
01- 4510- 1-069-1-058-036-1305	Office Supplies	2,106
01- 4580- 1-069-1-058-036-1305	Duplicating Chargebacks	5,000
01- 4600- 1-069-1-058-036-1305	Non-Instructional Materials & Supplies	-2,400
01- 5153- 1-069-1-058-036-1305	Consultant	16,872
01- 5270- 1-069-1-058-036-1305	Conferences	1,000
01- 5271- 1-069-1-058-036-1305	Community Relations	11,956
01- 5620- 1-069-1-058-036-1305	Rents and Leases	2,300
01- 5650- 1-069-1-058-036-1305	Equipment Repair	250
01- 5891- 1-069-1-058-036-1305	Indirect Charges	-1,387
01- 7600- 1-069-1-058-036-1305	Other Payments to Students	2,000
		<u>69,360</u>

**IVC Business Technology & Innovation Center**

INCOME

40- 8651- 1-484-6-013-000-7100	Business Technology & Innovation Center at IrvineValley College	<u>310,000</u>
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EXPENDITURE

40- 6225- 1-484-7-013-092-7100	Buildings - Engineering Fees	30,000
40- 6226- 1-484-7-013-092-7100	Buildings - Architect Fees	280,000
		<u>310,000</u>

**Saddleback College Basic Aid Scheduled Maintenance Match**

INCOME

40- 8981- 0-000-1-021-000-6510	Basic Aid Scheduled Maintenance Match at Saddleback College	<u>657,000</u>
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EXPENDITURE

40- 6120- 0-000-1-021-000-6510	Site Improvement - Contract Services	454,500
40- 6220- 0-000-1-021-000-6510	Buildings - Contract Services	202,500
		<u>657,000</u>

**Irvine Valley College Basic Aid Scheduled Maintenance Match**

INCOME

40- 8981- 0-000-4-021-080-6510	Basic Aid Scheduled Maintenance Match at Irvine Valley College	<u>402,000</u>
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EXPENDITURE

40- 6220- 0-000-4-021-080-6510	Buildings - Contract Services	<u>402,000</u>
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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
RESTRICTED GENERAL AND CAPITAL OUTLAY FUNDS

**RESOLUTION 04-25**

October 26, 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 October 26, 2004.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of October, 2004.

\_\_\_\_\_  
Raghu P. Mathur, Ed.D.  
Secretary to the Board of Trustees



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM: 24</b>
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE: 10/26/04</b>
<b>SUBJECT:</b>	<b>SOCCCD: PURCHASE ORDERS/CONFIRMING REQUISITIONS</b>	
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>	

**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 01313 through 01615 totaling \$5,795,977.06 are submitted to the Board of Trustees for approval. Confirming requisitions dated 09/11/04 through 10/08/04 totaling \$225,870.79 are also submitted.

**RECOMMENDATION**

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

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

BOARD OF TRUSTEES PURCHASE ORDER LISTING

v4.2

Purchase Order Numbers P05-01313 Through P05-01615

PO #	Vendor Name	Purchase Order Description	Total Cost
P05-01313	PSOMAS	IMPACT/REMEDIATION REPORT	\$6,850.00
P05-01314	D4 SOLUTIONS, INC.	Network Engineering/Consulting Services	\$38,400.00
P05-01315	VENUE SPORTS	Cross country uniforms (fill-ins)	\$497.29
P05-01316	RADIO SHACK	wireless transmitter & microphones	\$409.39
P05-01317	MC KESSON GENERAL MEDICAL	medical supplies	\$62.19
P05-01318	IMAGE PRINTING SOLUTIONS	Receipts & Permits to Register	\$6,561.98
P05-01319	CLINE, ANN STUDIO, INC.	ART SUPPLIES	\$82.40
P05-01320	MARTIN, BOB CO.	SCULPTURE SUPPLIES	\$377.04
P05-01321	MC CAUGHIN, J. F. CO.	JEWELRY SUPPLIES	\$181.58
P05-01322	SEHI PROCOMP COMPUTER PRODUCTS	Printer for Tamara King	\$320.64
P05-01323	TSI	JEWELRY SUPPLIES	\$6,447.38
P05-01324	SEHI PROCOMP COMPUTER PRODUCTS	Cartridge for MSE printer in MS334	\$158.96
P05-01325	SEHI PROCOMP COMPUTER PRODUCTS	Cartridge for WritingLab.LIB110B	\$224.98
* P05-01326	CHEVRON ENERGY SOLUTIONS CO.	CONTRACT IMPLEMENTATION	\$809,659.80
P05-01327	SADDLEBACK GOLF CARS	SUPPLIES FOR ELECTRIC CARTS	\$1,221.25
P05-01328	TUBELITE	GRAPHIC SUPPLIES	\$111.82
P05-01329	IRVINE PIPE & SUPPLY	DRINKING FAUCETS	\$341.15
P05-01330	WARE DISPOSAL CO., INC.	ROLL UP CONTAINERS	\$1,000.00
P05-01331	BEEMAN, RAY & LOIS	Athletic Laundry soap	\$1,722.27
P05-01332	RIO GRANDE ALBUQUERQUE	art supplies	\$608.68
P05-01333	GANDER-PRINTCO	business cards	\$88.89
P05-01334	CSK AUTO, INC.	PAINTING SUPPLIES	\$540.59
P05-01335	SAX ARTS & CRAFTS	PRINTMAKING SUPPLIES	\$174.56
P05-01336	GOAL SPORTING GOODS, INC.	Coaching clipboard	\$51.97
P05-01337	WEST GROUP	CALIFORNIA EDUCATION CODE	\$115.75
P05-01338	GANDER-PRINTCO	business cards	\$44.45
P05-01339	MISSION PRINTING	Different Division Sheets	\$3,491.10
P05-01340	HITT MARKING DEVICES, INC.	Custom stamp	\$20.42
P05-01341	CAPISTRANO SEWING MACHINE CO.	student supplies	\$148.27
P05-01342	KEENAN & ASSOCIATES	Loss Control/Risk Mgmt. Agreement 04/05	\$28,167.00
P05-01343	GANDER-PRINTCO	business card Part-time faculty	\$44.45
P05-01344	UNION BANK OF CALIFORNIA	PARS Supp. Retire. Annuity Premium Nicol	\$18,369.04
P05-01345	VWR INTERNATIONAL, INC.	LAB PREP EQUIPMENT	\$1,074.71
P05-01346	ADVANCED OFFICE SOLUTIONS, INC	COPIER MACHINE PURCHASE	\$2,688.36
P05-01347	ADVANCED OFFICE SOLUTIONS, INC	ANNUAL MAINTENANCE AGREEMENT	\$330.00
P05-01348	VWR INTERNATIONAL, INC.	CHEMISTRY SUPPLIES	\$376.91
P05-01349	CLAVIR, VICKI	Instructor Fee	\$500.00
P05-01350	PERRY, SUE	Instructor Fee	\$300.00
P05-01351	GOLDEN WEST COLLEGE	Fee for Simulator Lab	\$4,000.00
P05-01352	WILDE, LOLA	CNA TESTING	\$1,000.00
P05-01353	DAVIS, DONNA	CNA TESTING	\$500.00
P05-01354	WILLIAMS, JACK	CNA TESTING	\$500.00
P05-01355	VELIZ, ANALISA	CNA TESTING	\$500.00
P05-01356	SCANTRON CORP.	ITEM ANALYSIS FORMS	\$27.06
P05-01357	P & O MOVERS	Blanket PO for piano moving	\$1,000.00
P05-01358	GANDER-PRINTCO	Business Cards	\$170.25
* P05-01359	EMPLOYMENT DEVELOPMENT DEPT.	Unemployment Insurance Quarterly P/R Tax	\$425,000.00
P05-01360	SCANTRON CORPORATION****	Scantron forms for Reading Lab.	\$252.56
P05-01361	SCANTRON CORPORATION****	Scantron forms for Writing Lab.	\$59.20
P05-01362	CORPORATE BUSINESS INTERIORS	LATERAL FILES	\$391.29
P05-01363	SPECTRUM LABORATORY PRODUCTS, I	BIOLOGY CHEMICAL	\$19.15
P05-01364	SEHI PROCOMP COMPUTER PRODUCTS	HP Color LaserJet 2550L printer	\$485.99
P05-01365	TRACKING SOLUTIONS	CHEMICAL LABELS	\$128.11
P05-01366	PRINT FINISHING SOLUTIONS	New High Production Folder	\$11,554.61
P05-01367	TRANSFER CENTER DIRECTOR ASSOC	TCDA Membership	\$50.00

Blanket Purchase Order Requisition

Requisition #: RB05-00836      PO #P05-01326      Status: Complete  
Requisitioner: GSTEVENSON/5255/F&M      Req. Date: 9/02/04 (2005)  
Order Site: IMNT, IVC Maintenance & Operation      Room: A553  
Vendor Code: 068847, CHEVRON ENERGY SOLUTIONS C      Req. Cost: \$809,659.80  
Req. Info: CONTRACT IMPLEMENTATION      Encumbered:  
Expensed: \$809,659.80  
Invoiced: \$809,659.80

Account Number	Amount	Expensed	Yr
40-6220-1-476-4-021-000-7100	809,659.80	809,659.80	05

Description of Blanket Order

CONTRACT PAYMENT PERSUANT TO CONTRACT.  
CAMPUS RETRO-FIT ENERGY PROJECT

INVOICE #2004071RV . . . . \$809,659.80

Requisition Total: \$809,659.80

Approved by:

Date:

Requisition #RB05-00836

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10/08/04

Requisition History Notepad

I have reviewed the schedule of values for payment=OK to pay....Walt

Requisition Invoice History

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Amount</u>	<u>Date</u>	<u>Check #</u>	<u>Paid Dt</u>
CHEVRON ENERGY	2004071RV	\$809,659.80	7/27/04	032857	9/15/04

Approved by:

Date:

Requisition #RB05-00836

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Blanket Purchase Order Requisition

Requisition #: RB05-00858	PO #P05-01359	Status: Need Invoice
Requisitioner: ADonovan, 4901, Bus. Serv.		Req. Date: 9/09/04 (2005)
Order Site: SLIB, SC Library		Room: 318
		Req. Cost: \$425,000.00
Vendor Code: 014661, EMPLOYMENT DEVELOPMENT DEP		Encumbered: \$425,000.00
Req. Info: Unemployment Insurance Quarterly P/		Expensed:
		Invoiced:

Account Number	Amount	Expensed	Yr
01-3510-0-000-9-001-000-4900	267,000.00	0.00	05
01-3520-0-000-9-001-000-6700	158,000.00	0.00	05

Description of Blanket Order

Unemployment Insurance Quarterly  
 Payroll Taxes  
 Fiscal Year 2004/05

Academic:	\$267,000.00
Classified:	\$158,000.00

GIVE CHECKS TO CANDI KINCAID

Requisition Total: \$425,000.00
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BOARD OF TRUSTEES PURCHASE ORDER LISTING

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Purchase Order Numbers P05-01313 Through P05-01615

PO #	Vendor Name	Purchase Order Description	Total Cost
P05-01368	DELL MARKETING	Dell Precision Workstation 370 Minitower	\$3,445.22
P05-01369	MC KESSON GENERAL MEDICAL	MEDICAL SUPPLIES	\$210.21
P05-01370	GOODWILL INDUSTRIES OF OC	Interpreting Service Fees	\$300.00
P05-01371	FABRIC LAND	student supplies	\$500.00
P05-01372	FABRIC LAND	student supplies	\$200.00
P05-01373	JENNY'S FABRICS	student supplies	\$200.00
P05-01374	A TO Z WHOLESALE FLORAL SUPPLY	Floral supplies needed for HORT 208 clas	\$3,240.00
P05-01375	SEHI PROCOMP COMPUTER PRODUCTS	Brother IntelliFax-2800 Fax/copier	\$203.80
P05-01376	DYNALAB	CHEMISTRY SUPPLIES	\$125.42
P05-01377	IN THE MIX	VIDEO FOR HUMAN SERVICES	\$78.87
P05-01378	IMPACT IMAGES	PLASTIC BAGS	\$185.20
P05-01379	PASCO SCIENTIFIC	Physics Software	\$273.80
P05-01380	CST ENVIRONMENTAL, INC.	REMOVAL OF MOLD	\$19,380.00
P05-01381	BOB PARRETT CONSTRUCTION, INC.	MOLD ABATEMENT	\$48,444.00
P05-01382	HELM, INC.	VEHICLE MANUALS	\$497.21
P05-01383	ORANGE CO. REGISTER	ADVERTISING	\$269.76
P05-01384	ORANGE CO. REGISTER	ADVERTISING	\$225.22
P05-01385	ORANGE CO. REGISTER	ADVERTISING	\$112.61
P05-01386	L.A. TIMES	ADVERTISING	\$371.28
P05-01387	L.A. TIMES	ADVERTISING	\$185.64
P05-01388	MOTOROLA - SOUTHCENTRAL PCC	Radios	\$17,094.97
P05-01389	BUDDY'S ALL STARS	Soccer bag and 8 Balls	\$445.61
P05-01390	SEHI PROCOMP COMPUTER PRODUCTS	Epson Photo Scanner	\$188.24
P05-01391	GST	FOR ELECTRONICS LABS	\$25.86
P05-01392	GANDER-PRINTCO	business cards for faculty	\$177.79
P05-01393	MF ATHLETIC COMPANY	Stop watches	\$54.79
P05-01394	APPLE COMPUTER, INC.	Purchase 1 Apple Computer/Warranty	\$5,368.11
P05-01395	CAL'S CAMERAS	PHOTO PARTS	\$126.53
P05-01396	BECK TECHNOLOGY CORPORATION	Media Materials for Workshops	\$1,999.80
P05-01397	BLOUNT, ZACHARY	Workshop Presenter	\$4,725.00
P05-01398	MURILLO, MARIA CANDELARIA	WORKSHOP PRESENTER	\$1,690.00
P05-01399	KEENAN & ASSOCIATES	Keenan Agreement 7/1/04-6/30/05	\$3,500.00
P05-01400	IACLEA	Membership	\$225.00
P05-01401	THIRD DEGREE SPORTSWEAR	Volleyball uniforms	\$144.60
P05-01402	COX COMMUNICATIONS	Cox Cable Ads	\$16,153.00
P05-01403	IRVINE PHOTOGRAPHICS	dept resource	\$300.00
P05-01404	RANCHO CAPISTRANO	BALANCE DUE ON WORKSHOP	\$225.23
P05-01405	JENNY'S FABRICS	student supplies	\$150.00
P05-01406	LIGHTING DIMENSIONS/PRIMEDIA	dept. resource	\$34.97
P05-01407	SADDLEBACK VALLEY U.S.D.	Tech Prep Subaward to Saddleback Valley	\$10,300.00
P05-01408	CAPISTRANO UNIFIED SCHOOL DIST	Tech Prep subaward to Capistrano Valley	\$10,600.00
P05-01409	MODERN POSTCARD	Printing job for postcards and mailing t	\$24,358.00
P05-01410	DELANEY, DR. RICHARD	CONFERENCE KEYNOTER	\$2,600.00
P05-01411	GRAY, DONNA	Supplies for Course HD 131	\$345.00
P05-01412	RECORDING FOR BLIND/DYSLEXIC	RFBD annual membership fees for services	\$500.00
P05-01413	CBA PRODUCTIONS	KBRT Radio Spot	\$449.00
P05-01414	KINDERCARE	Child Care Services	\$1,628.00
P05-01415	NORMAN, VIVIAN	Instructor Fee	\$600.00
P05-01416	IMAGE PRINTING SOLUTIONS	Printing of specialty forms.	\$6,518.88
P05-01417	MOLE-RICHARDSON	LIGHTING PARTS	\$222.61
P05-01418	RICOH BUSINESS SYSTEMS, INC.	SUPPLIES FOR COPY MACHINE	\$163.49
P05-01419	APPLE COMPUTER, INC.	Monitor adaptors L-117 & L-130	\$107.53
P05-01420	ACHIEVEMENT TECHNOLOGIES, INC.	Software for Hi Tech Lab	\$1,112.50
P05-01421	L.A. GYM EQUIPMENT	Equip. Fitness Prog VTEA Funds	\$15,050.44
P05-01422	RANAR MANUFACTURING CO.	HOT TRANSFER SYSTEM	\$768.86

BOARD OF TRUSTEES PURCHASE ORDER LISTING

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Purchase Order Numbers P05-01313 Through P05-01615

PO #	Vendor Name	Purchase Order Description	Total Cost
P05-01423	CAL'S CAMERAS	TRAYS	\$171.90
P05-01424	B & H PHOTO	TRIPODS	\$498.45
P05-01425	MC KESSON GENERAL MEDICAL	ELECTRODES	\$102.28
P05-01426	NAT'L BAG COMPANY	PHOTO SUPPLIES	\$118.70
P05-01427	SAMY'S CAMERA	Open PO to Samy's Camera to replace Open	\$400.00
P05-01428	SECURE-IT	SECURITY ALARM	\$1,556.41
P05-01429	CORPORATE BUSINESS INTERIORS	Purchase File Cab. for ISC	\$643.14
P05-01430	REAL NETWORKS	Contract Services	\$638.40
P05-01431	IRVINE RANCH WATER DIST.	PLANS FOR ATEP	\$6,250.00
P05-01432	BANNERSANDSIGNS.NET	purchase & installation of sign.	\$290.93
P05-01433	RONDEUX RELOCATION SERVICES	RELOCATE 3RD FLOOR	\$7,659.83
P05-01434	BOB PARRETT CONSTRUCTION, INC.	CONSTRUCT WALL	\$3,983.00
P05-01435	ROSS SYSTEMS, INC	Annual Maintenance for Gembase and UB Ru	\$10,112.40
P05-01436	SWAIM, JAMES (ANTHONY)	Project services for CACT instruction an	\$20,000.00
P05-01437	MC MASTER CARR SUPPLY COMPANY	STORAGE RACKS	\$872.80
P05-01438	COX COMMUNICATIONS	Gross Advertising Fee	\$6,688.17
P05-01439	PRINTECH, INC.	Harassment & Compl. Brochure/H.R.	\$2,014.93
P05-01440	RESOURCE GROUP	Blackboard Quick Ref Booklets	\$398.58
P05-01441	COX COMMUNICATIONS	Cox Ad Fee for Aug 04	\$7,875.02
P05-01442	COX COMMUNICATIONS	Cox Advertising Fee	\$1,000.00
P05-01443	CA STAINLESS MFG	DARKROOM SUPPLIES	\$484.10
P05-01444	HIGH/SCOPE PRESS	video for CDES 113	\$42.41
P05-01445	NASFAA	NASFAA Institutional Membership	\$717.00
P05-01446	ARQUITECTONICA INT'L CORPORATI	ARCHITECTURAL FEES	\$562,000.00
P05-01447	SOFTWARE eSOURCE	SOFTWARE FOR ARTICULATION	\$351.00
P05-01448	SEHI PROCOMP COMPUTER PRODUCTS	SONY MONITOR	\$637.88
P05-01449	TICKET CRAFT	Show Tickets	\$200.00
P05-01450	INDUSTRIAL METAL SUPPLY CO.	Blanket PO for Supplies	\$200.00
P05-01451	DUNN-EDWARDS CORPORATION	Blanket PO for supplies	\$200.00
P05-01452	GANAHL LUMBER	Blanket PO for Supplies	\$700.00
P05-01453	MICWORKS, INC.	Blanket PO for supplies	\$400.00
P05-01454	CA STAGE & LIGHTING	Blanket PO for supplies	\$700.00
P05-01455	HOME DEPOT	Blanket PO for supplies	\$400.00
P05-01456	ENTERPRISE RENT-A-CAR	OPEN PO FOR RENTING VEHICLES	\$5,993.68
P05-01457	CHEVRON ENERGY SOLUTIONS CO.	CES CONTRACT PHASE IMPLEMENTATION	\$3,110,088.70
P05-01458	CONSUMER REPORTS	Dept Resource	\$26.00
P05-01459	COOKING LIGHT	Dept. Resource	\$22.00
P05-01460	BON APPETIT	Dept. Resource	\$14.00
P05-01461	FINE COOKING	Dept. Resource	\$29.95
P05-01462	WESTCOAST SOUND, INC.	Sound Equip for Guest Artist Julie Budd	\$375.00
P05-01463	APPLE COMPUTER, INC.	Motion software license	\$17,089.00
P05-01464	ORANGE CO. REGISTER	2004 SCLO ADVERTISING	\$3,187.60
P05-01465	ORANGE CO. REGISTER	ADVERTISING	\$3,489.21
P05-01466	NAFSA	NAFSA ADVISER'S MANUAL-2230	\$412.13
P05-01467	L.A. TIMES	ADVERTISING	\$1,205.00
P05-01468	XEROX CORPORATION	Maintenance Agreement with Xerox for cop	\$840.00
P05-01469	ORANGE CO. REGISTER	ADVERTISING	\$1,593.80
P05-01470	BLICK, DICK COMPANY	ART PAPER	\$121.87
P05-01471	TROXELL COMMUNICATIONS, INC.	televisions	\$533.33
P05-01472	SHATtinger MUSIC	Compositions	\$1,306.36
P05-01473	B & H PHOTO	AEROBIC HEADSET SYSTEM/IVC M&W VOLLEYBAL	\$285.54
P05-01474	DISCOUNT SCHOOL SUPPLY	ART SUPPLIES	\$729.30
P05-01475	SHATtinger MUSIC	Sheet Music	\$98.99
P05-01476	AUTOMOTIVE LIFT INSTITUTE	Hoist Safety Materials	\$21.55
P05-01477	SCANTRON CORP.	Maintenance Agreement on Scanmark	\$434.00

Blanket Purchase Order Requisition

Requisition #: RB05-00930	PO #P05-01446	Status: Paid Partial
Requisitioner: R. VILLALBA/ 4680		Req. Date: 9/20/04 (2005)
Order Site: SAVY, Avery Plaza/Purchasing		Room:
Vendor Code: 068561, ARQUITECTONICA INT'L CORPO		Req. Cost: \$562,000.00
Req. Info: ARCHITECTURAL FEES		Encumbered: \$267,391.08
		Expensed: \$294,608.92
		Invoiced: \$294,608.92

Account Number	Amount	Expensed	Yr
40-6226-1-418-7-013-092-7100	562,000.00	294,608.92	05

Description of Blanket Order

IVC PERFORMING ARTS CENTER/ THEATER

ARCHITECTURAL FEES AS FOLLOWS:

BALANCE OF DESIGN DEVELOPMENT...	\$36,571
CONSTRUCTION DOCUMENTS PHASE...	\$511,994
ALLOWANCE FOR REIMBURSABLES.....	\$13,435
	-----
TOTAL.....	\$562,000

Requisition Total: \$562,000.00
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Requisition Invoice History

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Amount</u>	<u>Date</u>	<u>Check #</u>	<u>Paid Dt</u>
A ● UITECTONICA	2214.08	\$294,608.92	8/31/04	033222	9/30/04

Approved by:

Date:

● Requisition #RB05-00930

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Blanket Purchase Order Requisition

Requisition #: RB05-00934	PO #P05-01457	Status: Need Invoice
Requisitioner: B.MUELLER/5326		Req. Date: 9/21/04(2005)
Order Site: IMNT, IVC Maintenance & Operation		Room: A553
Vendor Code: 068847, CHEVRON ENERGY SOLUTIONS C		Req. Cost: \$3,110,088.70
Req. Info: CES CONTRACT PHASE IMPLEMENTATION		Encumbered: \$3,110,088.70
		Expensed:
		Invoiced:

Account Number	Amount	Expensed	Yr
40-6220-1-476-4-021-000-7100	3,110,088.70	0.00	05

Description of Blanket Order

BOARD APPROVAL NOVEMBER 22,2003  
 CES Project No.: DWCES-31570  
 Original Contract Amount: \$5,414,023  
 Completed Requisitions:  
 RB04-01441 \$974,524.50  
 RB05-00480 \$519,750.00  
 RB05-00836 \$809,659.80  
 Ttl Pd to Date: \$2,303,934.30

Balance Remaining: \$3,110,088.70

Requisition Total:\$3,110,088.70
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Approved by:

Date:

BOARD OF TRUSTEES PURCHASE ORDER LISTING

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Purchase Order Numbers P05-01313 Through P05-01615

PO #	Vendor Name	Purchase Order Description	Total Cost
P05-01478	ROCKET DESIGN	Purchase Outreach marketing brochure	\$1,357.65
P05-01479	INTERSTATE ELECTRIC	SIGNAGE SUPPLIES	\$1,063.82
P05-01480	BURGESS GROUP, INC.	CONSULTING SERVICES	\$18,500.00
P05-01481	MASON, JENNIFER	Consultant Agreement	\$8,804.00
P05-01482	STRATA INFORMATION GROUP	Facilities & Scheduling BPR Consulting S	\$30,000.00
P05-01483	DELL MARKETING	Cox/Edwards PCs	\$5,008.22
P05-01484	SADDLEBACK GOLF CARS	CHARGER FOR ELECTRIC CART	\$383.35
P05-01485	LIBRARY OF CONGRESS	Classification web solo user license per	\$375.00
P05-01486	BUSINESS MACHINE SECURITY	LOCKING MOUNTS	\$3,457.52
P05-01487	GANDER-PRINTCO	BUSINESS CARDS FOR ART ZINKIN	\$42.56
P05-01488	GANDER-PRINTCO	Business Cards for Coll. Research & Plan	\$42.56
P05-01489	GANDER-PRINTCO	BUSINESS CARDS FOR ANGELA MAHANEY	\$42.56
P05-01490	GANDER-PRINTCO	Job Opportunity Letterhead	\$387.90
P05-01491	SHARPER IMAGE	AIR PURIFIERS	\$592.56
P05-01492	SCHAFFER PUBLICATIONS, FRANK	Textbooks for CACT class	\$241.95
P05-01493	INSIGHT MEDIA	Video #FAH1921 - Effective Courtroom Tes	\$179.27
P05-01494	PRO PHOTO CONNECTION	PHOTO SUPPLIES	\$411.28
P05-01495	SEHI PROCOMP COMPUTER PRODUCTS	Linksys Etherfast NW Storage & Hard Driv	\$940.66
P05-01496	OCLC PACIFIC NETWORK	Library computer software and data proce	\$12,000.00
P05-01497	MAINTEX	CUSTODIAL SUPPLIES	\$2,451.85
P05-01498	GANDER-PRINTCO	Business Card for B.Constantino	\$42.56
P05-01499	COMMERCIAL LANDSCAPE SUPPLY	GROUNDS SUPPLIES	\$621.55
P05-01500	DELL MARKETING	Ordering 10 Lap tops from Dell	\$20,742.95
P05-01501	GOLF VENTURES WEST	Part-ITC Cart Deliver to Scott Tl	\$ .00
P05-01502	AGILYSIS	Web Servers	\$22,101.26
P05-01503	INSIGHT MEDIA	CD's for Nursing Program Training	\$3,712.59
P05-01504	SKORA ELECTRIC	electrical work	\$475.00
P05-01505	U.S. POSTMASTER	Prepaid Postage Spring 2005 IVC Schedule	\$22,650.00
P05-01506	SEHI PROCOMP COMPUTER PRODUCTS	Cartridges for Reading Lab. use.	\$326.87
P05-01507	LEARNING RESOURCES ASSOCIATION	Please pay invoice for membership to LRA	\$200.00
P05-01508	AMER. LIBRARY ASSOC.	Please pay for yearly membership to ALA.	\$175.00
P05-01509	MC CONKEY, J.M. CO.	GREENHOUSE SUPPLIES	\$187.98
P05-01510	VENTURA'S PEST CONTROL	GOPHER CONTROL	\$2,000.00
P05-01511	KOHLER POWER SYSTEMS	Kohler Service Agreement for Power Gener	\$573.66
P05-01512	SOCCCD TRUSTEE FOR FEDERAL/STA	Return to Title IV Funds	\$296.00
P05-01513	BAUDVILLE	Certificates/Stationary for H.R.	\$126.11
P05-01514	SMITH PIPE & SUPPLY, INC.	GROUNDS SUPPLIES	\$85.60
P05-01515	EEDEC	EEDEC 2004-05 SOCCCD Dues	\$200.00
P05-01516	EEDEC	Membership - EEDEC	\$120.00
P05-01517	GANDER-PRINTCO	Business cards needed for faculty	\$177.79
P05-01518	GANDER-PRINTCO	Business Cards/Joe Tinervia	\$44.45
P05-01519	GANDER-PRINTCO	Business cards for Lariat Advisor	\$44.45
P05-01520	ACE MAINTENANCE MART	PLUMBING SUPPLIES	\$1,796.70
P05-01521	RICOH BUSINESS SYSTEMS, INC.	36 MONTH COPIER LEASE	\$3,303.00
P05-01522	SCANTRON CORP.	SCANTRON TEST ANSWER SHEETS	\$59.26
P05-01523	CHARCOAL MASTER INT'L, INC.	Water Cooler Repair	\$50.00
P05-01524	AARDVARK CLAY AND SUPPLIES	CERAMICS SUPPLIES	\$1,758.26
P05-01525	PC MALL GOV. INC.	REPLACEMENT PART FOR MICRON TREK	\$58.04
P05-01526	B & H PHOTO	TV Production equipment	\$1,672.03
P05-01527	UNIV. HIGH SCHOOL	Ads in University High School newspaper	\$1,140.00
P05-01528	NUTRITION ACTION NEWSLETTER	SUBSCRIPTION	\$48.00
P05-01529	GANDER-PRINTCO	Business cards needed for faculty	\$88.89
P05-01530	HANSINK, PAM	CNA TESTING	\$500.00
P05-01531	SULLIVAN, TERRI	CNA TESTING	\$500.00
P05-01532	KOPECKY, ROBERT J.	Consultant Services	\$18,000.00

BOARD OF TRUSTEES PURCHASE ORDER LISTING

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Purchase Order Numbers P05-01313 Through P05-01615

PO #	Vendor Name	Purchase Order Description	Total Cost
P05-01533	JEWISH NEWS	ADVERTISING	\$725.00
P05-01534	HOPKINS, SARA	WORKSHOP PRESENTER	\$2,340.00
P05-01535	GST	L.Bashor/Curriculum	\$134.69
P05-01536	BUREAU OF JUSTICE STATISTICS	Criminal Justice Sourcebook	\$10.60
P05-01537	M. HARA LAWNMOWER CENTER	GROUNDS EQUIPMENT	\$2,495.49
P05-01538	CABLE SPECIALISTS	Network cables for L-117	\$36.08
P05-01539	ACTION TEAM MEDICAL	Gloves	\$29.31
P05-01540	BLACKBOARD INC.	BlackBoard Training Expense	\$90.00
P05-01541	VISTA PAINTS	GROUNDS EQUIP	\$3,846.68
P05-01542	COMMUNITY COLLEGE LEAGUE	Britannica Online Subscription Renewal.	\$1,426.70
P05-01543	VOGT, GARY L. AND ASSOCIATES	ATEP Appraisal	\$8,500.00
P05-01544	ALLSTEEL INC.	FURNITURE FOR HS	\$15,026.13
P05-01545	COMM. COL. FACILITY COALITION	MEMBERSHIP DUES	\$1,000.00
P05-01546	COMMUNITY HOUSE, INC.	facility fee for use of classroom	\$800.00
P05-01547	HALL & FOREMAN, INC.	FOR CIVIL ENGINEERING DRAWINGS.	\$6,900.00
P05-01548	UNITED METHODIST CHURCH	Facility fees for use of classrooms	\$3,000.00
P05-01549	ORANGE CO. DEPT. OF EDUCATION	Annual Cisco Academy Membership	\$300.00
P05-01550	ACEVEDO, DAISY	WORKSHOP FACILITATOR	\$1,155.00
P05-01551	MC NELLY, MARGIE	WORKSHOP PRESENTER	\$1,050.00
P05-01552	PADILLA, ALBERT	WORKSHOP PRESENTER	\$3,960.00
P05-01553	CITY OF TUSTIN	SITE RENTAL	\$520.00
P05-01554	MISSION HOSPITAL REG. MED. CTR	FACILITY RENTAL	\$2,000.00
P05-01555	GORM, INC.	DISPOSABLE GLOVES	\$248.90
P05-01556	ORANGE CO. REGISTER	ADVERTISING	\$134.88
P05-01557	ORANGE CO. REGISTER	ADVERTISING	\$112.61
P05-01558	ORANGE CO. REGISTER	ADVERTISING	\$2,996.16
P05-01559	GRAYBAR ELECTRIC CO.	ELECTRICAL SUPPLIES	\$631.85
P05-01560	SEHI PROCOMP COMPUTER PRODUCTS	printers	\$752.05
P05-01561	CDW COMPUTER CENTERS	Adobe Software License	\$9,746.83
P05-01562	SEHI PROCOMP COMPUTER PRODUCTS	printer supplies	\$460.83
P05-01563	MC KESSON GENERAL MEDICAL	MEDICAL SUPPLIES	\$169.01
P05-01564	ORANGE CO. REGISTER	ADVERTISING	\$15,498.52
P05-01565	CDW COMPUTER CENTERS	MS MBA Project Pro 2003 Software	\$908.93
P05-01566	ALLSCRIPTS	MEDICATIONS	\$542.66
P05-01567	ORANGE CO. REGISTER	ADVERTISING	\$407.88
P05-01568	HOME DEPOT	supplies for outdoor classroom	\$150.00
P05-01569	DATAKOM WEST	KVM Infrastructure New Server Room	\$36,085.06
P05-01570	LRP PUBLICATIONS	SUBSCRIPTION TO FERPA ANSWER BOOK	\$114.50
P05-01571	PRESENTATION SYSTEMS	projector lamp	\$511.82
P05-01572	THOMAS, CHARLES E. CO.	SERVICE ON GAS BOY	\$200.00
P05-01573	PLUMBING, PIPING & CONSTRUCT.	REPLACE PIPING	\$1,350.00
P05-01574	MARIPOSA HORTICULTURAL ENTER.	CLEAN OUT DITCH	\$1,200.00
P05-01575	EZ-GO/TEXTRON	Ez-Go Electric Cart Part	\$560.14
P05-01576	VIRCO MFG. CORP.	WORKSTATION ADDITION/RELOCATION	\$7,837.24
P05-01577	EBERHARD EQUIPMENT	REPAIR/REPLACE CLUTCH	\$2,000.00
P05-01578	L.A. TIMES	ADVERTISING	\$336.00
P05-01579	GCS SERVICE, INC.	REPAIR OF MARKETFORGE STERILIZER	\$519.05
P05-01580	MINIWORLD, INC.	SCULPTURE/CERAMICS SUPPLIES	\$59.02
P05-01581	LIBRARY STORE	LIBRARY SUPPLIES	\$45.79
P05-01582	RUBBER STAMPS UNLIMITED	ANNUAL OFFICE/LIBRARY SUPPLY ORDER	\$156.72
P05-01583	DURACO, INC.	PHOTO SUPPLIES	\$123.65
P05-01584	ORANGE CO. WEEKLY	ADVERTISING	\$971.00
P05-01585	HICKS, BOB TURF EQUIPMENT CO.	GROUNDS EQUIP	\$1,115.21
P05-01586	ALL ELECTRONICS CORP.	ELECTRONIC SUPPLIES	\$96.13
P05-01587	BATTERY SPECIALTIES	BATTERIES	\$218.11

BOARD OF TRUSTEES PURCHASE ORDER LISTING

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Purchase Order Numbers P05-01313 Through P05-01615

PO #	Vendor Name	Purchase Order Description	Total Cost
P05-01588	HI STANDARD	POLICE SUPPLIES	\$92.28
P05-01589	MC KESSON GENERAL MEDICAL	MEDICAL SUPPLIES	\$172.40
P05-01590	TRI-TECH INC.	POLICE SUPPLIES	\$130.98
P05-01591	BOB PARRETT CONSTRUCTION, INC.	PIPE BOLLARDS INSTALLATION	\$1,320.00
P05-01592	ORANGE CO. REGISTER	ADVERTISING	\$1,224.55
P05-01593	BURMINCO	rock and mineral samples and kit supplie	\$500.00
P05-01594	ORANGE CO. REGISTER	ADVERTISING	\$112.61
P05-01595	ORANGE CO. METRO	ADVERTISING	\$630.00
P05-01596	PASCO SCIENTIFIC	PHYSICS SITE LICENSE	\$386.52
P05-01597	IRVINE UNIFIED SCHOOL DISTRICT	Building rental costs for Wind Symphony	\$1,000.00
P05-01598	LIFETIME MEMORY PRODUCTS, INC.	Technology renewal...	\$4,525.50
P05-01599	DEMCO INC.	LIBRARY SUPPLIES	\$223.49
P05-01600	GAYLORD BROTHERS, INC.	LIBRARY SUPPLIES	\$428.50
P05-01601	SYSTEMS SOURCE, INC.	Furniture, Systems Source	\$17,756.98
P05-01602	UNIV. PRODUCTS, INC	LIBRARY SUPPLIES	\$82.73
P05-01603	USI	LIBRARY SUPPLIES	\$216.07
P05-01604	L.A. TIMES	ADVERTISING	\$20,475.00
P05-01605	U.S. POSTMASTER	Postage Spring 05 Schedule mailing	\$15,818.00
P05-01606	A-1 FENCE COMPANY	INSTALL FENCE FTBALL STADIUM	\$10,989.00
P05-01607	MC MULLEN, SEAN	Cash Advance	\$500.00
P05-01608	ELLISON, RON	Cash Advance	\$500.00
P05-01609	RYNNING, JAMES	Cash Advance	\$500.00
P05-01610	RIFKIN, A. COMPANY	BANK BAGS	\$120.96
P05-01611	AACC	2005 Annual Dues AACC	\$6,590.00
P05-01612	ADAMSON POLICE PRODUCTS	POLICE SUPPLIES	\$125.42
P05-01613	VIATRON SYSTEM, INC.	Annual Maintenance Contract Renewal Viat	\$6,717.00
P05-01614	AACRAO	Annual Membership Dues	\$1,246.00
P05-01615	WP ELECTRIC & COMMUNICATIONS	Low-Voltage Communications Cabling Syste	\$1,816.25
			=====
			\$5,795,977.06

## BOARD OF TRUSTEES CONFIRMING REQUISITION LISTING

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Req. #	Vendor Name	Description	Total Cost
RD05-00826		N170 Guest Speaker	\$200.00
RD05-00825	MILLER, SOPHIE	Welcome reception w/ College and Distric	\$81.87
RD05-00824		Location rental for PM graduation	\$175.00
RD05-00823		Travel Reimbursement	\$100.00
RD05-00822		Travel Reimbursement	\$50.00
RD05-00821		Travel Reimbursement	\$50.00
RD05-00820	WELLS FARGO #2078	Adv. Pymt. to Hotel for Accred. Visit 10	\$9,000.00
RD05-00819	STAKAN, GARY	Reimburse Gary Stakan for purchase of UC	\$88.85
RD05-00818		Scantron cards purchased at book store	\$10.24
RD05-00817	SADDLEBACK COLLEGE BOOKSTORE	Saddleback CARE bookstore billing	\$63.30
RD05-00816	ROTO-ROOTER PLUMBING SERVICE	CLEAR DRAINS	\$155.75
RD05-00812	SADDLEBACK COLLEGE BOOKSTORE	September bookstore billing/Saddleback	\$351.29
RD05-00811	LLEWELLYN, RAYMOND	Guest Services	\$150.00
RD05-00810		Guest Services	\$150.00
RD05-00809	MIDWEST LIBRARY SERVICE	To pay for books.	\$1,191.51
RD05-00808	AVENTURA SAILING ASSOC.	Payment needed for boat rental for MST 2	\$288.00
RD05-00807	A-1 AWARDS	Name Plate & Holder, Scott Simpson	\$37.82
RD05-00806	CCCCSSAA	To Pay for Conference Registration	\$40.00
RD05-00805	GRAHAM, ESTER	CONFERENCE	\$325.00
RD05-00804	DIVERSIFIED BUSINESS SERVICES	Outreach Materials for FinAid Nite Prese	\$10,875.86
RD05-00803		Library books per Tom Weisrock request	\$6,988.34
RD05-00802	JOHNSON & ASSOCIATES	Classification Study-CSEA	\$24,625.00
RD05-00801	TAMS-WITMARK MUSIC LIBRARY	Missing Orchestra Part	\$45.00
RD05-00800	WELLS FARGO #3317	Digital Camera for Risk Management	\$500.00
RD05-00799	FORBES, FRED	Conference reimbursement.	\$35.00
RD05-00796	NEXTIRAONE, LLC	Phone Adds/Moves, 9/17-9/22	\$1,237.50
RD05-00795		Library DVDs per Tom Weisrock request	\$ .00
RD05-00794	IVC BOOKSTORE	September Bookstore Billing	\$20,105.89
RD05-00793	HOIST SERVICE CO.	Repair of Automotive Hoists	\$75.00
RD05-00792	WELLS FARGO #3317	Renewal of Verisign server ID	\$249.00
RD05-00791	DAVIES, SIMON	REIMBURSE W SOCCER HEAD COACH/PE SUPPLIE	\$29.95
RD05-00790	GRAHAM, ESTER	Reimbursement - E. Graham - Pihra Mtng.	\$64.25
RD05-00789	LORCH, TEDDI	Reimbursement - T. Lorch-Pihra Mtng.	\$65.23
RD05-00788	JEFF'S SPORTING GOODS	Men's / Women's sports equipment	\$242.44
RD05-00787	ACADEMIC SENATE	Academic Senate Plenary Session Fall 200	\$590.00
RD05-00786		MILAGE FOR M. HUANG	\$ .00
RD05-00785	DUNCAN, DENNIS	Materials for Time-Critical P.O.S.T. Pro	\$56.97
RD05-00784		Library ref. books per Tom Weisrock requ	\$ .00
961954	OFFICE MAX	OFFICE SUPPLIES	\$174.17
974572	OFFICE MAX	OFFICE SUPPLIES	\$67.35
RD05-00782	PACIFIC COACHWAYS	Field Trip for K.M-Patterson/Armstadter	\$400.00
RD05-00781	MARTIN, GLORIA	REIMBURSEMENT	\$26.95
RD05-00780	PACIFIC COACHWAYS	Field trip for C.Chattopadhyay	\$650.00
RD05-00779	DALY, TRACY	OCCC Legislative Task Force	\$6.99
RD05-00778	S & B FOODS	Sept & Oct Chan. Coord. Coun. Mtgs.	\$93.04
RD05-00777	WHITE, DENNIS W.	Marsec-Tip Mtg.-CA Maritime Academy, Den	\$611.88
RD05-00776	WELLS FARGO #4198	Specialized cables for AV	\$47.14
RD05-00771	MILLER, FRANCES	Conf. ACHRO - F. Miller	\$1,069.42
RD05-00770	DUMAS, PAT	REIMBURSEMENT FOR SITE RENTAL DEPOSIT	\$ .00
RD05-00769	PACT, AN ADOPTION ALLIANCE	WORKSHOP MATERIALS	\$997.09
RD05-00768	SOCCCD ASSOCIATED STUDENT BODY	Forensic Tournaments	\$2,400.00
RD05-00767	EAGLE COMMUNICATIONS	Campus repair- non instructional	\$146.08
RD05-00766	ONE DAY PAINT & AUTO BODY	CHP Police Car Paint Job	\$1,066.40
RD05-00765	VIATRON SYSTEM, INC.	Viatron Imaging System Maintenance Renew	\$ .00
RD05-00764	ASG MUSIC	Music purchased	\$400.00
RD05-00763	COUTTS LIBRARY SERVICES, INC.	Library ref book per Tom Weisrock reques	\$224.68

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Req. #	Vendor Name	Description	Total Cost
RD05-00762	PADBERG, NANCY	CCLC ANNUAL CONVENTION-ANAHEIM	\$ .00
973802	OFFICE MAX	OFFICE SUPPLIES	\$426.65
975175	OFFICE MAX	OFFICE SUPPLIES	\$95.47
974955	OFFICE MAX	OFFICE SUPPLIES	\$84.85
974556	OFFICE MAX	OFFICE SUPPLIES	\$600.97
974427	OFFICE MAX	OFFICE SUPPLIES	\$136.38
971336	OFFICE MAX	OFFICE SUPPLIES	\$67.13
3794	OFFICE MAX	OFFICE SUPPLIES	\$423.34
RD05-00761	HUSTING, ROBINA	REIMBURSEMENT	\$29.58
RD05-00757	SADDLEBACK GOLF CARS	POLICE GEM CAR REPAIR	\$154.40
RD05-00756	PUBLIC SAFETY CENTER, INC.	POLICE LINE BARRICADE TAPE	\$59.07
RD05-00755	SPECTRUM PRINTING SYSTEMS	IVC Advertising Promo Decals	\$1,899.64
RD05-00754	S & S COMMUNICATIONS	POLICE RADIO REPAIRS	\$862.00
RD05-00753	CPP, INC.	Payment of invoice	\$1,657.43
RD05-00752	WEST GROUP	Library law books per Tom Weisrock	\$234.90
RD05-00751	MIDWEST LIBRARY SERVICE	Invoice pays for standing orders for boo	\$510.63
RD05-00750	EBSCO SUBSCRIPTION SERVICE	Invoice # 0-56684 in the amount of \$25.9	\$27.99
RD05-00749	COAST LEARNING SYSTEMS	License Telecourse for Fall 04, CA/JRN 1	\$750.00
RD05-00748	LEO, LOUIS	Reimbursement for emergency Outreach pri	\$33.94
RD05-00747	INDUSTRIAL HYGIENE MGMT., INC.	Mold Inspection - SC BGS	\$4,771.00
RD05-00740	PROMISSOR, INC.	NURSE ASSISTANT CERTIF EXAMS	\$15,262.00
RD05-00745	INT'L VIDEO & TV	Repair of Video Cameras	\$1,000.00
RD05-00744	HOLIDAY INN	Hotel Reservations for Accred. Team Visi	\$2,759.00
RD05-00743	HOLIDAY INN	Hotel Reservations for Accred. Team Visi	\$2,759.00
RD05-00742	INDUSTRIAL HYGIENE MGMT., INC.	Asbestos Evaluation - MSE	\$570.00
RD05-00741	BAKER & TAYLOR ENTERTAINMENT	Library book per Tom Weisrock request	\$44.49
RD05-00739		Conference for Julie Bright	\$1,000.00
RD05-00738		Instructional Supply Reimbursement	\$63.96
RD05-00737	GRO POWER	SOIL ANALYSIS	\$600.00
RD05-00736	TURNER, PAMELA	miscellaneous art supplies - reimburseme	\$95.48
RD05-00735		South Coast Symphony Advertising	\$300.00
RD05-00734	SCHADER, PAM	REIMBURSEMENT FOR FALL 2004 ART MATERIAL	\$219.43
RD05-00733		Pay invoice for Membership	\$ .00
RD05-00732	SHERLING, DOROTHY	Conference - D. Sherling	\$2,450.00
RD05-00731	SO COAST SYMPHONY	South Coast Symphony Advertising	\$300.00
RD05-00729	GOODWILL INDUSTRIES OF OC	INTERPRETING SERVICE FEES	\$125.00
RD05-00728	RUDMANN, BARI	REIMBURSEMENT FOR CSU COUNSELOR CONFEREN	\$65.00
RD05-00727	RUDMANN, BARI	REIMBURSEMENT FOR CONFERENCE	\$55.00
RD05-00726	TURNER, PAMELA	invitations for Fine & Decorative Arts S	\$30.13
RD05-00725	MIDWEST LIBRARY SERVICE	Please pay invoice #4428656--amount of \$	\$100.83
RD05-00723	VURDIEN, RAJEN	CCC Chief Instructional Officers Confere	\$700.00
RD05-00722	KUYKENDALL, CAROLYN	Natl Collegiate Honors conference 11/10-	\$1,050.00
RD05-00721	AMER. EXPRESS	SWACC Meeting Flight-Millbrae	\$406.70
RD05-00720	GAIL MATERIALS	GROUPS SUPPLIES	\$862.00
RD05-00719	S & S COMMUNICATIONS	POLICE RADIO REPAIR	\$36.85
RD05-00718	SAHDALA, VIRGINIA	Reimbursement to V. Sahdala for Xerox co	\$27.12
941861	OFFICE MAX	OFFICE SUPPLIES	\$68.54
RD05-00717	GRAFIX SHOPPE	GRAPHICS FOR NEW PATROL CAR	\$339.00
974499	OFFICE MAX	OFFICE SUPPLIES	\$392.40
974495	OFFICE MAX	OFFICE SUPPLIES	\$55.13
974302	OFFICE MAX	OFFICE SUPPLIES	\$133.79
973855	OFFICE MAX	OFFICE SUPPLIES	\$137.02
970976	OFFICE MAX	OFFICE SUPPLIES	\$196.57
970975	OFFICE MAX	OFFICE SUPPLIES	\$80.90
941860	OFFICE MAX	OFFICE SUPPLIES	\$744.57
RD05-00716	WEST GROUP	CA Code Ed 4th 2004	\$42.03

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Req. #	Vendor Name	Description	Total Cost
RD05-00715	WELLS FARGO #4198	CDR DISCS FOR AUDIO VISUAL DESKS	\$60.00
RD05-00714	AMER. FENCE CO.	FENCE REPAIR	\$375.00
RD05-00712	ACME FEATURES SYNDICATE	Cartoon strip to be used in the Lariat	\$143.00
RD05-00711	WHITE, DENNIS W.	CONSORTIUM Mtg.-California Maritime Acad	\$360.29
RD05-00710	WHITE, DENNIS W.	Reimbursement/Conference CCCCCI	\$843.79
RD05-00709	JOYCE INSPECTION & TESTING	P0 & P1 INSPECTION	\$280.00
RD05-00708	OVERNIGHT NUMBERING	perforation of postcards for transfer ce	\$22.00
RD05-00707			\$ .00
RD05-00706		PAY FOR CATERING SERV FOR F-1 ORIENTATIO	\$750.00
RD05-00705	KLINGER EDUCATIONAL PRODUCTS	WIND TUNNEL	\$2,235.81
RD05-00704	NEWTON, MEG	REIMBURSMENT FOR POSTAGE	\$49.00
RD05-00703	LRP PUBLICATIONS	SUBSCRIPTION TO FERPA ANSWER BOOK	\$ .00
RD05-00702	GOODWILL INDUSTRIES OF OC	INTERPRETING SERVICE FEES	\$125.00
RD05-00701	GOODWILL INDUSTRIES OF OC	INTERPRETING SERVICE FEES	\$250.00
RD05-00700	IVC BOOKSTORE	TEXTBOOKS	\$27.48
RD05-00698	RADDEN, LARRY	Reimbursement for books	\$452.00
971589	OFFICE MAX	OFFICE SUPPLIES	\$730.02
RD05-00697	MIKOLAJCZAK, MIKI	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$65.00
RD05-00696	KLUNDER, JAYNE	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$65.00
RD05-00695	BORATYNEC, ZINA	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$65.00
RD05-00694	STAKAN, GARY	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$65.00
RD05-00691	WILLIAMS, JOHN	CCLC ANNUAL CONVENTION-ANAHEIM	\$ .00
RD05-00690	GALE GROUP	Lib Ref Book per Tom Weisrock request	\$90.67
RD05-00689	TANRIVERDI, FAWN	Staff Reimbursement	\$427.75
974954	OFFICE MAX	OFFICE SUPPLIES	\$392.77
974554	OFFICE MAX	OFFICE SUPPLIES	\$264.36
973672	OFFICE MAX	OFFICE SUPPLIES	\$24.40
973671	OFFICE MAX	OFFICE SUPPLIES	\$615.70
973310	OFFICE MAX	OFFICE SUPPLIES	\$21.85
970812	OFFICE MAX	INSTRUCTION SUPPLIES	\$235.80
970809	OFFICE MAX	OFFICE SUPPLIES	\$176.00
RD05-00688	CAPISTRANO SEWING MACHINE CO.	Equip. Repair	\$300.00
974115	OFFICE MAX	OFFICE SUPPLIES	\$105.14
RD05-00687	LINCOLN, DAN	Reimbursement	\$25.00
970008	OFFICE MAX	OFFICE SUPPLIES	\$148.83
973229	OFFICE MAX	OFFICE SUPPLIES	\$137.21
RD05-00686	LEE, STEVE	Staff Reimbursement	\$ .00
RD05-00685	TANRIVERDI, FAWN	Staff Reimbursement	\$940.00
RD05-00684	DALY, TRACY	Entry Fee for NCMPR Dist. 6 Awards - Vid	\$30.00
RD05-00683			\$ .00
RD05-00682	HEWITT, WILLIAM	Staff Reimbursement/travel	\$995.00
RD05-00681	PEPPER MUSIC COMPANY	Music purchased	\$37.66
RD05-00680	BELO, BRUCE M. PROFESSIONAL BR	Instrument Repair/Requested by S. Rochfo	\$200.00
RD05-00679	GROSS, STEVE	Ultimus Training Travel Expenses for Ste	\$1,336.60
RD05-00677	FOOD SYSTEMS, INC.	FOOD/BEV. 9/10/04 DMT MTG	\$252.13
RD05-00678	LONG, MICHAEL	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$65.00
RD05-00676	RIGDON-TROUPE, ANNA	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$65.00
RD05-00675	LAURIE, JAMES	Ultimus Training Travel Expenses for Jim	\$1,122.85
RD05-00674		Part to repair ITC Golf Cart	\$ .00
RD05-00672	HOPKINS, LOMA	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$65.00
RD05-00671	ALFORD, JOANN	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$65.00
RD05-00670	VENTURA, JAN	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$65.00
RD05-00669	POTRATZ, RICHARD	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$65.00
RD05-00668	NUSSENBAUM, SHARON	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$65.00
RD05-00667	ALFORD, JOANN	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$55.00
RD05-00666	STAKAN, GARY	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$55.00



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Req. #	Vendor Name	Description	Total Cost
RD05-00665	BARR, PAMELA JAN	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$55.00
RD05-00664	POTRATZ, RICHARD	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$55.00
RD05-00663	BORATYNEC, ZINA	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$55.00
RD05-00662	NUSSENBAUM, SHARON	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$55.00
RD05-00661	HANDA, STEVE	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$55.00
RD05-00660	VENTURA, JAN	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$55.00
RD05-00659	QUINLAN PUBLISHING GROUP	Subscription	\$ .00
RD05-00658	BARR, DOUG	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$55.00
RD05-00657	MINDER, DENNIS	Conf. Reimbursement for Dennis Minder	\$65.00
RD05-00656	FRANCISCO, DAVID	Conf. Reimbursement for David Francisco	\$65.00
RD05-00655	TICAN, FELICIA	Conf. Reimbursement for Felicia Tican	\$65.00
RD05-00654	BALTIERRA, JUANITA	Conf. Reimbursement for Juanita L. Balti	\$65.00
RD05-00653	BOLLINGER, PAT	REIMBURSEMENT/POOL SUPPLY	\$16.81
RD05-00652	TICAN, FELICIA	Conf. Reimbursement for Felicia Tican	\$55.00
RD05-00651	MINDER, DENNIS	Conf. Reimbursement for Dennis Minder	\$55.00
RD05-00650	FRANCISCO, DAVID	Conf. Reimbursement for David Francisco	\$55.00
RD05-00649	BALTIERRA, JUANITA	Conf. Reimbursement for Juanita L. Balti	\$55.00
RD05-00645	PACIFIC TYPEWRITER & COMM INC.	Non-instructional repair	\$49.50
RD05-00643	LONG, MICHAEL	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$55.00
RD05-00642	MIKOLAJCZAK, MIKI	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$55.00
RD05-00641	RIGDON-TROUPE, ANNA	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$55.00
RD05-00640	KLUNDER, JAYNE	REIMBURSEMENT FOR COUNSELORS ATTENDING C	\$55.00
RD05-00639	ATI	INVOICE FOR ATI	\$9,576.00
RD05-00638	PACIFIC PARKING SYSTEMS, INC.	PERMIT DISPENSER MACHINE CLEANING EQUIPM	\$51.49
RD05-00637	WELLS FARGO #3317	OFFICE SUPPLIES	\$68.74
RD05-00636	DUNCAN, DENNIS	EMERGENCY TRAFFIC CONTROL SUPPLIES	\$37.50
RD05-00635	HAITBRINK ASPHALT PAVING, INC.	ASPHALT WORK	\$1,900.00
RD05-00634		NURSING PINNING CEREMONY	\$ .00
RD05-00633	CA ASSN OF COMMUNITY COLLEGES	STATE BUDGET WORKSHOP	\$75.00
RD05-00632			\$25.00
RD05-00631	SUN BADGE COMPANY	POLICE BADGE SUPPLIES	\$1,327.34
RD05-00630	TELSON, LISE S.	REIMBURSEMENT , CCCSSAA Drive-In Co	\$125.00
RD05-00629	RUMSEY, CATHY	Reimbursement for Department expense.	\$169.50
RD05-00628	RUMSEY, CATHY	Reimbursement for Department expense.	\$117.44
RD05-00627	TIJERAS SPORTSWEAR	Women's Golf uniforms	\$564.14
RD05-00626	HEWITT, WILLIAM	Staff Reimbursement	\$251.91
RD05-00625	LIPOLD, TONY	Conference Expenses	\$500.00
RD05-00624	SCHNEIDER, LEE	reimburse for shaving cream used in sens	\$21.33
RD05-00623	YANNI, NORMA	CONFERENCE FOR NORMA YANNI - NOV 2-5, 20	\$1,251.98
RD05-00622	LORCH, TEDDI	Law Conf - T. Lorch	\$ .00
RD05-00621	MC MULLEN, SEAN	Cash Advance Supplies	\$ .00
RD05-00620	ELLISON, RON	Cash Advance Supplies	\$ .00
RD05-00619	RYNNING, JAMES	Cash Advance Supplies	\$ .00
971387	OFFICE MAX	OFFICE SUPPLIES	\$339.32
RD05-00618	PRESCOTT HARDWARE/SHEET METAL	FABRICATE COVER	\$487.13
961953	OFFICE MAX	OFFICE SUPPLIES	\$92.17
RD05-00617			\$ .00
RD05-00616	HALL & FOREMAN, INC.	ADVANCE TECH/ED.PARK	\$1,630.00
RD05-00615	SILBERMAN, DONN	Consultant services for speed-of-light e	\$500.00
RD05-00614	WHITE, DENNIS W.	Reimbursement for Homeland Security supp	\$155.12
RD05-00613	GRAHAM, ESTER	Law Conf - E. Graham	\$ .00
RD05-00612	LORCH, TEDDI	Pihra District 14 Mtg - T. Lorch	\$39.75
RD05-00611	GRAHAM, ESTER	REIMBURSEMENT PIHRA mtg Graham	\$38.82
RD05-00610	DUNKEL BROS MACH MOVING INC.	Equipment move to AT102 from Mark Optics	\$750.00
RD05-00608	PACIFIC COACHWAYS	Bus for Field Trip	\$657.27
RD05-00609	MIFO COMMUNICATIONS	Website development for CACT	\$240.00

BOARD OF TRUSTEES CONFIRMING REQUISITION LISTING

v4.2

Req. #	Vendor Name	Description	Total Cost
RD05-00607	NEXTIRAONE, LLC	Phone Adds/Moves, 8/17 and 8/18, 2004	\$487.50
RD05-00606	ALL TECH SERVICE	AV Equip. Repair	\$250.00
RD05-00605	GRAHAM, ESTER	PIHRA 14th District Meeting - Graham	\$ .00
RD05-00604	PRIHAR, MICHAEL	Pay Invoice #04070	\$450.00
974882	OFFICE MAX	OFFICE SUPPLIES	\$275.63
974881	OFFICE MAX	OFFICE SUPPLIES	\$111.44
971587	OFFICE MAX	OFFICE SUPPLIES	\$1,153.58
971335	OFFICE MAX	OFFICE SUPPLIES	\$189.17
971145	OFFICE MAX	OFFICE SUPPLIES	\$58.84
RD05-00603			\$ .00
RD05-00602	BERK, BARBARA	School supply reimbursement	\$101.73
RD05-00601			\$ .00
RD05-00600			\$ .00
RD05-00599	YOSEMITE COMMUNITY COL. DIST.	CCC Registry Job Fairs 2005	\$2,420.00
RD05-00598	CAMACHO, TERESA	Conference for Teresa Camacho	\$680.02
RD05-00597	WELLS FARGO #2078	OR. CO. FORUM LUNCHEON 9-23-04	\$100.00
RD05-00596	PARRA, LORI	Conference for Lori Parra	\$680.02
RD05-00593	PRIHAR, MICHAEL	Arbitration - Sharon Diaz	\$450.00
RD05-00592	MILLER, BARRY	Reimbursement for TB Test	\$30.00
RD05-00591		Reimbursement for TB Test	\$30.00
RD05-00590	BALTIERRA, JUANITA	Conference for Juanita L. Baltierra	\$298.32
RD05-00589	RAWLINS, TONI	Reimbursement for fuel purchase	\$50.68
974571	OFFICE MAX	OFFICE SUPPLIES	\$245.59
RD05-00588	CASBO	Workshop-CASBO 1099 Reporting Concepts -	\$175.00
974570	OFFICE MAX	OFFICE SUPPLIES	\$166.90
974030	OFFICE MAX	OFFICE SUPPLIES	\$59.36
973535	OFFICE MAX	OFFICE SUPPLIES	\$112.50
RD05-00587	IVC BOOKSTORE	CARE Bookstore Billing	\$1,050.51
971367	OFFICE MAX	OFFICE SUPPLIES	\$430.16
RD05-00586	SCI MUSIC PRODUCTS	Visualizer Switch Box	\$117.00
RD05-00585	RANCHO SANTIAGO COM. COL. DIST	Workshop-Managing Federal Grants, Fiscal	\$150.00
RD05-00584	WELLS FARGO #4198	FLORAL ARRANGEMENT FOR 9/11 EVENT	\$261.83
RD05-00581	IVC BOOKSTORE	EOPS August Bookstore Billing	\$35,232.74
RD05-00580	BIKE LANE INC.	Emergency repair on spin bikes in fitness	\$78.23
RD05-00579	CONSORTIUM OF SO. CAL COLLEGES	Conference Registration for John Edwards	\$189.00
RD05-00578	ASCAP	ASCAP 2003 District Music License Fees	\$6,206.56
RD05-00577	DESHAZER, LARRY	REIMBURSEMENT CACT DIRECTORS MEETING	\$187.00
RD05-00576	WELLS FARGO #4198	student supplies	\$250.00
RD05-00574			\$ .00
RD05-00573	MARK IV PRINT COMMUNICATIONS	Wiring Kaplan classrooms	\$380.00
RD05-00572	ELLIS, TONY	Guest Artist Fees	\$700.00
RD05-00571	SHORO, NATASHA	REIMBURSEMENT-FALL 2004-ART 430 TICKET #	\$66.00
RD05-00570	PIPER, LINDSAY	Reimbursement	\$47.20
RD05-00569		Library computer software and data proce	\$ .00
RD05-00568			\$ .00
RD05-00567	JOHNSON, MICHELLE	Reimb.watch battery purchase	\$24.74
RD05-00564	COUTTS LIBRARY SERVICES, INC.	Library book per Tom Weisrock request	\$35.70
RD05-00563	TURNER, DIANE	Reimbursement D.Turner NCMPR Conference	\$828.90
RD05-00562	ORANGE CO. SCHOOL BOARD ASSOC.	OCSBA 9/29/04 DINNER MTG	\$37.00
RD05-00561	CHATILLON, ANN	Board of Trustee Photography for annual	\$247.25
RD05-00560	KRUHMIN, MARK	reimburse staff member for class materia	\$27.01
RD05-00559	SADDLEBACK COLLEGE BOOKSTORE	Saddleback Bookstore Billing/August 2004	\$407.56
RD05-00558	AMELOTTE, MARY	reimbursement for book purchase	\$166.19
RD05-00557	WELLS FARGO #2078	OR. CO. FORUM LUNCHEON 9-23-04	\$50.00

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\$225,870.79

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b> BOARD OF TRUSTEES	<b>ITEM:</b> 25
<b>FROM:</b> CHANCELLOR	<b>DATE:</b> 10/26/04
<b>SUBJECT:</b> SOCCCD: PAYMENT OF BILLS	
<b>REASON FOR BOARD CONSIDERATION:</b> 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. 0032737 through 033291 processed through Orange County Department of Education totaling \$4,941,141.29, Check Nos. 7992 through 8009 processed through Saddleback College Community Education totaling \$52,106.69, and Check Nos. 8043 through 8056 processed through Irvine Valley College Community Education totaling \$11,088.42 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.

<b>Item Submitted By:</b> Gary Poertner, Deputy Chancellor
<b>Item Reviewed By:</b> Dr. Raghu P. Mathur, Chancellor
<b>Final Disposition:</b> <span style="float: right;"><b>Vote :</b></span>

WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	032737	9/13/04	\$350.00	RANCHO CAPISTRA	350.00	01-5271-0-000-7-011-000-6610
O	032738	9/13/04	\$76,529.00	ACSIG/EDGE	485.90 76,043.10	01-3431-0-000-9-001-000-6770 01-3400-0-000-9-001-000-6770
O	032739	9/13/04	\$29,819.55	ACSIG/EDGE	213.75 29,605.80	01-3431-0-000-9-001-000-6770 01-3400-0-000-9-001-000-6770
O	032740	9/13/04	\$27,324.21	FORTIS BENEFITS	27,324.21	01-3400-0-000-9-001-000-6770
O	032741	9/13/04	\$2,817.80	HYATT LEGAL	2,817.80	01-3400-0-000-9-001-000-6770
O	032742	9/13/04	\$25,403.02	ING EMPLOYEE BE	25,403.02	01-3400-0-000-9-001-000-6770
O	032743	9/13/04	\$2,560.86	PACIFICARE BEHA	10.41 2,550.45	01-3431-0-000-9-001-000-6770 01-3400-0-000-9-001-000-6770
*O	032744	9/13/04	\$565,671.30	SISC III HEALTH	565,671.30	01-3400-0-000-9-001-000-6770
O	032745	9/13/04	\$1,940.50	UNUM LIFE INSUR	1,940.50	01-3400-0-000-9-001-000-6770
O	032746	9/13/04	\$7,966.42	ACSIG/EDGE	4,448.78 3,517.64	71-3410-0-000-9-000-000-5900 71-3430-0-000-9-000-000-6740
O	032747	9/13/04	\$3,101.56	ACSIG/EDGE	1,732.04 1,369.52	71-3410-0-000-9-000-000-5900 71-3430-0-000-9-000-000-6740
*O	032748	9/13/04	\$120,299.17	SISC III HEALTH	71,195.83 44,010.34 5,093.00	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	032749	9/14/04	\$18,369.04	UNION BANK OF C	18,369.04	01-3710-0-000-1-025-000-5900
O	032750	9/15/04	\$225.00	ROSEMARY ADDISO	225.00	01-5153-1-054-1-054-033-1203
O	032751	9/15/04	\$38.85	AT & T WIRELESS	38.85	01-5590-0-000-7-010-000-6610
O	032752	9/15/04	\$72.00	BALDY VIEW ROP	72.00	01-5153-1-054-1-054-033-1203
O	032753	9/15/04	\$235.00	DONNA BREED	235.00	01-5153-1-054-1-054-033-1203
O	032754	9/15/04	\$140.00	DONNA DAVIS	140.00	01-5153-1-054-1-054-033-1203
O	032755	9/15/04	\$270.00	LEORA DEBOER	270.00	01-5153-1-054-1-054-033-1203
O	032756	9/15/04	\$392.00	KIRSTEN GRIFFIN	392.00	01-5153-1-054-1-054-033-1203
O	032757	9/15/04	\$2,572.00	HEALTH ED CONSU	2,572.00	01-5153-1-054-1-054-033-1203
O	032758	9/15/04	\$204.00	CAROLYN LEE	204.00	01-5153-1-054-1-054-033-1203

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: \$5,698,448.77
		Expensed: \$2,307,321.37
		Invoiced: \$2,307,321.37

Account Number	Amount	Expensed	Yr
01-3400-0-000-9-001-000-6770	7,938,758.51	2,294,831.95	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	8,184.42	05
01-3410-0-000-4-001-000-4901	23,376.15	4,305.00	05

Description of Blanket Order

Estimate SISC PPO Benefits for  
 FY 2004/05  
 Fund 01

Requisition Total: \$8,005,770.14
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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
		<u>\$2,307,321.37</u>			

Approved by:

Date:

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
		Req. Cost: \$1,607,760.72
Vendor Code: 068309, SISC III HEALTH BENEFITS		Encumbered: \$1,128,213.00
Req. Info: Blue Shield (Retiree) Benefits FY 2		Expensed: \$479,547.72
		Invoiced: \$479,547.72

Account Number	Amount	Expensed	Yr
71-3410-0-000-9-000-000-5900	966,009.26	282,115.77	05
71-3430-0-000-9-000-000-6740	577,796.46	175,296.95	05
71-3431-0-000-9-000-000-6770	63,955.00	22,135.00	05

Description of Blanket Order

Blue Shield (Retiree) Benefits  
FY 2004/05

Requisition Total: \$1,607,760.72
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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
		\$479,547.72			

Approved by:

Date:



WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account

Sort: Sorted by Warrant #

Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	032759	9/15/04	\$1,195.89	SBC/MCI	890.61	01-5590-0-000-1-025-000-6570
					305.28	01-5590-0-000-7-010-000-6610
O	032760	9/15/04	\$691.71	SBC	356.02	01-5590-0-000-1-025-000-6570
					285.79	01-5590-0-000-4-025-082-6570
					49.90	01-5590-0-000-7-010-000-6610
O	032761	9/15/04	\$1,500.00	PARA TODOS	1,500.00	01-5810-2-021-1-026-000-6460
O	032762	9/15/04	\$2,615.67	PARKHOUSE TIRE,	2,615.67	01-4600-0-000-1-021-062-6772
O	032763	9/15/04	\$48.58	PBS VIDEO	48.58	01-4600-0-093-1-053-087-6120
O	032764	9/15/04	\$42.14	PETOWN	42.14	01-4300-0-000-1-056-008-0401
O	032765	9/15/04	\$1,854.80	PIP PRINTING	1,854.80	01-5811-0-000-1-038-076-6774
O	032766	9/15/04	\$5,292.98	PLUMBING & INDU	5,292.98	01-4600-0-000-1-021-080-6510
O	032767	9/15/04	\$299.00	PROGRESSIVE BUS	299.00	01-4600-0-000-4-021-080-6510
O	032768	9/15/04	\$40.00	PUBLIC ECONOMIC	40.00	01-5811-0-000-7-013-000-6610
O	032769	9/15/04	\$74.80	RALPHS GROCERY	74.80	01-4300-0-000-1-056-008-0401
O	032770	9/15/04	\$1,350.90	RANCHO CAPISTRA	1,350.90	01-5811-0-004-9-015-000-6780
O	032771	9/15/04	\$387.06	RECALL SECURE D	193.53	01-5811-0-000-1-030-000-6210
					193.53	01-5811-0-000-1-051-074-6310
O	032772	9/15/04	\$64.48	RICOH CORPORATI	64.48	01-5651-0-000-7-013-092-6773
O	032773	9/15/04	\$767.80	S & B FOODS	767.80	01-5271-2-094-1-050-000-6011
O	032774	9/15/04	\$219.20	SAFE NAVIGATION	131.52	01-4300-0-000-1-052-044-0959
					87.68	01-4344-0-000-1-052-044-0959
O	032775	9/15/04	\$462.50	VONS COMPANIES	462.50	01-4344-0-000-1-052-017-1306
O	032776	9/15/04	\$33,844.46	SAN DIEGO GAS &	33,844.46	01-5591-0-000-1-025-000-6570
O	032777	9/15/04	\$11,775.00	SO. CAL. GAS CO	11,775.00	01-5592-0-000-1-025-000-6570
O	032778	9/15/04	\$1,120.00	SOUTH COAST SAI	1,120.00	01-5814-0-000-1-052-044-0959
O	032779	9/15/04	\$192.57	STATER BROTHERS	192.57	01-4344-0-000-1-052-017-1306
O	032780	9/15/04	\$191.14	STERICYCLE	191.14	01-5511-0-000-4-021-080-6510
O	032781	9/15/04	\$224.69	SYSTEMS SOURCE,	224.69	01-6410-0-000-1-052-000-6011

WARRANT REGISTER LISTING

County Account (COUNTY ) - County Account

Sort: Sorted by Warrant #

Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	032782	9/15/04	\$2,085.68	TRAFFIC CONTROL	2,085.68	01-4600-1-050-1-034-089-6950
O	032783	9/15/04	\$238.93	UNILAB	238.93	01-5811-1-046-4-036-094-6440
O	032784	9/15/04	\$1,020.00	KENNETH D. VAN	1,020.00	01-5811-0-000-4-070-084-1005
O	032785	9/15/04	\$40.00	ANALISA VELIZ	40.00	01-5153-1-054-1-054-033-1203
O	032786	9/15/04	\$49.70	VERTEX STANDARD	49.70	01-5650-1-050-1-034-089-6950
O	032787	9/15/04	\$670.14	VWR INTERNATION	57.13	01-4300-0-000-1-056-008-0401
					565.17	01-4344-0-000-4-078-029-1914
					47.84	01-4300-0-093-1-056-010-1905
O	032788	9/15/04	\$590.00	VIDELLA WALLER	590.00	01-5153-1-054-1-054-033-1203
O	032789	9/15/04	\$158.75	WALTERS WHOLESA	158.75	01-4600-0-000-4-021-080-6510
O	032790	9/15/04	\$42.50	WARD'S NATURAL	42.50	01-4300-0-000-1-056-008-0401
O	032791	9/15/04	\$225.00	WARE DISPOSAL C	225.00	01-5620-0-000-7-013-092-6773
O	032792	9/15/04	\$47,456.90	WASATCH ENERGY	47,456.90	01-5592-0-000-1-025-000-6570
O	032793	9/15/04	\$32.16	W A X I E	32.16	01-4600-0-000-1-021-078-6530
O	032794	9/15/04	\$1,044.00	TOM WEISROCK	1,044.00	01-4600-0-093-1-053-087-6120
O	032795	9/15/04	\$220.00	WEST PUBLISHING	220.00	01-4200-0-000-1-050-042-1402
O	032796	9/15/04	\$914.81	WEST GROUP PAYM	914.81	01-4200-0-000-1-050-042-1402
O	032797	9/15/04	\$287.50	DOUGLAS WESTLAK	287.50	01-5650-0-000-1-055-046-1004
O	032798	9/15/04	\$72.00	LOLA WILDE	72.00	01-5153-1-054-1-054-033-1203
O	032799	9/15/04	\$140.00	JACK D. WILLIAM	140.00	01-5153-1-054-1-054-033-1203
O	032800	9/15/04	\$1,211.83	XEROX CORP.	80.61	01-5651-0-000-4-030-000-6210
					44.40	01-5651-1-024-4-035-075-6420
					47.08	01-5651-1-030-4-024-000-6320
					48.00	01-5811-0-000-1-021-080-6510
					34.00	01-5651-0-000-1-024-072-6499
					690.02	01-5620-0-000-7-013-090-6730
					187.44	01-5620-0-000-1-021-080-6510
					80.28	01-5651-0-000-1-054-033-1250
O	032801	9/15/04	\$80.00	LIZABETH S. ZUN	80.00	01-5153-1-054-1-054-033-1203
O	032802	9/15/04	\$79.38	RALPHS GROCERY	79.38	12-4710-0-000-1-026-067-6920

WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account

Sort: Sorted by Warrant #

Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	032803	9/15/04	\$30.01	XEROX CORP.	30.01	12-5651-0-000-4-036-067-6920
O	032804	9/15/04	\$79,978.50	VIDEOTAPE PRODU	79,978.50	40-6410-1-477-6-013-000-7100
O	032805	9/15/04	\$15.00	MELONIE BUCHANA	15.00	01-5820-0-000-7-013-090-6730
O	032806	9/15/04	\$10.00	MARK JOHNSON	10.00	01-5820-0-000-7-013-090-6730
O	032807	9/15/04	\$10.00	MAHROKH BOLOURC	10.00	01-5820-0-000-7-013-090-6730
O	032808	9/15/04	\$10.00	BRUCE SIHAVONA	10.00	01-5820-0-000-7-013-090-6730
O	032809	9/15/04	\$25.00	LEE HOOK	25.00	01-5820-0-000-7-013-090-6730
O	032810	9/15/04	\$25.00	EVELIA RAMIREZ	25.00	01-5820-0-000-7-013-090-6730
O	032811	9/15/04	\$10.00	BARBARA TURNQUI	10.00	01-5820-0-000-7-013-090-6730
O	032812	9/15/04	\$10.00	BEVERLY GANDALL	10.00	01-5820-0-000-7-013-090-6730
O	032813	9/15/04	\$62.34	ALLIED REFRIGER	62.34	01-4600-0-000-1-021-080-6510
O	032814	9/15/04	\$5,249.36	ANCORA	2,137.89	01-5840-0-000-1-030-000-6210
					3,111.47	01-5840-0-000-4-030-000-6210
O	032815	9/15/04	\$82.40	ANN CLINE STUDI	82.40	01-4344-0-000-1-054-022-1399
O	032816	9/15/04	\$599.00	APPLE COMPUTER	-46.42	01-9552- - - - -
					645.42	01-6411-1-006-4-042-000-6011
O	032817	9/15/04	\$235.10	SCOTT ARUNDALE	235.10	01-6411-1-006-1-052-011-0603
O	032818	9/15/04	\$26.50	ASSOCIATED COLL	-1.67	01-9552- - - - -
					28.17	01-4200-0-000-1-038-091-6710
O	032819	9/15/04	\$34,709.37	ATKINSON, ANDEL	34,431.87	01-5721-0-000-9-001-000-6610
					277.50	01-5721-0-000-9-001-000-6732
O	032820	9/15/04	\$641.00	AVENTURA SAILIN	641.00	01-5814-0-000-1-052-044-0959
O	032821	9/15/04	\$79.89	BAKER & TAYLOR	79.89	01-6300-0-000-1-053-087-6120
O	032822	9/15/04	\$962.21	BALCO INC.	962.21	01-4600-2-029-4-037-087-6120
O	032823	9/15/04	\$7,155.00	BLACKBOARD INC.	2,155.00	01-6412-0-000-7-015-000-6780
					5,000.00	01-5811-0-004-9-015-000-6780
O	032824	9/15/04	\$1,045.00	BRIDGES TRANSIT	1,045.00	01-5811-0-093-4-073-000-6011
O	032825	9/15/04	\$2,862.70	BUDDY'S ALL STA	2,862.70	01-4300-0-093-1-055-006-0835

WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	032826	9/15/04	\$106.48	JUDY BUFFONE	106.48	01-4344-0-000-1-054-022-1399
O	032827	9/15/04	\$161.63	CALIFORNIA AUTO	161.63	01-4300-0-000-1-052-007-0948
O	032828	9/15/04	\$429.39	CAL PRO SPORTS	429.39	01-4300-0-000-4-077-006-0835
O	032829	9/15/04	\$459.55	CAPISTRANO SEWI	459.55	01-4300-0-000-1-052-017-1303
O	032830	9/15/04	\$8.65	CAROLINA BIOLOG	8.65	01-4300-0-000-1-056-008-0401
O	032831	9/15/04	\$1,200.00	CCCEOPSA	1,200.00	01-5270-1-023-1-051-077-6430
O	032832	9/15/04	\$831.17	CDW GOVERNMENT,	831.17	01-6411-1-006-1-052-011-0603
O	032833	9/15/04	\$41.27	CENTRAL COMPUTE	41.27	01-6411-1-006-1-052-011-0603
O	032834	9/15/04	\$247.25	ANN CHATILLON	247.25	01-5825-0-000-7-010-000-6610
O	032835	9/15/04	\$816.28	CLARK SECURITY	816.28	01-4600-0-000-4-021-080-6510
O	032836	9/15/04	\$212.16	CLUB CAR, INC.	212.16	01-4600-0-000-1-021-062-6772
O	032837	9/15/04	\$61.22	TRACY DALY	61.22	01-5590-0-000-7-011-091-6710
O	032838	9/15/04	\$162.38	DANA POINT FUEL	162.38	01-4344-0-000-1-052-044-0959
O	032839	9/15/04	\$3,432.00	DANKA	3,432.00	01-5651-0-000-4-041-076-6774
O	032840	9/15/04	\$15,069.85	DELL MARKETING	2,713.62 1,095.88 11,260.35	01-6410-0-000-1-050-012-0799 01-6411-1-021-4-026-083-6460 01-6411-2-030-4-024-000-6320
O	032841	9/15/04	\$392.21	DISCOUNT LASER	392.21	01-4600-0-000-4-020-000-6620
O	032842	9/15/04	\$269.37	DOVE PROFESSION	269.37	01-4300-0-000-1-054-000-6011
O	032843	9/15/04	\$8,322.14	DUNN-EDWARDS CO	78.12 62.55 7,825.89 355.58	01-4344-0-000-1-055-005-1002 01-4600-0-000-1-021-080-6510 01-4600-0-000-1-021-079-6550 01-4600-0-000-4-021-078-6530
O	032844	9/15/04	\$283.60	FEDERAL EXPRESS	283.60	01-9221- - - - -
O	032845	9/15/04	\$33.30	FISHER SCIENTIF	33.30	01-4300-2-074-4-078-010-1905
O	032846	9/15/04	\$64.65	FOOD SYSTEMS, I	64.65	01-5271-2-034-7-013-090-6760
O	032847	9/15/04	\$315.03	FREEWAY AUTO SU	315.03	01-4600-0-000-1-021-062-6772
O	032848	9/15/04	\$77.05	ESTER GRAHAM	77.05	01-5270-0-000-7-013-090-6730

WARRANT REGISTER LISTING

Account (COUNTY ) - County Account
Sort: Sorted by Warrant #
Selection: Between #032737 and 033291

Table with columns: S, Check #, Check Dt, Check Amt, Company Name, Acct Amount, Account #. Contains multiple rows of check data including entries for MAGNA PUBLICATI, OFFICE MAX, NAEYC REGISTRAT, AMERICAN GEOTEC, BANNERSANDSIGN, BEST ROOFING CO, CHEVRON ENERGY, CPS SECURITY SO, HALL & FOREMAN, MC MAHON STEEL, M. E. NOLLKAMPE, OVERLAND CONSTR, and PORTOSAN COMPAN.

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: \$318,776.56
		Expensed: \$301,303.44
		Invoiced: \$301,303.44

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	253,342.08	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
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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
		<u>\$301,303.44</u>			

Approved by:

Date:

Blanket Purchase Order Requisition

Requisition #: RB05-00836      PO #P05-01326      Status: Complete  
Requisitioner: GSTEVENSON/5255/F&M      Req. Date: 9/02/04 (2005)  
Order Site: IMNT, IVC Maintenance & Operation      Room: A553  
Vendor Code: 068847, CHEVRON ENERGY SOLUTIONS C      Req. Cost: \$809,659.80  
Req. Info: CONTRACT IMPLEMENTATION      Encumbered:  
Expensed: \$809,659.80  
Invoiced: \$809,659.80

Account Number	Amount	Expensed	Yr
40-6220-1-476-4-021-000-7100	809,659.80	809,659.80	05

Description of Blanket Order

CONTRACT PAYMENT PERSUANT TO CONTRACT.  
CAMPUS RETRO-FIT ENERGY PROJECT

INVOICE #2004071RV . . . . \$809,659.80

Requisition Total: \$809,659.80
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Approved by:

Date:



Requisition History Notepad

I have reviewed the schedule of values for payment=OK to pay....Walt

Requisition Invoice History

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Amount</u>	<u>Date</u>	<u>Check #</u>	<u>Paid Dt</u>
CHEVRON ENERGY	2004071RV	\$809,659.80	7/27/04	032857	9/15/04

Approved by:

Date:

WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	032864	9/15/04	\$1,861.00	PRECISION COMPA	1,861.00	40-6220-1-477-6-013-000-7100
O	032865	9/15/04	\$30,249.83	STRATUS	30,249.83	40-6226-1-492-6-013-081-7100
O	032866	9/15/04	\$13,730.00	UCMI, INC.	13,730.00	40-6224-1-477-6-013-000-7100
O	032867	9/15/04	\$5,127.80	WARE DISPOSAL C	5,127.80	40-6220-1-477-6-013-000-7100
O	032868	9/16/04	\$21.00	CHERYL CLAVEL	21.00	01-5269-0-000-7-013-000-6610
O	032869	9/16/04	\$659.43	GALE SUPPLY COM	659.43	01-4600-0-000-1-021-078-6530
O	032870	9/16/04	\$61.36	GALLS /L.B. UNI	61.36	01-4600-1-050-4-034-089-6950
O	032871	9/16/04	\$452.62	GOLF VENTURES W	452.62	01-4600-0-000-1-021-062-6772
O	032872	9/16/04	\$974.13	W. W. GRAINGER	724.90	01-6410-0-000-7-013-092-6773
			-		249.23	01-4600-0-000-1-021-080-6510
O	032873	9/16/04	\$266.62	GRAND ELECTRIC	266.62	01-4600-0-000-1-021-080-6510
O	032874	9/16/04	\$8,068.18	JOANNE GRAY	8,068.18	01-5153-1-054-1-054-033-1203
O	032875	9/16/04	\$59.00	HARVARD MENTAL	59.00	01-4200-0-000-1-051-074-6310
O	032876	9/16/04	\$44.18	CHRIS HOGSTEDT	44.18	01-4600-1-046-4-036-094-6440
O	032877	9/16/04	\$408.92	HOME DEPOT CRED	18.20	01-4300-0-000-1-056-050-1914
					410.79	01-4600-0-000-1-021-080-6510
					205.39	01-4600-0-000-1-021-079-6550
					-225.46	01-4600-0-000-1-052-035-0109
O	032878	9/16/04	\$385.22	HOUSE OF BATTER	385.22	01-4600-0-000-4-021-080-6510
O	032879	9/16/04	\$581.82	IMAGISTICS INTE	348.00	01-5811-0-000-7-013-090-6730
					233.82	01-4600-0-000-1-030-000-6210
O	032880	9/16/04	\$63.39	IRVINE PIPE & S	63.39	01-4600-0-000-4-021-080-6510
O	032881	9/16/04	\$1,141.07	JEFF'S SPORTING	1,141.07	01-4300-0-000-4-077-006-0835
O	032882	9/16/04	\$40.88	BICHTUYEN JENSE	40.88	01-5269-0-000-7-013-090-6730
O	032883	9/16/04	\$146.16	JOHNSTONE SUPPL	146.16	01-4600-0-000-1-021-080-6510
O	032884	9/16/04	\$155.00	JOURNAL OF CHEM	155.00	01-4200-0-000-1-056-000-6011
O	032885	9/16/04	\$615.00	JOYCE INSPECTIO	615.00	01-6224-0-000-4-025-068-6599
O	032886	9/16/04	\$413,000.00	PROTECTED INSUR	413,000.00	01-3600-0-000-9-001-000-6770

Blanket Purchase Order Requisition

Requisition #: RB05-00414	PO #P05-00360	Status: Paid Partial
Requisitioner: ADonovan, 4901, Bus. Serv.		Req. Date: 6/29/04 (2005)
Order Site: SLIB, SC Library		Room: 318
Vendor Code: 011202, KEENAN & ASSOCIATES		Req. Cost: \$1,652,000.00
Req. Info: Protected Insurance Program for Sch		Encumbered: \$826,000.00
		Expensed: \$826,000.00
		Invoiced: \$826,000.00

Account Number	Amount	Expensed	Yr
01-3600-0-000-9-001-000-6770	1,652,000.00	826,000.00	05

Description of Blanket Order

Protected Insurance Program for Schools  
 PIPS0011701  
 7/1/04 - 7/1/05 Workers Compensation  
 \$70,000,000 x \$2.36/\$100.00 - \$1,652,000

Contributions are due in advance on a  
 quarterly basis as follows:  
 07/01/04-Invoice 37732 - \$413,000.00  
 10/01/04-Invoice 37733 - \$413,000.00  
 01/01/05-Invoice 37734 - \$413,000.00  
 04/01/05-Invoice 37735 - \$413,000.00

Requisition Total: \$1,652,000.00
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Approved by:

Date:

Requisition History Notepad

Protected Insurance Program for Schools  
c/o Keenan & Associates  
P.O. Box 4328  
Torrance, CA 90510

Requisition Invoice History

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Amount</u>	<u>Date</u>	<u>Check #</u>	<u>Paid Dt</u>
KEENAN & ASSOC	37735	\$413,000.00	6/25/04	030621	7/01/04
KEENAN & ASSOC	37733	\$413,000.00	6/25/04	032886	9/16/04
		\$826,000.00			

Approved by:

Date:

WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	032887	9/16/04	\$144.50	KIDS KLUB IRVIN	144.50	01-7600-1-022-4-035-077-6310
O	032888	9/16/04	\$176.00	KINDER CARE	176.00	01-7600-1-022-4-035-077-6310
O	032889	9/16/04	\$1,250.00	L.A. TIMES	1,250.00	01-5811-2-021-1-026-000-6460
O	032890	9/16/04	\$2,500.00	L.A. TIMES	2,500.00	01-5830-0-000-1-055-084-6891
O	032891	9/16/04	\$360.84	LAB SAFETY SUPP	386.30	01-4344-0-000-1-055-005-1002
					-25.46	01-9552- - - - -
O	032892	9/16/04	\$430.23	LABCORP	430.23	01-5811-1-046-1-024-094-6440
O	032893	9/16/04	\$437.48	LAPES ATHLETIC	437.48	01-4300-0-093-1-055-006-0835
O	032894	9/16/04	\$4,035.00	LEISURE WORLD P	4,035.00	01-4344-0-000-1-054-022-1399
O	032895	9/16/04	\$2,000.00	CHENG-HSIN LIU	2,000.00	01-5811-2-094-1-050-000-6011
O	032896	9/16/04	\$707.84	LOOMIS ARMORED	707.84	01-5825-0-000-9-013-000-6610
O	032897	9/16/04	\$750.00	L VH ENTERTAINME	750.00	01-9510- - - - -
O	032898	9/16/04	\$14,850.00	MACIAS, GINI &	14,850.00	01-5707-0-000-9-001-000-6720
O	032899	9/16/04	\$21.54	KARA MAHOTKA-PA	21.54	01-4344-0-000-1-054-022-1399
O	032900	9/16/04	\$3,630.83	CHRISTOPHER MAT	3,630.83	01-6120-0-000-4-025-068-6599
O	032901	9/16/04	\$69.69	ROBIN MC CAULEY	69.69	01-9510- - - - -
O	032902	9/16/04	\$624.50	MC KESSON GENER	567.09	01-4300-2-074-4-077-006-0835
					57.41	01-4600-1-046-1-024-094-6440
O	032903	9/16/04	\$41.75	MCMASTER CARR	41.75	01-4300-0-093-1-056-010-1905
O	032904	9/16/04	\$3,491.10	MISSION PRINTIN	3,491.10	01-5810-2-021-1-026-000-6460
O	032905	9/16/04	\$32.33	MISSION TIRE CE	32.33	01-4600-0-000-1-021-062-6772
O	032906	9/16/04	\$25.00	MOBILE MODULAR	25.00	01-5811-0-000-4-025-068-6599
O	032907	9/16/04	\$21.54	KEVIN MOWRY	21.54	01-4600-0-000-1-055-000-6011
O	032908	9/16/04	\$200.00	MULBERRY CHILDC	200.00	01-7600-1-023-4-035-077-6430
O	032909	9/16/04	\$540.61	BRIAN MURPHY	540.61	01-4300-0-000-1-055-046-1004
O	032910	9/16/04	\$93.75	NEXTIRAONE, LLC	93.75	01-5590-0-000-1-025-000-6570

WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	032911	9/16/04	\$112.50	NIAGARA DRINKIN	112.50	01-5811-0-000-4-025-000-6599
O	032912	9/16/04	\$11,954.54	MARY O'CONNOR	7,454.54	01-5153-1-005-1-054-000-6011
					4,500.00	01-5153-1-091-1-054-033-1203
O	032913	9/16/04	\$684.00	OAK CREEK CHILD	684.00	01-7600-1-023-4-035-077-6430
O	032914	9/16/04	\$2,996.16	ORANGE COUNTY R	2,996.16	01-5830-0-000-4-020-091-6710
O	032915	9/16/04	\$134.88	ORANGE COUNTY R	134.88	01-5830-0-000-4-020-091-6710
O	032916	9/16/04	\$269.76	ORANGE COUNTY R	269.76	01-5830-0-000-4-020-091-6710
O	032917	9/16/04	\$225.22	ORANGE COUNTY R	225.22	01-5830-0-000-4-020-091-6710
O	032918	9/16/04	\$1,402.88	ORANGE COUNTY R	1,402.88	01-5830-0-000-4-020-091-6710
O	032919	9/16/04	\$40.00	OVERNIGHT NUMBE	8.22	01-5811-0-000-1-038-076-6774
					31.78	01-9510- - - - -
O	032920	9/16/04	\$95,433.38	GMF SOUND, INC.	95,433.38	40-6410-1-477-6-013-000-7100
O	032921	9/16/04	\$37,480.21	GMF SOUND, INC.	37,480.21	40-6410-1-477-6-013-000-7100
O	032922	9/17/04	\$24,358.00	MODERN POSTCARD	8,000.00	01-5810-1-021-4-026-083-6460
					16,358.00	01-5840-1-021-4-026-083-6460
O	032923	9/23/04	\$152.24	TRACY DALY	152.24	01-5269-0-000-7-011-091-6710
O	032924	9/23/04	\$504.90	G. NEIL DIRECT	-36.10	01-9552- - - - -
					541.00	01-4600-0-000-7-010-000-6610
O	032925	9/23/04	\$671.48	GALLS /L.B. UNI	348.68	01-4600-0-000-1-034-000-6771
					322.80	01-4600-1-050-4-034-089-6950
O	032926	9/23/04	\$105.60	GANDER-PRINTCO	105.60	01-4600-0-000-7-010-000-6610
O	032927	9/23/04	\$119.85	JIM GASTON	119.85	01-5812-0-000-7-015-000-6780
O	032928	9/23/04	\$128.87	GIANT CO2	128.87	01-4600-0-000-1-021-081-6550
O	032929	9/23/04	\$54.76	GOLF VENTURES W	54.76	01-4600-0-000-1-021-062-6772
O	032930	9/23/04	\$1,200.00	JOANNE GRAY	1,200.00	01-5153-1-003-1-054-033-1203
O	032931	9/23/04	\$1,875.96	HEWITT & O'NEIL	1,875.96	01-5721-0-000-6-016-000-6610
O	032932	9/23/04	\$756.61	HOME DEPOT CRED	164.11	01-4300-0-000-1-056-050-1914
					74.00	01-4344-0-000-4-070-005-1002
					7.62	01-4600-0-000-1-052-035-0109

WARRANT REGISTER LISTING

County Account (COUNTY ) - County Account  
Sort: Sorted by Warrant #  
Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
					168.97	01-4600-0-000-4-021-079-6550
					341.91	01-4600-0-000-4-021-080-6510
O	032933	9/23/04	\$7.50	SENIYE MARGARET	7.50	01-5269-0-000-1-054-033-1203
O	032934	9/23/04	\$225.00	IACLEA	225.00	01-5374-1-050-1-034-089-6950
O	032935	9/23/04	\$456.96	IES/ILS	456.96	01-4600-0-000-1-021-080-6510
O	032936	9/23/04	\$119.01	IMAGISTICS INTE	86.21	01-5620-0-000-7-013-064-6720
					52.80	01-5620-0-000-7-013-092-6773
O	032937	9/23/04	\$82.69	IRVINE PIPE & S	82.69	01-4600-0-000-4-021-080-6510
O	032938	9/23/04	\$1,420.90	IRVINE RANCH WA	1,217.92	01-5321-0-000-4-025-082-6570
					202.98	01-5821-0-000-4-025-082-6570
O	032939	9/23/04	\$12,377.02	ISLAND PROMOTIO	12,377.02	01-7600-1-023-1-051-077-6430
O	032940	9/23/04	\$35,232.74	IRVINE VALLEY C	35,232.74	01-7600-1-023-4-035-077-6430
O	032941	9/23/04	\$1,050.51	IRVINE VALLEY C	1,050.51	01-7600-1-022-4-035-077-6310
O	032942	9/23/04	\$195.00	IVC CHILD DEVEL	195.00	01-7600-1-022-4-035-077-6310
O	032943	9/23/04	\$1,638.96	JEFF'S SPORTING	1,638.96	01-4300-0-093-1-055-006-0835
O	032944	9/23/04	\$9,950.00	JHTM & ASSOCIAT	9,950.00	01-5811-0-000-6-016-000-6610
O	032945	9/23/04	\$24.74	MICHELLE JOHNSO	24.74	01-4600-1-024-1-051-075-6420
O	032946	9/23/04	\$9.00	DEBRA KERR	9.00	01-5269-0-000-1-055-006-0835
O	032947	9/23/04	\$119.85	TAMARA KING	119.85	01-5812-0-000-7-015-000-6780
O	032948	9/23/04	\$27.01	MARK KRUHMIN	27.01	01-4300-0-000-1-052-011-0601
O	032949	9/23/04	\$39.58	L & N UNIFORM S	21.99	01-4600-0-000-1-021-062-6772
					17.59	01-4600-0-000-1-021-080-6510
O	032950	9/23/04	\$185.64	L.A. TIMES	185.64	01-5830-2-021-4-026-083-6460
O	032951	9/23/04	\$185.64	L.A. TIMES	185.64	01-5830-2-021-4-026-083-6460
O	032952	9/23/04	\$185.64	L. A. TIMES	185.64	01-5830-2-021-4-026-083-6460
O	032953	9/23/04	\$4,212.50	LIEBERT CASSIDY	1,792.50	01-5721-0-000-9-001-000-6610
					68.00	01-5811-0-000-7-013-064-6720
					2,352.00	01-5721-0-000-9-001-000-6732

WARRANT REGISTER LISTING

Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	032954	9/23/04	\$41.62	ERIN MARSHALL	41.62	01-5269-0-000-7-011-091-6710
O	032955	9/23/04	\$377.04	BOB MARTIN CO.	377.04	01-4344-0-000-1-055-005-1002
O	032956	9/23/04	\$181.58	J. F. McCAUGHIN	181.58	01-4344-0-000-1-055-005-1002
O	032957	9/23/04	\$1,577.46	MC KESSON GENER	16.08	01-4344-0-000-1-054-000-6011
					199.80	01-4344-0-000-1-054-033-1208
					552.27	01-4300-2-074-4-076-008-0401
					62.19	01-4600-1-046-4-036-094-6440
					747.12	01-4600-1-046-1-024-094-6440
O	032958	9/23/04	\$5,043.00	MEDCO SUPPLY CO	5,433.82	01-4300-0-000-1-055-006-0835
					-390.82	01-9552- - - - -
O	032959	9/23/04	\$240.00	MIFO COMMUNICAT	240.00	01-5811-1-039-4-020-000-6011
O	032960	9/23/04	\$39.95	MARCIA MILCHIKE	39.95	01-5811-0-000-7-010-000-6610
O	032961	9/23/04	\$6,614.40	MOULTON-NIGUEL	6,614.40	01-5593-0-000-1-025-000-6570
O	032962	9/23/04	\$146.00	MULBERRY CHILDC	146.00	01-7600-1-022-4-035-077-6310
O	032963	9/23/04	\$103,611.83	CITY NATIONAL B	103,611.83	01-7100-0-000-1-025-000-6570
O	032964	9/23/04	\$900.00	NEXTIRAONE, LLC	412.50	01-5590-0-000-1-025-000-6570
					487.50	01-5590-0-000-4-025-082-6570
O	032965	9/23/04	\$360.00	NIAGARA DRINKIN	360.00	01-4600-0-000-1-025-000-6570
O	032966	9/23/04	\$15.00	JANINE O'BUCHON	15.00	01-5269-0-000-1-054-033-1203
O	032967	9/23/04	\$2,140.00	ORANGE CO. AUDI	2,140.00	01-5811-1-050-4-034-089-6950
O	032968	9/23/04	\$1,180.00	ORANGE CO. AUDI	1,180.00	01-5811-1-050-1-034-089-6950
O	032969	9/23/04	\$112.61	ORANGE COUNTY R	112.61	01-5830-2-021-4-026-083-6460
O	032970	9/23/04	\$134.88	ORANGE COUNTY R	134.88	01-5830-2-021-4-026-083-6460
O	032971	9/23/04	\$134.88	ORANGE COUNTY R	134.88	01-5830-2-021-4-026-083-6460
O	032972	9/23/04	\$112.61	ORANGE COUNTY R	112.61	01-5830-2-021-4-026-083-6460
O	032973	9/23/04	\$112.61	ORANGE COUNTY R	112.61	01-5830-2-021-4-026-083-6460
O	032974	9/23/04	\$1,356.48	ORANGE COUNTY R	1,356.48	01-5830-0-000-9-013-092-6773
O	032975	9/23/04	\$1,919.85	OCE-USA, INC.	1,701.66	01-5651-0-000-4-041-076-6774
					218.19	01-5651-0-000-4-041-061-6110



Blanket Purchase Order Requisition

Requisition #: RB05-00343	PO #P05-00166	Status: Paid Partial
Requisitioner: FISCAL/C. HILTON/4872		Req. Date: 6/21/04 (2005)
Order Site: SAGB, SC Administr & Governance B		Room: 132
Vendor Code: 031650, MUNICIPAL FINANCE CORP..		Req. Cost: \$414,447.32
Req. Info: Debt payment for SC COGEN Plant		Encumbered: \$207,223.66
		Expensed: \$207,223.66
		Invoiced: \$207,223.66

Account Number	Amount	Expensed	Yr
01-7100-0-000-1-025-000-6570	414,447.32	207,223.66	05

Description of Blanket Order

BLANKET PURCHASE ORDER TO SC COGEN PLANT FOR QUARTERLY PAYMENTS FOR THE 2004-2005 FISCAL YEAR FOR KINETIC MECHICAL RETROFIT AND ENERGY MANAGEMENT PROJECT #02-085-AF-01. QUARTERLY PAYMENTS OF \$103,611.83 TO BE MADE ON THE FOLLOWING DATES:

08/05/04  
 11/05/04  
 02/05/05  
 05/05/05

NOT TO EXCEED.....\$414,447.32

Requisition Total: \$414,447.32
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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>
MUNICIPAL FINA	02-085-AF-01 6/15/4	\$103,611.83	6/15/04	031046	7/09/04
MUNICIPAL FINA	02-085-AF-01 9/15/04	\$103,611.83	9/15/04	032963	9/23/04
		\$207,223.66			

Approved by:

Date:

Requisition #RB05-00343

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10/08/04

WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	032976	9/23/04	\$125.54	OCLC, INC.	125.54	01-5811-2-035-4-037-087-6120
O	032977	9/23/04	\$77.43	ORCHARD SUPPLY	77.43	01-4600-0-000-7-013-092-6773
O	032978	9/23/04	\$410.00	ORKIN EXTERMINA	410.00	01-5811-0-000-1-021-080-6510
O	032979	9/23/04	\$76.50	TAMERA RICE	76.50	01-5269-0-000-1-054-033-1203
O	032980	9/23/04	\$90.00	ORKIN EXTERMINA	90.00	12-5811-0-000-4-036-067-6920
O	032981	9/23/04	\$3,750.00	GKK CORPORATION	3,750.00	40-6226-1-420-1-021-000-7100
O	032982	9/23/04	\$169.28	GMF SOUND, INC.	169.28	40-6410-1-477-6-013-000-7100
O	032983	9/23/04	\$3,500.00	KEENAN & ASSOCI	3,500.00	68-5811-0-000-7-013-000-6750
O	032984	9/23/04	\$244.39	SO. ORANGE CO.	244.39	68-5899-0-000-7-013-000-6750
O	032985	9/23/04	\$25.00	SHOLEH ALIZADEH	25.00	01-5820-0-000-7-013-090-6730
O	032986	9/23/04	\$25.00	JORGE FERNANDEZ	25.00	01-5820-0-000-7-013-090-6730
O	032987	9/23/04	\$15.00	DONNA HOWING	15.00	01-5820-0-000-7-013-090-6730
O	032988	9/23/04	\$25.00	MIROSLAVA MANCH	25.00	01-5820-0-000-7-013-090-6730
O	032989	9/23/04	\$349.00	A. B. DICK COMP	349.00	01-5650-0-000-1-052-030-1030
O	032990	9/23/04	\$1,294.97	AA SCREEN SUPPL	1,102.60	01-4300-0-000-1-052-030-1030
					192.37	01-6410-0-000-1-052-030-1030
O	032991	9/23/04	\$3,602.34	ADCLUB ADVERTIS	3,602.34	01-5830-0-000-9-013-090-6730
O	032992	9/23/04	\$250.00	ALL TECH SERVIC	250.00	01-5650-0-000-1-052-061-6130
O	032993	9/23/04	\$1,251.72	AMTECH RELIABLE	1,251.72	01-5811-0-000-1-021-080-6510
O	032994	9/23/04	\$1,500.00	ANAHEIM FIRST C	1,500.00	01-5620-1-054-1-054-033-1203
O	032995	9/23/04	\$381.32	ANCORA	381.32	01-5840-0-000-1-030-000-6210
O	032996	9/23/04	\$398.00	APPLE COMPUTER	-30.84	01-9552- - - - -
					428.84	01-6411-1-006-4-042-000-6011
O	032997	9/23/04	\$3,202.50	ARCHER PROPERTI	3,202.50	01-5620-0-000-7-013-092-6773
O	032998	9/23/04	\$812.30	B & H PHOTO	870.60	01-4344-0-000-1-055-005-1011
					-58.30	01-9552- - - - -
O	032999	9/23/04	\$50.00	JESSICA BARNES	50.00	01-5173-0-000-1-055-084-6891

WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	033000	9/23/04	\$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
O	033001	9/23/04	\$78.23	THE BIKE LANE I	78.23	01-5650-0-000-1-055-049-0835
O	033002	9/23/04	\$313.58	BSN SPORTS	313.58	01-4300-0-000-4-077-049-0835
O	033003	9/23/04	\$2,739.86	CAL PRO SPORTS	1,649.13	01-4300-0-000-4-077-006-0835 1,090.73 01-4300-0-093-1-055-006-0835
O	033004	9/23/04	\$148.27	CAPISTRANO SEWI	148.27	01-4344-0-000-1-052-017-1303
O	033005	9/23/04	\$68.88	CAROLINA BIOLOG	68.88	01-4300-0-000-1-052-026-1901
O	033006	9/23/04	\$175.00	CASBO	175.00	01-5270-0-000-7-013-064-6720
O	033007	9/23/04	\$449.00	CBA PRODUCTIONS	449.00	01-5830-0-000-4-020-091-6710
O	033008	9/23/04	\$295.00	CCCAOE	295.00	01-5270-1-006-4-042-000-6011
O	033009	9/23/04	\$104.25	CHEAP JOE'S ART	111.40	01-4344-0-000-1-054-022-1399 -7.15 01-9552- - - - -
O	033010	9/23/04	\$864.96	CLARION HOTEL	864.96	01-5270-1-023-1-051-077-6430
O	033011	9/23/04	\$352.46	CLARK SECURITY	177.88	01-4600-0-000-1-021-080-6510 231.04 01-4600-0-000-4-021-080-6510 -56.46 01-4600-0-000-6-016-000-6610
O	033012	9/23/04	\$160.28	CONSOLIDATED EL	160.28	01-4600-0-000-1-021-080-6510
O	033013	9/23/04	\$122.84	CONSOLIDATED EL	122.84	01-4600-0-000-4-021-080-6510
O	033014	9/23/04	\$189.00	CONSORTIUM OF S	189.00	01-5270-0-000-4-030-000-6210
O	033015	9/23/04	\$12.51	CONSUMERS PIPE	7.58	01-6410-0-000-1-021-079-6550 4.93 01-4600-0-000-1-021-080-6510
O	033016	9/23/04	\$275.36	THE CONTENTI CO	295.24	01-4344-0-000-1-054-022-1399 -19.88 01-9552- - - - -
O	033017	9/23/04	\$1,367.35	COOK EQUIPMENT	867.35	01-5650-0-000-1-021-062-6772 500.00 01-5811-0-000-1-021-062-6772
O	033018	9/23/04	\$35.70	COUTTS LIBRARY	35.70	01-6300-0-000-1-053-087-6120
O	033019	9/23/04	\$85.00	CROWN VALLEY SE	85.00	01-5620-0-000-7-011-000-6610
O	033020	9/23/04	\$175.75	TRACY DALY	175.75	01-5270-0-000-7-011-091-6710

WARRANT REGISTER LISTING

Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	033021	9/23/04	\$870.38	DANKA	870.38	01-5651-0-000-1-052-061-0799
O	033022	9/23/04	\$2,780.00	GOODWILL INDUST	2,780.00	01-5811-1-024-1-051-075-4930
O	033023	9/23/04	\$1,266.00	DEPARTMENT OF J	1,266.00	01-5820-0-000-7-013-090-6730
O	033024	9/23/04	\$750.00	DUNKEL BROTHERS	750.00	01-5811-1-039-4-020-000-6011
O	033025	9/23/04	\$162.85	EMERGENCY MEDIC	162.85	01-4344-0-000-1-054-033-1250
O	033026	9/23/04	\$954.91	FEDERAL EXPRESS	348.91	01-5840-1-054-1-054-033-1203
					559.98	01-9221- - - - -
					46.02	01-5840-1-091-1-054-033-1203
O	033027	9/23/04	\$111.49	FORESTRY SUPPLI	119.46	01-4300-0-000-1-052-035-0109
					-7.97	01-9552- - - - -
O	033028	9/23/04	\$42.98	FREEWAY AUTO SU	42.98	01-4600-0-000-1-021-062-6772
O	033029	9/23/04	\$30.00	BARRY MILLER	30.00	01-5820-0-000-7-013-090-6730
O	033030	9/23/04	\$37.00	ORANGE CO. SCHO	37.00	01-5270-0-000-7-010-000-6610
O	033031	9/23/04	\$3,377.60	OFFICE MAX	74.52	01-4300-0-000-1-056-000-6011
					21.23	01-4300-0-000-4-070-055-1506
					20.82	01-4344-0-000-1-052-017-1303
					237.05	01-4300-2-074-4-078-010-1905
					100.00	01-4300-2-074-4-078-029-1914
					38.79	01-4600-0-000-4-022-000-6620
					176.20	01-4600-0-000-4-037-087-6120
					641.96	01-4600-0-000-1-030-000-6210
					400.99	01-4600-1-024-1-051-075-6420
					502.13	01-4600-0-000-4-081-000-6011
					568.42	01-4600-1-030-1-051-096-6320
					595.49	01-4600-0-000-1-053-041-0602
O	033032	9/23/04	\$2,054.48	OFFICE MAX	251.11	01-4344-0-000-1-052-017-1303
					300.43	01-6410-0-000-1-025-000-6799
					265.19	01-4600-0-000-1-022-000-6620
					34.16	01-4600-0-000-4-022-000-6620
					-51.64	01-4600-0-000-4-024-000-6620
					413.95	01-4600-1-050-4-034-089-6950
					31.04	01-4600-0-000-4-070-000-6011
					245.59	01-4600-0-000-4-022-000-6498
					166.90	01-4600-0-000-4-023-000-6030
					112.50	01-4600-0-000-4-080-000-6011
					285.25	01-4600-0-000-9-000-000-0000
O	033033	9/23/04	\$150.00	CRD, REGION IX	150.00	01-5270-0-000-7-013-064-6720

WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account

Sort: Sorted by Warrant #

Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	033034	9/23/04	\$65.00	REGION VIII EOP	65.00	01-5270-1-022-4-035-077-6310
O	033035	9/23/04	\$283.00	SHELTER POINT H	283.00	01-5270-0-000-1-055-006-0835
O	033036	9/23/04	\$50.00	RACHEL VETETO	50.00	01-5173-0-000-1-055-084-6891
O	033037	9/23/04	\$34.41	ALTA DENA CERTI	34.41	12-4710-0-000-1-026-067-6920
O	033038	9/23/04	\$64.00	BAY ALARM COMPA	64.00	12-5811-0-000-1-026-067-6920
O	033039	9/23/04	\$38.00	EXCHANGE	38.00	12-4200-0-000-4-036-067-6920
O	033040	9/23/04	\$10,046.00	B & P SERVICES,	10,046.00	40-6120-0-487-7-015-000-6780
O	033041	9/23/04	\$39.87	BURST COMMUNICA	39.87	40-6410-1-477-6-013-000-7100
O	033042	9/23/04	\$6,983.50	CDW GOVERNMENT,	6,983.50	40-6410-1-477-6-013-000-7100
O	033043	9/23/04	\$3,405.76	HALL & FOREMAN,	3,405.76	40-6225-1-492-6-013-081-7100
O	033044	9/23/04	\$167.55	AT&T WIRELESS	167.55	01-5590-0-000-4-025-082-6570
O	033045	9/23/04	\$50.00	KIMBERLY FRANCI	50.00	01-5153-1-054-1-054-033-1203
O	033046	9/23/04	\$3,559.65	SBC/MCI	3,501.25	01-5590-0-000-1-025-000-6570
					57.75	01-5590-0-000-7-010-000-6610
					0.65	01-5590-0-000-6-016-000-6610
O	033047	9/23/04	\$355.11	SBC/MCI	355.11	01-5590-0-000-1-025-000-6570
O	033048	9/23/04	\$397.79	SBC/MCI	397.79	01-5590-0-000-1-025-000-6570
O	033049	9/23/04	\$306.55	SBC/MCI	306.55	01-5590-0-000-1-025-000-6570
O	033050	9/23/04	\$588.18	SBC/MCI	588.18	01-5590-0-000-1-025-000-6570
O	033051	9/23/04	\$520.73	SBC/MCI	520.73	01-5590-0-000-1-025-000-6570
O	033052	9/23/04	\$2,455.26	SBC/MCI	2,455.26	01-5590-0-000-1-025-000-6570
O	033053	9/23/04	\$924.28	SBC/MCI	856.57	01-5590-0-000-1-025-000-6570
					67.71	01-5590-0-000-4-025-082-6570
O	033054	9/23/04	\$584.91	SBC	584.91	01-5590-0-000-1-025-000-6570
O	033055	9/23/04	\$215.62	PACIFIC BELL	215.62	01-5590-0-000-1-025-000-6570
O	033056	9/23/04	\$49.50	PT AND C INC.	49.50	01-5650-0-000-1-052-000-6011
O	033057	9/23/04	\$1,159.00	PARKER & COVERT	1,159.00	01-5721-0-000-9-001-000-6610

WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	033058	9/23/04	\$3,983.00	BOB PARRETT CON	3,983.00	01-6120-0-000-1-021-080-6510
O	033059	9/23/04	\$52.52	PETOWN	52.52	01-4344-0-000-1-052-044-0959
O	033060	9/23/04	\$47.20	LINDSAY PIPER	47.20	01-4300-0-000-1-052-017-1303
O	033061	9/23/04	\$487.13	PRESCOTT HARDWA	487.13	01-5811-0-000-1-021-080-6510
O	033062	9/23/04	\$450.00	MICHAEL PRIHAR	450.00	01-5721-0-000-9-001-000-6610
O	033063	9/23/04	\$53.90	PRO ED	57.70	01-4200-1-024-1-051-075-6420
					-3.80	01-9552- - - - -
O	033064	9/23/04	\$900.00	QUICK CAPTION	900.00	01-5811-1-024-1-051-075-4930
O	033065	9/23/04	\$225.23	RANCHO CAPISTRA	225.23	01-5811-0-004-9-015-000-6780
O	033066	9/23/04	\$638.40	REAL NETWORKS	638.40	01-5811-0-000-1-052-061-0799
O	033067	9/23/04	\$158.53	RECALL SECURE D	158.53	01-5811-0-000-1-030-000-6210
O	033068	9/23/04	\$500.00	RECORDING FOR B	500.00	01-5374-0-000-1-053-087-6120
O	033069	9/23/04	\$59.37	RICOH CORPORATI	59.37	01-5651-0-000-7-013-092-6773
O	033070	9/23/04	\$564.90	RIO GRANDE ALBU	608.68	01-4344-0-000-1-054-022-1399
					-43.78	01-9552- - - - -
O	033071	9/23/04	\$10,112.40	ROSS SYSTEMS, IN	10,112.40	01-5651-0-000-7-015-000-6780
O	033072	9/23/04	\$286.94	CATHY RUMSEY	169.50	01-4344-0-000-1-051-066-6470
					117.44	01-4600-0-000-1-051-065-6499
O	033073	9/23/04	\$407.56	SADDLEBACK COLL	407.56	01-7600-1-023-4-035-077-6430
O	033074	9/23/04	\$2,000.00	SCHOOL SERVICES	2,000.00	01-5811-0-000-6-001-000-6610
O	033075	9/23/04	\$190.85	SCHOOL SPECIALT	190.85	01-4344-0-000-1-055-005-1002
O	033076	9/23/04	\$117.00	SCI MUSIC PRODU	117.00	01-4300-0-000-1-055-046-1004
O	033077	9/23/04	\$158.96	SEHI PROCOMP CO	158.96	01-4600-0-093-1-053-000-6011
O	033078	9/23/04	\$66.00	NATASHA SHORO	66.00	01-4344-0-000-4-080-022-1002
O	033079	9/23/04	\$500.00	DONN SILBERMAN	500.00	01-5153-1-039-4-020-000-6011
O	033080	9/23/04	\$313.21	SO. CAL. EDISON	313.21	01-5591-0-000-4-025-082-6570
O	033081	9/23/04	\$576.28	SO. CAL. GAS CO	576.28	01-5592-0-000-4-025-082-6570

WARRANT REGISTER LISTING

\* Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	033082	9/23/04	\$236.01	SOCCCD ASSOCIAT	28.72	01-4300-0-000-1-056-008-0401 207.29 01-6412-2-074-1-025-000-4900
O	033083	9/23/04	\$293.13	SOCCER POST	293.13	01-4300-0-000-4-077-049-0835
O	033084	9/23/04	\$308.75	SPECTRUM LABS	19.15	01-4300-0-000-1-056-008-0401 289.60 01-4300-0-093-1-056-010-1905
O	033085	9/23/04	\$16,286.40	STAR SOLUTIONS	16,286.40	01-5811-0-004-9-015-000-6780
O	033086	9/23/04	\$3,600.00	TONY SWAIM & AS	3,600.00	01-5153-1-039-4-020-000-6011
O	033087	9/23/04	\$120.00	FAWN TANRIVERDI	120.00	01-5270-1-022-4-035-077-6310
O	033088	9/23/04	\$36.33	TEXACO INC.	36.33	01-5691-0-000-1-056-000-6011
O	033089	9/23/04	\$238.65	TOTAL ERGONOMIC	238.65	01-4600-0-000-1-025-000-6799
O	033090	9/23/04	\$50.00	TRANSFER/CAREER	50.00	01-5374-1-030-4-024-000-6320
O	033091	9/23/04	\$104.71	TUBELITE	111.82	01-4300-0-000-1-052-030-1030 -7.11 01-9552- - - - -
O	033092	9/23/04	\$105.90	TUCKER TIRES	105.90	01-4600-0-000-4-021-062-6772
O	033093	9/23/04	\$429.23	U.S. AIR CONDIT	429.23	01-4600-0-000-1-021-080-6510
O	033094	9/23/04	\$186.56	UNITED GREEN MA	186.56	01-4600-0-000-1-021-079-6550
O	033095	9/23/04	\$918.64	UNIVERSAL BUSIN	918.64	01-5810-0-000-1-030-000-6210
O	033096	9/23/04	\$177.90	VIDEO SERVICE O	177.90	01-4300-0-000-1-022-097-4930
O	033097	9/23/04	\$451.04	VISTA PAINT	451.04	01-4600-0-000-1-021-080-6510
O	033098	9/23/04	\$5,000.00	VITAL LINK EDUC	5,000.00	01-5811-1-002-1-050-000-6011
O	033099	9/23/04	\$188.37	PORT SUPPLY	188.37	01-4300-0-000-1-052-044-0959
O	033100	9/23/04	\$155.12	DENNIS W. WHITE	155.12	01-4600-0-000-4-022-000-6620
O	033101	9/23/04	\$800.00	RICHARD ANTHONY	800.00	01-5811-0-000-1-055-006-0835
O	033102	9/23/04	\$10,165.64	XEROX CORP.	810.83	01-5651-0-000-1-038-076-6774 9,354.81 01-5620-0-000-1-038-076-6774
O	033103	9/23/04	\$48.33	XEROX CORP.	48.33	01-5651-0-000-4-077-000-0835
O	033104	9/23/04	\$6.62	XEROX SPECIAL I	3.99	01-5651-0-000-1-038-076-6774 2.63 01-5620-0-000-1-038-076-6774



WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	033105	9/23/04	\$810.84	YALE CHASE MATE	810.84	01-5650-0-000-7-013-092-6773
O	033106	9/23/04	\$21.33	LEE SCHNEIDER	21.33	12-4600-0-000-4-036-067-6920
O	033107	9/23/04	\$16,487.50	PLAN NET CONSUL	16,487.50	40-5811-0-487-7-015-000-6780
O	033108	9/23/04	\$6,500.00	SKORA ELECTRIC	6,500.00	40-6220-1-477-6-013-000-7100
O	033109	9/23/04	\$4,700.00	LAWRENCE R. WLE	4,700.00	40-6225-1-418-7-013-092-7100
O	033110	9/23/04	\$367.66	CARL WARREN & C	367.66	68-5811-0-000-7-013-000-6720
O	033111	9/23/04	\$5,929.69	HEWITT & O'NEIL	5,929.69	01-5721-0-000-6-016-000-6610
O	033112	9/23/04	\$2,075.00	KLINGER EDUCATI	-160.81	01-9552- - - - -
					2,235.81	01-6410-2-025-1-025-000-4900
O	033113	9/23/04	\$16,259.24	MOBILE MODULAR	9,837.62	01-5620-0-000-4-022-000-4999
					6,421.62	01-5811-0-000-4-025-068-6599
O	033114	9/23/04	\$6,250.00	IRVINE RANCH WA	6,250.00	40-6221-1-492-6-013-081-7100
O	033115	9/28/04	\$193.67	AT & T WIRELESS	77.12	01-5590-0-000-7-010-000-6610
					90.73	01-5590-1-050-4-034-089-6950
					25.82	01-5590-0-000-7-013-090-6730
O	033116	9/28/04	\$1,000.00	LINDA DE STEFAN	1,000.00	01-5811-1-091-1-054-033-1203
O	033117	9/28/04	\$700.00	GAIL DODGE	700.00	01-5811-1-091-1-054-033-1203
O	033118	9/28/04	\$50.00	VIRGINIA GOODWI	50.00	01-5153-1-054-1-054-033-1203
O	033119	9/28/04	\$150.00	MARY GREGART	150.00	01-5811-1-091-1-054-033-1203
O	033120	9/28/04	\$765.00	KIRSTEN GRIFFIN	765.00	01-5153-1-054-1-054-033-1203
O	033121	9/28/04	\$100.00	ROBERT L. HARDI	100.00	01-5153-1-054-1-054-033-1203
O	033122	9/28/04	\$872.00	HEALTH ED CONSU	872.00	01-5153-1-054-1-054-033-1203
O	033123	9/28/04	\$165.00	DEE NIEDRINGHAU	165.00	01-5153-1-054-1-054-033-1203
O	033124	9/28/04	\$45.00	NORTH ORANGE CO	45.00	01-5153-1-054-1-054-033-1203
O	033125	9/28/04	\$286.00	P&O MOVERS	286.00	01-5811-0-000-4-070-084-1005
O	033126	9/28/04	\$1,376.58	SBC/MCI	990.75	01-5590-0-000-1-025-000-6570
					347.06	01-5590-0-000-4-025-082-6570
					38.77	01-5590-0-000-7-010-000-6610

WARRANT REGISTER LISTING

Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	033127	9/28/04	\$83.77	SBC	83.77	01-5590-0-000-1-025-000-6570
O	033128	9/28/04	\$1,242.39	PHOENIX GROUP	441.04 801.35	01-5811-1-050-1-034-089-6950 01-5811-1-050-4-034-089-6950
O	033129	9/28/04	\$336.55	PITNEY-BOWES SU	291.90 44.65	01-5840-1-054-1-054-033-1203 01-5620-1-054-1-054-033-1203
O	033130	9/28/04	\$19.78	PRAXAIR	9.89 9.89	01-5620-0-000-4-078-010-1905 01-5620-0-000-4-078-050-1902
O	033131	9/28/04	\$35.12	RALPHS GROCERY	35.12	01-4300-0-000-1-056-008-0401
O	033132	9/28/04	\$50.68	TONI RAWLINS	50.68	01-4344-0-000-1-052-044-0959
O	033133	9/28/04	\$118.80	SAVIN CORPORATI	37.00 81.80	01-5651-0-000-1-054-037-2104 01-5651-0-000-7-013-092-6773
O	033134	9/28/04	\$335.98	SCIENCE KIT, IN	335.98	01-4300-0-093-1-056-010-1905
O	033135	9/28/04	\$9,497.66	SEHI PROCOMP CO	8,074.01 320.64 224.98 878.03	01-6410-0-000-7-013-090-6730 01-6410-0-000-7-015-000-6780 01-4600-0-093-1-053-000-6011 01-6411-0-000-1-038-091-6710
O	033136	9/28/04	\$51.52	DANIEL SMITH, I	55.52 -4.00	01-4344-0-000-1-054-022-1399 01-9552- - - - -
O	033137	9/28/04	\$74,080.81	SO. CAL. EDISON	74,080.81	01-5591-0-000-4-025-082-6570
O	033138	9/28/04	\$1,941.66	SPSS, INC.	1,941.66	01-5812-2-074-4-075-015-0701
O	033139	9/28/04	\$200.00	SUZANNE STAHLBU	200.00	01-5811-1-091-1-054-033-1203
O	033140	9/28/04	\$650.00	FLORA TOMAYASU	650.00	01-5811-1-091-1-054-033-1203
O	033141	9/28/04	\$119.55	TRACKING SOLUTI	-8.56 128.11	01-9552- - - - - 01-4300-2-074-4-078-010-1905
O	033142	9/28/04	\$1,839.73	TSI	1,839.73	01-4344-0-000-1-055-005-1002
O	033143	9/28/04	\$144.57	U.S. FILTER	144.57	01-5811-0-000-4-078-010-1905
O	033144	9/28/04	\$119.85	RICK VAN LEEUWE	119.85	01-5812-0-000-7-015-000-6780
O	033145	9/28/04	\$372.72	VECCHIARELLI BR	372.72	01-4344-0-000-1-052-017-1303
O	033146	9/28/04	\$509.74	VWR INTERNATION	157.96 351.78	01-4300-0-000-1-056-008-0401 01-4300-2-074-4-078-010-1905

WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account

Sort: Sorted by Warrant #

Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	033147	9/28/04	\$2,260.00	VIDELLA WALLER	2,260.00	01-5153-1-054-1-054-033-1203
O	033148	9/28/04	\$174.65	WARD'S NATURAL	174.65	01-4300-0-000-1-056-008-0401
O	033149	9/28/04	\$45.00	VICKI WARREN	45.00	01-5153-1-054-1-054-033-1203
O	033150	9/28/04	\$137.90	XEROX CORP.	137.90	01-5651-0-000-1-054-037-2104
O	033151	9/28/04	\$957.03	YARDLEY PUMP AN	957.03	01-4600-0-000-1-021-080-6510
O	033152	9/28/04	\$196.98	PETCO	196.98	12-4710-0-000-4-036-067-6920
O	033153	9/28/04	\$176.59	RALPHS GROCERY	176.59	12-4710-0-000-1-026-067-6920
O	033154	9/28/04	\$132.12	ROCKVIEW FARMS	132.12	12-4710-0-000-4-036-067-6920
O	033155	9/28/04	\$388.06	SAMS CLUB	388.06	12-4710-0-000-4-036-067-6920
O	033156	9/28/04	\$312.16	SMART & FINAL I	312.16	12-4710-0-000-4-036-067-6920
O	033157	9/28/04	\$5,595.17	VIDEOTAPE PRODU	5,595.17	40-6410-1-477-6-013-000-7100
O	033158	9/30/04	\$10.00	LEO WESTOVER	10.00	01-5820-0-000-7-013-090-6730
O	033159	9/30/04	\$25.00	BETH BROKAW	25.00	01-5820-0-000-7-013-090-6730
O	033160	9/30/04	\$10.00	NICHOLE KAEFER	10.00	01-5820-0-000-7-013-090-6730
O	033161	9/30/04	\$10.00	JOHN PORTER	10.00	01-5820-0-000-7-013-090-6730
O	033162	9/30/04	\$20.00	PAUL JOHNSON	20.00	01-5820-0-000-7-013-090-6730
O	033163	9/30/04	\$143.00	ACME FEATURES S	143.00	01-5810-0-000-1-053-041-0602
O	033164	9/30/04	\$2,378.23	ADCLUB ADVERTIS	2,378.23	01-5830-0-000-9-013-090-6730
O	033165	9/30/04	\$120.00	JOANN ALFORD	120.00	01-5270-0-000-1-024-000-6620
O	033166	9/30/04	\$187.51	ANCORA	187.51	01-5840-0-000-4-030-000-6210
O	033167	9/30/04	\$9,576.00	ATI	9,576.00	01-5814-0-000-1-054-033-1203
O	033168	9/30/04	\$20.00	AUTOMOTIVE LIFT	21.55	01-4300-0-000-1-052-007-0948
					-1.55	01-9552- - - - -
O	033169	9/30/04	\$55.00	DOUG BARR	55.00	01-5270-0-000-1-024-000-6620
O	033170	9/30/04	\$55.00	PAMELA JAN BARR	55.00	01-5270-0-000-1-024-000-6620
O	033171	9/30/04	\$1,999.80	BECK TECHNOLOGY	1,999.80	01-6412-1-069-1-058-036-1305

WARRANT REGISTER LISTING

Account (COUNTY ) - County Account
Sort: Sorted by Warrant #
Selection: Between #032737 and 033291

Table with columns: S, Check #, Check Dt, Check Amt, Company Name, Acct Amount, Account #. Contains multiple rows of check data including entries for BRUCE M. BELO P, DICK BLICK, PAT BOLLINGER, etc.

WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	033197	9/30/04	\$252.13	FOOD SYSTEMS, I	252.13	01-5271-0-000-7-011-000-6610
O	033198	9/30/04	\$38.82	ESTER GRAHAM	38.82	01-5270-0-000-7-013-090-6730
O	033199	9/30/04	\$55.00	STEVE HANDA	55.00	01-5270-0-000-1-024-000-6620
O	033200	9/30/04	\$65.00	LOMA HOPKINS	65.00	01-5270-0-000-1-024-000-6620
O	033201	9/30/04	\$120.00	JAYNE KLUNDER	120.00	01-5270-0-093-1-051-086-6310
O	033202	9/30/04	\$120.00	MICHAEL LONG	120.00	01-5270-0-093-1-051-086-6310
O	033203	9/30/04	\$779.70	MARRIOTT TOWNEP	389.85	01-5270-0-000-7-013-090-6730
					389.85	01-5270-0-000-7-015-000-6780
O	033204	9/30/04	\$275.00	NAFSA REGION XI	275.00	01-5270-0-000-1-024-072-6499
O	033205	9/30/04	\$120.00	SHARON NUSSEMBA	120.00	01-5270-0-000-1-024-000-6620
O	033206	9/30/04	\$4,039.12	OFFICE MAX	235.80	01-4300-0-000-1-052-017-1303
					-6.83	01-4300-2-074-4-078-010-1905
					176.00	01-4600-0-000-1-052-000-6011
					339.32	01-4600-0-000-1-055-006-0835
					137.21	01-4600-0-000-4-020-000-6620
					111.44	01-4600-0-000-1-054-033-1250
					189.17	01-4600-0-000-1-026-083-6460
					615.70	01-4600-0-000-1-051-074-6310
					275.63	01-4600-0-000-1-054-037-2104
					-1.55	01-4600-0-000-1-055-049-0835
					58.84	01-4600-0-000-7-013-090-6730
					21.85	01-4600-1-005-1-054-000-6011
					1,737.71	01-4600-1-069-1-058-036-1305
					148.83	01-4600-0-000-4-026-083-6460
O	033207	9/30/04	\$1,783.70	OFFICE MAX	25.20	01-4600-0-000-4-022-000-6620
					264.36	01-4600-0-000-1-050-000-6011
					24.40	01-4600-0-093-1-051-086-6310
					391.44	01-4600-1-046-1-024-094-6440
					105.14	01-4600-0-000-4-081-000-6011
					973.16	01-4600-0-000-9-000-000-0000
O	033208	9/30/04	\$1,258.00	PIHRA, INC.	1,258.00	01-5270-0-000-7-013-090-6730
O	033209	9/30/04	\$120.00	RICHARD POTRATZ	120.00	01-5270-0-000-1-024-000-6620
O	033210	9/30/04	\$55.00	ANNA RIGDON-TRO	55.00	01-5270-0-093-1-051-086-6310
O	033211	9/30/04	\$438.28	SHERATON GRAND	438.28	01-5270-0-000-1-024-072-6499
O	033212	9/30/04	\$120.00	GARY STAKAN	120.00	01-5270-0-000-1-024-000-6620

WARRANT REGISTER LISTING

Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	033213	9/30/04	\$545.00	UNIV. OF WASHIN	545.00	01-5270-0-000-7-015-000-6780
O	033214	9/30/04	\$120.00	JAN VENTURA	120.00	01-5270-0-000-1-024-000-6620
O	033215	9/30/04	\$801.53	WELLS FARGO BAN	280.00	01-5821-0-000-1-021-000-6510
					261.83	01-5271-0-000-1-025-000-6710
					259.70	01-5270-0-000-1-025-000-6630
O	033216	9/30/04	\$66.84	WELLS FARGO BAN	66.84	01-4610-0-000-4-021-062-6772
O	033217	9/30/04	\$95.83	WELLS FARGO BAN	95.83	01-4600-1-050-4-034-089-6950
O	033218	9/30/04	\$447.79	WELLS FARGO BAN	9.95	01-5811-0-000-7-015-000-6780
					62.99	01-4600-0-000-7-015-000-6780
					374.85	01-5812-0-000-7-015-000-6780
O	033219	9/30/04	\$1,717.51	WELLS FARGO #20	345.00	01-5270-0-000-1-021-000-6510
					375.00	01-5270-0-000-7-010-000-6610
					10.00	01-5270-0-000-7-011-000-6610
					15.00	01-5811-0-000-7-013-090-6730
					972.51	01-5825-0-000-9-013-000-6610
O	033220	9/30/04	\$34.10	ALTA DENA CERTI	34.10	12-4710-0-000-1-026-067-6920
O	033221	9/30/04	\$375.00	AMER. FENCE CO.	375.00	40-6220-1-477-6-013-000-7100
*	033222	9/30/04	\$294,608.92	ARQUITECTONICA	294,608.92	40-6226-1-418-7-013-092-7100
O	033223	9/30/04	\$1,303.37	CDW GOVERNMENT,	1,303.37	40-6120-0-487-7-015-000-6780
O	033224	9/30/04	\$3,445.22	DELL MARKETING	3,445.22	40-6411-1-471-1-052-061-0799
O	033225	9/30/04	\$63,392.58	GMF SOUND, INC.	63,392.58	40-6220-1-477-6-013-000-7100
O	033226	9/30/04	\$800.00	OVERLAND CONSTR	800.00	40-6220-1-477-6-013-000-7100
O	033227	9/30/04	\$15,999.98	STRATUS	15,999.98	40-6226-1-492-6-013-081-7100
O	033228	9/30/04	\$90.67	THE GALE GROUP	90.67	01-6300-0-000-1-053-087-6120
O	033229	9/30/04	\$626.03	GANDER-PRINTCO	270.45	01-5810-0-000-4-025-000-6720
					355.58	01-4600-0-000-1-021-080-6510
O	033230	9/30/04	\$985.26	GE CAPITAL	985.26	01-6430-1-045-4-041-076-6774
O	033231	9/30/04	\$211.20	GOLD CROWN ELEC	211.20	01-5650-0-000-4-025-000-6599
O	033232	9/30/04	\$20.42	HITT MARKING DE	20.42	01-4600-0-000-4-037-087-6120
O	033233	9/30/04	\$331.93	HOME DEPOT CRED	14.57	01-4600-0-000-1-021-080-6510

Blanket Purchase Order Requisition

Requisition #: RB05-00930	PO #P05-01446	Status: Paid Partial
Requisitioner: R. VILLALBA/ 4680		Req. Date: 9/20/04 (2005)
Order Site: SAVY, Avery Plaza/Purchasing		Room:
Vendor Code: 068561, ARQUITECTONICA INT'L CORPO		Req. Cost: \$562,000.00
Req. Info: ARCHITECTURAL FEES		Encumbered: \$267,391.08
		Expensed: \$294,608.92
		Invoiced: \$294,608.92

Account Number	Amount	Expensed	Yr
40-6226-1-418-7-013-092-7100	562,000.00	294,608.92	05

Description of Blanket Order

IVC PERFORMING ARTS CENTER/ THEATER

ARCHITECTURAL FEES AS FOLLOWS:

BALANCE OF DESIGN DEVELOPMENT...	\$36,571
CONSTRUCTION DOCUMENTS PHASE...	\$511,994
ALLOWANCE FOR REIMBURSABLES.....	\$13,435
	-----
TOTAL.....	\$562,000

Requisition Total: \$562,000.00
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Approved by:

Date:

Requisition Invoice History

Vendor Name	Invoice #	Amount	Date	Check #	Paid Dt
AQUITECTONICA	2214.08	\$294,608.92	8/31/04	033222	9/30/04

Approved by:

Date:

Requisition #RB05-00930

Page 2

10/08/04



WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
					7.28	01-4600-0-000-1-021-079-6550
					100.67	01-4600-0-000-1-052-035-0109
					53.53	01-4600-0-000-4-021-079-6550
					155.88	01-4600-0-000-1-052-061-6130
O	033234	9/30/04	\$22.50	TRAN HONG	22.50	01-5269-0-000-4-041-000-6011
O	033235	9/30/04	\$2,556.80	IMAGE PRINTING	2,556.80	01-5810-0-000-1-030-000-6210
O	033236	9/30/04	\$43.10	IMAGISTICS INTE	43.10	01-5620-0-000-1-021-080-6510
O	033237	9/30/04	\$180.06	IMPACT IMAGES	180.06	01-4344-0-000-1-055-005-1011
O	033238	9/30/04	\$33.37	IRVINE PIPE & S	33.37	01-4600-0-000-4-021-080-6510
O	033239	9/30/04	\$1,298.53	IRVINE RANCH WA	1,298.53	01-5593-1-050-4-034-089-6950
O	033240	9/30/04	\$1,475.76	IRVINE RANCH WA	1,475.76	01-5593-1-050-4-034-089-6950
O	033241	9/30/04	\$63.75	IRVINE RANCH WA	63.75	01-5593-1-050-4-034-089-6950
O	033242	9/30/04	\$52.46	IRVINE RANCH WA	52.46	01-5593-1-050-4-034-089-6950
O	033243	9/30/04	\$45.13	IRVINE RANCH WA	45.13	01-5593-1-050-4-034-089-6950
O	033244	9/30/04	\$2,957.74	JEFF'S SPORTING	2,957.74	01-4300-0-000-4-077-006-0835
O	033245	9/30/04	\$10.50	BICHTUYEN JENSE	10.50	01-5269-0-000-7-013-090-6730
O	033246	9/30/04	\$142.92	JOHNSTONE SUPPL	142.92	01-4600-0-000-1-021-080-6510
O	033247	9/30/04	\$8,902.50	JUBANY ARCHITEC	8,902.50	01-6126-0-000-8-016-000-6610
O	033248	9/30/04	\$67.00	KEREKES BAKERY	-4.03	01-9552- - - - -
					71.03	01-4300-2-074-4-078-010-1905
O	033249	9/30/04	\$1,205.00	L.A. TIMES	1,205.00	01-5811-2-021-1-026-000-6460
O	033250	9/30/04	\$415.07	LAGUNA CLAY CO.	415.07	01-4344-0-000-1-055-005-1002
O	033251	9/30/04	\$375.00	LIBRARY OF CONG	375.00	01-5812-0-000-1-053-087-6120
O	033252	9/30/04	\$13.65	MIROSLAVA MANCH	13.65	01-5840-0-000-1-024-072-6499
O	033253	9/30/04	\$380.00	MARK IV COMMUNI	380.00	01-5811-0-000-4-025-068-6599
O	033254	9/30/04	\$807.42	MC KESSON GENER	210.21	01-4600-1-046-4-036-094-6440
					597.21	01-4600-1-046-1-024-094-6440
O	033255	9/30/04	\$34.15	MIDWEST LIBRARY	34.15	01-6300-2-074-4-037-087-6120

WARRANT REGISTER LISTING

Bank Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	033256	9/30/04	\$246.45	SOPHIE MILLER	246.45	01-5271-0-000-1-020-000-6620
O	033257	9/30/04	\$4,342.28	MOBILE MODULAR	4,342.28	01-5811-0-000-4-025-068-6599
O	033258	9/30/04	\$135.55	MOLE-RICHARDSON	135.55	01-4600-0-000-1-052-011-0601
O	033259	9/30/04	\$55,714.97	CITY NATIONAL B	55,714.97	01-7100-0-000-1-025-000-6570
O	033260	9/30/04	\$717.00	NASFAA	717.00	01-5374-0-000-1-026-083-6460
O	033261	9/30/04	\$16.11	NCAA PUBLISHING	16.11	01-4300-0-093-1-055-006-0835
O	033262	9/30/04	\$49.00	MEGAN NEWTON	49.00	01-5840-0-000-1-054-000-6011
O	033263	9/30/04	\$4,785.15	NEXTIRAONE, LLC	1,775.86 3,009.29	01-5590-0-000-4-025-082-6570 01-5651-0-000-1-025-000-6570
O	033264	9/30/04	\$1,080.00	ORANGE CO. AUDI	1,080.00	01-5811-1-050-1-034-089-6950
O	033265	9/30/04	\$664.66	ORANGE COUNTY R	664.66	01-5830-0-000-1-038-091-6710
O	033266	9/30/04	\$498.45	ORANGE COUNTY R	498.45	01-5830-0-000-1-038-091-6710
O	033267	9/30/04	\$664.60	ORANGE COUNTY R	664.60	01-5830-0-000-1-038-091-6710
O	033268	9/30/04	\$498.45	ORANGE COUNTY R	498.45	01-5830-0-000-1-038-091-6710
O	033269	9/30/04	\$664.60	ORANGE COUNTY R	664.60	01-5830-0-000-1-038-091-6710
O	033270	9/30/04	\$498.45	ORANGE COUNTY R	498.45	01-5830-0-000-1-038-091-6710
O	033271	9/30/04	\$1,062.56	ORANGE COUNTY R	1,062.56	01-5830-0-000-1-055-084-6891
O	033272	9/30/04	\$531.24	ORANGE COUNTY R	531.24	01-5830-0-000-1-055-084-6891
O	033273	9/30/04	\$1,062.56	ORANGE COUNTY R	1,062.56	01-5830-0-000-1-055-084-6891
O	033274	9/30/04	\$531.24	ORANGE COUNTY R	531.24	01-5830-0-000-1-055-084-6891
O	033275	9/30/04	\$1,062.56	ORANGE COUNTY R	1,062.56	01-4580-2-021-1-026-000-6460
O	033276	9/30/04	\$531.24	ORANGE COUNTY R	531.24	01-4580-2-021-1-026-000-6460
O	033277	9/30/04	\$11,042.06	ORANGE CO. TREA	11,042.06	01-5722-0-000-4-025-000-6599
O	033278	9/30/04	\$2,395.80	OFSI	2,395.80	01-5620-1-045-4-041-076-6774
O	033279	9/30/04	\$5,435.63	GMF SOUND, INC.	5,435.63	40-6410-1-477-6-013-000-7100
O	033280	9/30/04	\$862.00	GAIL MATERIALS	862.00	01-4600-0-000-1-021-079-6550

WARRANT REGISTER LISTING

Account (COUNTY ) - County Account  
 Sort: Sorted by Warrant #  
 Selection: Between #032737 and 033291

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	033281	10/06/04	\$2,759.00	HOLIDAY INN	2,759.00	01-5270-0-000-1-025-000-6630
O	033282	10/07/04	\$29,980.67	ACSIG/EDGE	374.87	01-3431-0-000-9-001-000-6770
					29,605.80	01-3400-0-000-9-001-000-6770
O	033283	10/07/04	\$27,369.77	FORTIS BENEFITS	27,369.77	01-3400-0-000-9-001-000-6770
O	033284	10/07/04	\$2,817.80	HYATT LEGAL	2,817.80	01-3400-0-000-9-001-000-6770
O	033285	10/07/04	\$25,489.36	ING EMPLOYEE BE	25,489.36	01-3400-0-000-9-001-000-6770
O	033286	10/07/04	\$2,560.86	PACIFICARE BEHA	10.41	01-3431-0-000-9-001-000-6770
					2,550.45	01-3400-0-000-9-001-000-6770
*O	033287	10/07/04	\$630,194.44	SISC III HEALTH	4,304.18	01-3410-0-000-1-001-000-4901
					2,226.30	01-3410-0-000-4-001-000-4901
					623,663.96	01-3400-0-000-9-001-000-6770
O	033288	10/07/04	\$1,572.99	UNUM LIFE INSUR	1,572.99	01-3400-0-000-9-001-000-6770
O	033289	10/07/04	\$8,145.75	ACSIG/EDGE	4,561.62	71-3410-0-000-9-000-000-5900
					3,584.13	71-3430-0-000-9-000-000-6740
*O	033290	10/07/04	\$123,560.76	SISC III HEALTH	68,757.14	71-3410-0-000-9-000-000-5900
					47,947.62	71-3430-0-000-9-000-000-6740
					6,856.00	71-3431-0-000-9-000-000-6770
O	033291	10/08/04	\$4,250.00	GARY L. VOGT AN	4,250.00	01-5811-0-000-6-016-000-6610
			<u>\$4,941,141.29</u>		<u>\$4,941,141.29</u>	

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: \$5,698,448.77
		Expensed: \$2,307,321.37
		Invoiced: \$2,307,321.37

Account Number	Amount	Expensed	Yr
01-3400-0-000-9-001-000-6770	7,938,758.51	2,294,831.95	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	8,184.42	05
01-3410-0-000-4-001-000-4901	23,376.15	4,305.00	05

Description of Blanket Order

Estimate SISC PPO Benefits for  
 FY 2004/05  
 Fund 01

Requisition Total: \$8,005,770.14
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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
		\$2,307,321.37			

Approved by:

Date:

Blanket Purchase Order Requisition

Requisition #: RB05-00364      PO #P05-00187

Status: Paid Partial  
 Req. Date: 6/22/04 (2005)

Requisitioner: ADonovan  
 Order Site: SLIB, SC Library

Room: 318  
 Req. Cost: \$1,607,760.72  
 Encumbered: \$1,128,213.00  
 Expensed: \$479,547.72  
 Invoiced: \$479,547.72

Vendor Code: 068309, SISC III HEALTH BENEFITS  
 Req. Info: Blue Shield (Retiree) Benefits FY 2

Account Number	Amount	Expensed	Yr
71-3410-0-000-9-000-000-5900	966,009.26	282,115.77	05
71-3430-0-000-9-000-000-6740	577,796.46	175,296.95	05
71-3431-0-000-9-000-000-6770	63,955.00	22,135.00	05

Description of Blanket Order

Blue Shield (Retiree) Benefits  
 FY 2004/05

Requisition Total: \$1,607,760.72
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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
		\$479,547.72			

Approved by:

Date:

FUND SUMMARY
--------------

Description	Amount
01 - General Fund	\$2,803,671.74
12 - Child Development Fund	\$4,472.14
40 - Capital Outlay Fund	\$1,865,811.70
68 - Self-Insurance Fund	\$4,112.05
71 - Retiree Benefit Fund	\$263,073.66
	<u>\$4,941,141.29</u>



WARRANT REGISTER LISTING

OPEN:	\$4,941,141.29	VOIDED:	\$0.00
	555		0
CLEARED:	\$0.00	CANCELLED:	\$0.00
	0		0
		STALE DATED:	\$0.00
			0

WARRANT REGISTER LISTING

Bank Account (SC-CMED ) - Saddleback Community Ed  
 Sort: Sorted by Warrant #  
 Selection: Between #007992 and 008009

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	007992	9/15/04	\$60.00	ACCE	60.00	09-4600-1-044-1-031-000-6822
O	007993	9/15/04	\$14,746.00	CALIFORNIA DISC	14,746.00	09-5173-1-044-1-031-000-6822
O	007994	9/15/04	\$376.50	NATIONAL CAPITA	376.50	09-5173-1-044-1-031-000-6822
O	007995	9/15/04	\$466.90	DEAN BERRY	466.90	09-5173-1-044-1-031-000-6822
O	007996	9/15/04	\$27,367.46	SOUTHWEST OFFSE	27,367.46	09-5810-1-044-1-031-000-6822
O	007997	9/15/04	\$161.61	STAPLES	161.61	09-4600-1-044-1-031-000-6822
O	007998	9/28/04	\$75.00	J. SHANHOLTZER	75.00	09-8872-1-044-1-031-000-6822
O	007999	9/28/04	\$26.00	KAREN SCOTT	26.00	09-8872-1-044-1-031-000-6822
O	008000	9/28/04	\$73.00	COLEEN REILY	73.00	09-8872-1-044-1-031-000-6822
O	008001	9/28/04	\$98.00	FERNANDO RIZZAR	98.00	09-8872-1-044-1-031-000-6822
O	008002	9/28/04	\$61.25	CA SCHOOL OF NO	61.25	09-5811-1-044-1-031-000-6822
O	008003	9/28/04	\$1,112.50	COMPUTRAX, INC.	1,112.50	09-5173-1-044-1-031-000-6822
O	008004	9/28/04	\$1,893.60	JAMES COSPER	1,893.60	09-5173-1-044-1-031-000-6822
O	008005	9/28/04	\$421.61	INSIGHT SYSTEMS	421.61	09-5173-1-044-1-031-000-6822
O	008006	9/28/04	\$3,491.00	MARSHALL REDDIC	3,491.00	09-5173-1-044-1-031-000-6822
O	008007	9/28/04	\$1,065.00	SADDLEBACK COLL	1,065.00	09-5821-1-044-1-031-000-6822
O	008008	9/28/04	\$421.61	SMART BUSINESS	421.61	09-5173-1-044-1-031-000-6822
O	008009	9/28/04	\$189.65	POSTMASTER	189.65	09-5840-1-044-1-031-000-6822
			<u>\$52,106.69</u>		<u>\$52,106.69</u>	

FUND SUMMARY

Description	Amount
09 - SC Community Education Fu	\$52,106.69
	<u>\$52,106.69</u>

WARRANT REGISTER LISTING

OPEN:	\$52,106.69	VOIDED:	\$0.00
	18		0
CLEARED:	\$0.00	CANCELLED:	\$0.00
	0		0
		STALE DATED:	\$0.00
			0

WARRANT REGISTER LISTING

Bank Account (IVC-CMED) - IVC Community Ed  
 Sort: Sorted by Warrant #  
 Selection: Between #008043 and 008056

S	Check #	Check Dt	Check Amt	Company Name	Acct Amount	Account #
O	008043	9/14/04	\$2,249.00	NICHOLAS GATES	2,249.00	07-5811-1-044-4-031-000-6822
O	008044	9/27/04	\$748.87	THE ACTIVE NETW	748.87	07-5812-1-044-4-031-000-6821
O	008045	9/27/04	\$61.25	CA SCHOOL OF NO	61.25	07-5811-1-044-4-031-000-6822
O	008046	9/27/04	\$494.00	MERLINA HAN COM	494.00	07-5811-1-044-4-031-000-6822
O	008047	9/27/04	\$1,272.00	EDUCATION TO GO	1,272.00	07-5811-1-044-4-031-000-6822
O	008048	9/27/04	\$194.50	HOLLYWOOD FILM	194.50	07-5811-1-044-4-031-000-6822
O	008049	9/27/04	\$1,018.50	PETER KOFF	1,018.50	07-5811-1-044-4-031-000-6822
O	008050	9/27/04	\$133.50	BING LUH	133.50	07-5811-1-044-4-031-000-6822
O	008051	9/27/04	\$944.00	DAN MIKELS	944.00	07-5811-1-044-4-031-000-6822
O	008052	9/27/04	\$2,638.00	MVP GROUP, INC.	2,638.00	07-5810-1-044-4-031-000-6821
O	008053	9/27/04	\$284.40	NR COMPUTER LEA	284.40	07-5811-1-044-4-031-000-6822
O	008054	9/27/04	\$23.40	TRINA ROTHERY	23.40	07-5811-1-044-4-031-000-6822
O	008055	9/27/04	\$832.00	VAN SPENCER	832.00	07-5811-1-044-4-031-000-6822
O	008056	9/27/04	\$195.00	SCOTT M.STEWART	195.00	07-5811-1-044-4-031-000-6822
			<u>\$11,088.42</u>		<u>\$11,088.42</u>	

FUND SUMMARY

Description	Amount
07 - IVC Community Education F	\$11,088.42
	\$11,088.42

WARRANT REGISTER LISTING

OPEN:	\$11,088.42	VOIDED:	\$0.00
	14		0
CLEARED:	\$0.00	CANCELLED:	\$0.00
	0		0
		STALE DATED:	\$0.00
			0

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b>	<b>26</b>
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b>	<b>10/26/04</b>
<b>SUBJECT:</b>	<b>GIFTS TO THE DISTRICT AND FOUNDATIONS</b>		
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>		

**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).

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



***SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT***  
**GIFTS TO THE DISTRICT**  
**October 26, 2004**

**IRVINE VALLEY COLLEGE**

**Gift:** 3 Art Books and Brushes

To be used by art students

**Donated By:**

Delvia J. Logan  
23365 Gondor Drive  
Lake Forest, California 92630

**Costs:**

Installation: N/A  
Maintenance: N/A

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

AGENDA ITEM

<b>TO:</b>	BOARD OF TRUSTEES	<b>ITEM:</b>	27
<b>FROM:</b>	CHANCELLOR	<b>DATE:</b>	10/26/04
<b>SUBJECT:</b>	AUTHORIZATION OF PAYMENT TO TRUSTEE ABSENT FROM BOARD MEETING		
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>		

BACKGROUND

Education Code Section 72425 (c) was amended to read "A member (of the Board of Trustees) may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. The compensation shall be a charge against the funds of the district."

STATUS

Trustee Marcia Milchiker could not be present at the regular meeting of the Board of Trustees held on September 27, 2004, due to illness.

RECOMMENDATION

It is recommended that the board adopt resolution 04-26 (Exhibit A) authorizing payment to Trustee Milchiker who was absent from the September 27, 2004, Board of Trustees' meeting.

<b>Item Submitted By:</b>	Dr. Raghu P. Mathur, Chancellor		
<b>Item Reviewed By:</b>			
<b>Final Disposition:</b>			<b>Vote :</b>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

**RESOLUTION AUTHORIZING PAYMENT TO TRUSTEE ABSENT  
FROM BOARD OF TRUSTEES' MEETING**

RESOLUTION 04-26

WHEREAS, California Education Code Section 72425 (c) provides that "A member (of the Board of Trustees) may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. The compensation shall be a charge against the funds of the district."; and

WHEREAS, on September 27, 2004, the Board of Trustees of the South Orange County Community College District held a meeting; and

WHEREAS, Trustee Marcia Milchiker could not be present at the meeting; and

WHEREAS, it was determined that Trustee Milchiker's absence was due to illness;

NOW, THEREFORE, BE IT RESOLVED that Trustee Milchiker shall be paid at the regular rate of compensation for the meeting of the Board of Trustees held on September 27, 2004.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	BOARD OF TRUSTEES	<b>ITEM:</b>	28
<b>FROM:</b>	CHANCELLOR	<b>DATE:</b>	10/26/04
<b>SUBJECT:</b>	TRUSTEE TRAVEL TO CONFERENCES AND/OR PERSONAL MILEAGE REIMBURSEMENT		
<b>REASON FOR BOARD CONSIDERATION:</b>	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.

<b>Item Submitted By:</b>	Dr. Raghu P. Mathur, Chancellor
<b>Item Reviewed By:</b>	
<b>Final Disposition:</b>	<b>Vote :</b>

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

ESTIMATED		COST**
<u>EVENT/LOCATION</u>	<u>DATE(S)*</u>	<u>(per person)</u>
2005 Community College Futures Assembly Orlando, FL	Jan. 29 – Feb. 1, 2005	\$2,400

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

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

10/26/04

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b> 29
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b> 10/26/04
<b>SUBJECT:</b>	<b>SOCCCD: LOCALLY FUNDED PROJECTS PROGRESS REPORT</b>	
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>INFORMATION</b>	

**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**

EXHIBITS A, B, and C provide an up to date report on the status of the locally funded construction projects.

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

## LOCALLY FUNDED FACILITIES PLAN

### PLAN STATUS REPORT

October 26, 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. 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 of 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.*

**2. 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.*

**3. 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.*

**4. 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.*



**5. 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.*

**6. 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.*

**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.*

**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.*

**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.*

**6. BARRANCA ENTRANCE.** No change of status to report at this time.

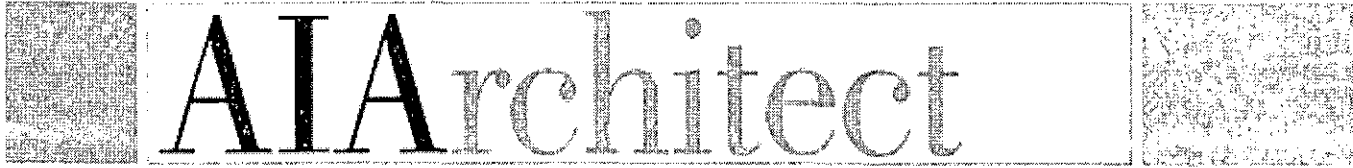
*This project will provide a new access to the campus from Barranca Avenue. When Barranca was extended beyond Jeffrey, the city made provisions for this future access. The board of Trustees has set aside \$730,000 in basic aid funds for this project.*

### **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.*

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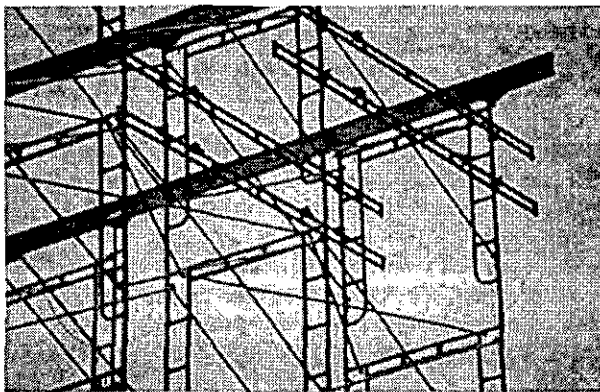
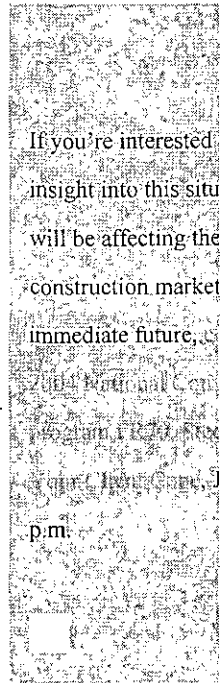


## Steel Yourself for Material Shortages Across the B Economists Advise

by Douglas E. Gordon, Hon. AIA

It hasn't been a good year for construction-material buyers. Steel prices have been soaring since October 2003. Portland cement is becoming difficult to purchase at any price. And the high price of oil is causing people to worry about recession again. Economists scheduled to talk at the AIA Convention June 11 say it all has to do with simple supply and demand, except it's not so simple.

Many fingers point to China, which is experiencing a red-hot 7 to 9 percent growth in its economy. Speculation is that China has its eye on making an eye-opening impression on the world scene when it hosts the summer Olympics in 2008. In the past three years, China has gone from being a net exporter of steel and cement to a net importer. Whether this continues depends on how well China's leadership can keep the country's economy on track. Because Chinese decision making is so secretive, economists are generally perplexed about how to predict what will happen next. There seems to be general agreement, though, that the world market in construction materials will remain tight, and that even if China does balance its own production capacity with its domestic demand, India is the next giant waiting in the wings to become a major player in materials consumption.



### But wait, there's more

Ramping up production of the steel, cement, aluminum, copper, coal, and other materials that China is gobbling up is a time-consuming and costly matter. Some estimates are that it will take at least three years to catch up to the projected demand. So it was the speed with which China

launched its construction programs that caught the world market off guard. For decades, countries, such as the U.S., were taking for granted a relative materials surplus and, therefore, became dependent on imports to fill their needs. Until recently, for example, China was exporting its steel and coal, which added to the worldwide glut. Architects will remember steel-stud manufacturers recommending their product over wood studs for residential construction in the late 1990s with the pitch that steel prices were so much


more stable. Then, between 1999 and 2003, with its construction boom really taking off, China began consuming all of its domestic production and more--much more.

However, it's not just underproduction of raw materials that's to blame for high materials costs. Also at play is the skyrocketing cost of moving bulk materials from mines to mills to consumers. Shipping prices have doubled in a year. Again, much of the problem is the speed at which the worldwide materials shortage developed and the length of time it takes to build the infrastructure to increase supply. As with construction materials, there is currently a three-year backlog in ship building, according to a May 21 *Washington Post* article. And, because loading and unloading bulk freighters has become a bottleneck, those ships that are available stand idle for weeks at a time waiting to take on their cargo. In a Catch-22 twist, shipyards are having trouble getting the steel to build new ships because there aren't enough ships to supply them the raw material.

### **Is there a solution?**

China's economy is growing so rapidly that there is some fear of a collapse, which would mean a sudden and possibly dramatic drop in materials prices. But that would probably be bad news, not good, because it could bring with it a worldwide economic slump. A more hopeful possibility is that the Chinese slow their growth in the coming months. If they can achieve a soft landing from their boom rather than an all-out crash, demand will stay strong as supply is enhanced, and prices will stabilize—probably about where they are now, maybe a little lower.

The most feasible way to cope with this situation as it develops, then, is to keep yourself informed and maintain strong lines of communication with your clients, consultants, and contractors.

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**Subject: 2006-07 FPP Cost Estimates****Date:** Fri, 28 May 2004 14:48:27 -0700**From:** "Yang-Staehlin, Gin" <GYANGSTA@CCCCO.edu>

**To:** Bob Thompson <bobt@marin.cc.ca.us>, Brian Speece <brian.speece@sccd.com>, Chris Addington <caddington@addington.net>, Dave Clinchy <ClinchD@losrios.edu>, Edward Valeau <evaleau@hartnell.cc.ca.us>, Eric Mittlestead <ericm@cos.edu>, Jack Shaffer <jshaffer@4cd.net>, Jon Sharpe <sharpej@losrios.edu>, Kevin Cobb <kcobb@addington.net>, Larry Carrier <lcarrier@hartnell.cc.ca.us>, Maria Baker <bakerm@yosemite.cc.ca.us>, Michael Beebe <michael.beebe@marin.cc.ca.us>, Mike Maas <mike@maasco.com>, Peter Hardash <pjhardash@paccd.cc.ca.us>, Raul Villalba <rvillalba@socccd.cc.ca.us>, Roy Stutzman <rstutzman@clpccd.cc.ca.us>, Sheila Flores <flores.sh@mccd.edu>, Stan Dobbs <sdobbs@clpccd.org>, Terry Ruscoe <terry@mccd.edu>, Tom Beckett <tbeckett@4cd.net>, Tom Burke <tburke@kccd.cc.ca.us>, Woody Wilson <wwilson@scmail.sierra.cc.ca.us>

Dear Districts,

We've recently experienced an explosion of bids coming in over budget up to 33%. To rebid the project, hoping that the value engineering efforts can help reduce the rebid effort results in an augmentation request to the state, please note that: 1) requests below 10% require State Public Works Board (PWB approval) with up to 60 day augmentation requests from 10-19.9% require a 20-day letter to the Legislature (Join Budget Committee) notifying them of the augmentation request and PWB approval, with delay; and 3) augmentation requests of 20% and greater cannot be supported due to a new/separate/special appropriation from the Legislature). There may be options to impact - if you are in one of these situations, please call me to discuss if we have

Possible factors why the numbers don't work: current building cost guidelines do not reflect reality, shortage of materials, uninterested subs, China's hoarding reuse steel, cop wages have increased, lots and lots of K-12 work out on the streets.

In looking ahead, building costs above guidelines can be supported in 2006-07 FPPs with appropriate documentation. Please include the request in the FPP on B-21, Justification of Additional Costs Exceeding Guidelines, and advise of such in the cover memo accompanying the submittal. When building your argument, please consider at least 3 recent comparable examples. Example: if the FPP is to construct a new 50,000 LRC, look at other entities including public, private and CC districts LRCs or similarly constructed facilities (structure, features, etc.). Please pay attention to locally-funded enhanced attributes that they support.

Present the data specifically and succinctly. We know the general factors, so provide the details. Help us package your proposal so that we are successful in carrying it across to administration/DOF/Governor. Structure your arguments to help us get past the LAO. The LAO will most likely repeatedly challenge your request even if your specifics are so be prepared to devote the staff resources in convincing the LAO. And yes, if this is unresolved during the spring Legislative hearings, there is a risk of losing the project probably not a greater risk than any other project they may take issue with.

Understanding submittals are due in a month, please give me a call if you have any questions.

Thanks!

Gin

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b> 30
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b> 10/26/04
<b>SUBJECT:</b>	<b>SOCCCD: MONTHLY FINANCIAL STATUS REPORT</b>	
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>INFORMATION</b>	

**BACKGROUND**

Monthly General Fund financial reports (EXHIBIT A) for the two colleges and the District are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance.

**STATUS**

The reports display the adopted budget, revised budget, and transactions through the end of the prior month. A review of current revenues and expenditures for the 2004/05 fiscal year shows that they are in line with the budget.

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

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

General Fund Income and Expenditure Summary  
As of September 30, 2004

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Difference	Year to Date Receipts/ Expenditures
<b>SOURCES OF FUNDS</b>					
BEGINNING FUND BALANCE:		19,789,436	19,789,436	0	
REVENUES:					
Federal Sources	8100-8199	\$ 1,089,636	1,089,636	0	73,635
Other State Sources	8600-8699	15,635,819	15,635,819	0	3,754,575
Other Local Sources	8800-8899	129,458,208	129,458,208	0	16,527,848
Total Revenue		146,183,663	146,183,663	0	20,356,058
INCOMING TRANSFERS	8980-8989	250,000	250,000	0	0
<b>TOTAL SOURCES OF FUNDS</b>		<u>166,223,099</u>	<u>166,223,099</u>	<u>0</u>	<u>20,356,058</u>
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	46,749,012	46,722,055	(26,957)	7,186,125
Other Staff Salaries	2000-2999	27,402,762	27,412,274	9,512	4,260,001
Employee Benefits	3000-3999	25,309,473	25,323,765	14,292	4,927,782
Supplies & Materials	4000-4999	3,089,280	3,023,361	(65,919)	466,413
Services & Other Operating	5000-5999	14,908,632	14,979,065	70,433	3,082,798
Capital Outlay	6000-6999	5,099,891	5,099,530	(361)	606,143
Payments to Students	7500-7699	367,720	366,720	(1,000)	57,232
Total Expenditures		122,926,770	122,926,770	0	20,586,494
OTHER FINANCING USES:					
Transfers Out	7300-7399	1,785,330	1,785,330	0	1,755,330
Basic Aid Transfers Out		32,741,093	32,741,093	0	5,000,000
Debt Service	7100-7199	812,409	812,409	0	362,612
Total Other Sources (Uses)		35,338,832	35,338,832	0	7,117,942
<b>TOTAL USES OF FUNDS</b>		<u>158,265,602</u>	<u>158,265,602</u>	<u>0</u>	<u>27,704,436</u>
<b>ENDING FUND BALANCE</b>		7,957,497	7,957,497	0	12,441,058
Reserve for Economic Uncertainties		6,639,492	6,639,492	0	
Location Reserves for Economic Uncertainties		1,318,005	1,318,005	0	
Reserve for Full-Time Faculty Obligation Adjustment		0	0	0	
Reserve for Potential Mid-Year Cuts		0	0	0	
One Time Revenue Including Basic Aid		0	0	0	
Nondesignated Budget Allocation		\$ 0	\$ 0	\$ 0	\$ 0



**SADDLEBACK COLLEGE**

General Fund Income and Expenditure Summary  
As of September 30, 2004

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Difference	Year to Date Receipts/ Expenditures
<b>SOURCES OF FUNDS</b>					
LOCATION BEGINNING BALANCE		8,289,197	8,289,197	0	0
REVENUES:					
Unrestricted Budget Allocation		\$ 55,520,372	55,520,372	0	8,845,284
Restricted Budget Allocation		7,201,817	7,201,817	0	2,478,055
Total Revenue		62,722,189	62,722,189	0	11,323,339
INCOMING TRANSFERS 8980-8989		250,000	250,000	0	0
<b>TOTAL SOURCES OF FUNDS</b>		<u>71,261,386</u>	<u>71,261,386</u>	<u>0</u>	<u>11,323,339</u>
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries 1000-1999		29,437,848	29,411,400	(26,448)	4,191,259
Other Staff Salaries 2000-2999		14,063,742	14,079,276	15,534	2,338,742
Employee Benefits 3000-3999		12,714,876	12,728,833	13,957	2,630,115
Supplies & Materials 4000-4999		2,184,262	2,131,617	(52,645)	330,821
Services & Other Operating 5000-5999		7,132,773	7,134,891	2,118	1,137,853
Capital Outlay 6000-6999		2,981,714	3,029,198	47,484	456,787
Payments to Students 7500-7699		161,770	161,770	0	12,377
Total Expenditures		68,676,985	68,676,985	0	11,097,954
OTHER FINANCING SOURCES/(USES):					
Transfers Out 7300-7399		949,254	949,254	0	919,254
Debt Service 7100-7199		635,147	635,147	0	318,654
Total Other Sources (Uses)		1,584,401	1,584,401	0	1,237,908
<b>TOTAL USES OF FUNDS</b>		<u>70,261,386</u>	<u>70,261,386</u>	<u>0</u>	<u>12,335,862</u>
LOCATION OPERATING BALANCE		1,000,000	1,000,000	0	7,276,674
Reserve for Economic Uncertainties		1,000,000	1,000,000	0	0
Nondesignated Budget Allocation		\$ 0	\$ 0	\$ 0	0

**IRVINE VALLEY COLLEGE**

General Fund Income and Expenditure Summary  
As of September 30, 2004

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Difference	Year to Date Receipts/ Expenditures
<b>SOURCES OF FUNDS</b>					
LOCATION BEGINNING BALANCE		4,471,181	4,471,181	0	0
REVENUES:					
Unrestricted Budget Allocation		\$ 29,139,375	29,139,375	0	4,855,014
Restricted Budget Allocation		4,182,852	4,182,852	0	1,561,687
Total Revenue		33,322,227	33,322,227	0	6,416,701
INCOMING TRANSFERS 8980-8989		0	0	0	0
<b>TOTAL SOURCES OF FUNDS</b>		<b>37,793,408</b>	<b>37,793,408</b>	<b>0</b>	<b>6,416,701</b>
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries 1000-1999		15,539,979	15,539,470	(509)	2,830,011
Other Staff Salaries 2000-2999		8,581,140	8,572,118	(9,022)	1,251,298
Employee Benefits 3000-3999		7,094,452	7,094,787	335	1,480,744
Supplies & Materials 4000-4999		739,899	734,398	(5,501)	113,942
Services & Other Operating 5000-5999		2,601,797	2,669,301	67,504	584,295
Capital Outlay 6000-6999		1,773,853	1,722,046	(51,807)	122,190
Payments to Students 7500-7699		205,950	204,950	(1,000)	44,856
Total Expenditures		36,537,070	36,537,070	0	6,427,336
OTHER FINANCING SOURCES/(USES):					
Transfers Out 7300-7399		829,076	829,076	0	829,076
Debt Service 7100-7199		177,262	177,262	0	43,959
Total Other Sources (Uses)		1,006,338	1,006,338	0	873,035
<b>TOTAL USES OF FUNDS</b>		<b>37,543,408</b>	<b>37,543,408</b>	<b>0</b>	<b>7,300,371</b>
LOCATION OPERATING BALANCE		250,000	250,000	0	3,587,511
Reserve for Economic Uncertainties		250,000	250,000	0	0
Nondesignated Budget Allocation		\$ 0	\$ 0	\$ 0	0

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM: 31</b>
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE: 10/26/04</b>
<b>SUBJECT: SOCCCD: QUARTERLY INVESTMENT REPORT</b>		
<b>REASON FOR BOARD CONSIDERATION: INFORMATION</b>		

**BACKGROUND**

Senate Bill Number 564 added Government Code Section 53646 requiring the local agencies in California, including educational institutions, to render a statement of investment policy to their local governing Board on an annual basis. In addition, a quarterly report in compliance with the investment policy is to be rendered to the governing Board with respect to the agency's investments. The Board approved the District's investment policy on September 16, 1996, and since then, quarterly reports have been rendered for the Board's information.

**STATUS**

This report is for the quarter ending on September 30, 2004. Our cash balances at the end of September 2004 were Thirty-eight Million Five Hundred Forty-nine Thousand Eight Hundred Fifty-one and 44/100 Dollars (\$38,549,851.44) in the Orange County Investment Pool (OCIP) and Forty Million and no/100 Dollars (\$40,000,000.00) in the Local Agency Investment Fund (LAIF) Pooled Investment Account. The OCIP investment pool is yielding an average of 1.42% and the LAIF investment pool is yielding an average of 1.67% for the fiscal quarter ending September 30, 2004. Both pools are highly liquid, with overnight wire transfers available upon request.

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

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b> 32
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b> 10/26/04
<b>SUBJECT:</b>	<b>SOCCCD: QUARTERLY FINANCIAL STATUS REPORT</b>	
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>INFORMATION</b>	

**BACKGROUND**

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

**STATUS**

The California Community Colleges quarterly Financial Status Report, as of September 30, 2004, for the 2004/05 fiscal year is attached as EXHIBIT A for the Board of Trustees' information and review.

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

**QUARTERLY FINANCIAL STATUS REPORT, CCFS-311Q**  
Fiscal Year 2004-05

**DISTRICT: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**QUARTER ENDED: September 30, 2004**

**I. Historical and Current Perspectives of General Fund (Unrestricted and Restricted):**

**Annual**

As of June 30 for fiscal year (FY) specified

		FY 2001-02 (Actual)	FY 2002-03 (Actual)	FY 2003-04 (Actual)	FY 2004-05 (Projected)
General Fund Revenues (Objects 8100, 8600 & 8800)		118,835,112	123,686,348	135,067,181	146,183,663
Other Financing Sources (Object 8900)		0	0	0	250,000
General Fund Expenditures (Objects 1000-6000)		100,061,574	100,687,012	102,786,504	122,560,050
Other Outgo (Objects 7100, 7300, 7400, 7500 & 7600)		23,706,540	14,086,155	36,198,826	35,705,552
Reserve for Contingency	Unrestricted				6,639,492
	Total				7,957,497
General Fund Ending Balance	Unrestricted	12,276,837	21,138,191	17,008,005	6,639,492
	Total	14,794,406	23,707,587	19,789,438	7,957,497
Prior-Year Adjustments		(81,850)			
Attendance FTES (Excluding apprentices and nonresidents)		<b>FTES</b>	<b>FTES</b>	<b>FTES</b>	<b>FTES</b>
		21,471	22,083	22,363	22,363

**Quarter**

For the SAME QUARTER in each fiscal year FY specified

		FY 2001-02 (Actual)	FY 2002-03 (Actual)	FY 2003-04 (Actual)	FY 2004-05 (Actual)
General Fund Cash Balance (Excluding investments)		22,797,919	6,266,667	21,935,143	21,680,126

**II GENERAL FUND (Unrestricted and Restricted) YEAR-TO-DATE REVENUES AND EXPENDITURES:**

		TOTAL BUDGET (Annual) (Column 1)	ACTUAL (Year-to-Date) (Column 2)	PERCENTAGE (Col. 2 ÷ Col. 1)
General Fund Revenues (Objects 8100, 8600 & 8800)		146,183,663	20,356,058	14%
Other Financing Sources (Object 8900)		250,000	0	0%
General Fund Expenditures (Objects 1000-6000)		122,560,050	20,529,262	17%
Other Outgo (Objects 7100, 7300, 7400, 7500, & 7600)		35,705,552	7,175,174	20%

\* Correction made to Prior Year FTES to exclude nonresidents.

III. Has the district settled any employee contracts during this quarter? Yes  No   
 If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

**SALARIES**

Contract Period Settled (Specify)	MANAGEMENT		ACADEMIC (Certificated)		CLASSIFIED	
	Total Salary Cost Increase	%*	Total Salary Cost Increase	%*	Total Salary Cost Increase	%*
Year 1 2004/05	\$ 158,392 *	%	\$	%	\$	%
Year 2	\$	%	\$	%	\$	%
Year 3	\$	%	\$	%	\$	%

**BENEFITS**

Contract Period Settled	MANAGEMENT TOTAL	ACADEMIC TOTAL	CLASSIFIED TOTAL
Year 1 2004/05	\$ 36,430	\$	\$
Year 2	\$	\$	\$
Year 3	\$	\$	\$

Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves, from cost-of-living, etc.

The salary increase is a result of a reclassified study for classified management. The salary increases, along with statutory fringe benefits, will be funded using general fund revenues.

IV. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit citations or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? Yes  No   
 If yes, list events and their financial ramifications. (Include additional pages of explanation if needed.)

V. Does the district have significant fiscal problems that must be addressed this year? Yes  No   
 Next year? Yes  No   
 If yes, what are the problems and what actions will be taken? (Include additional pages of explanation if needed.)

**CERTIFICATION**

To the best of my knowledge, the data contained in this report are correct.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, afforded the opportunity to be discussed and entered into the minutes of that meeting.

10/27/04  
 District Chief Business Officer Date

10/27/04  
 District Superintendent Date

Quarter Ended September 30, 2004

Governing Board Meeting Date October 26, 2004

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

General Fund Income and Expenditure Summary

of September 30, 2004

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Difference	Year to Date Receipts/ Expenditures
<b>SOURCES OF FUNDS</b>					
BEGINNING FUND BALANCE:		19,789,436	19,789,436	0	
REVENUES:					
Federal Sources	8100-8199	\$ 1,089,636	1,089,636	0	73,635
Other State Sources	8600-8699	15,635,819	15,635,819	0	3,754,575
Other Local Sources	8800-8899	129,458,208	129,458,208	0	16,527,848
Total Revenue		146,183,663	146,183,663	0	20,356,058
INCOMING TRANSFERS	8980-8989	250,000	250,000	0	0
<b>TOTAL SOURCES OF FUNDS</b>		<u>166,223,099</u>	<u>166,223,099</u>	<u>0</u>	<u>20,356,058</u>
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	46,749,012	46,722,055	(26,957)	7,186,125
Other Staff Salaries	2000-2999	27,402,762	27,412,274	9,512	4,260,001
Employee Benefits	3000-3999	25,309,473	25,323,765	14,292	4,927,782
Supplies & Materials	4000-4999	3,089,280	3,023,361	(65,919)	466,413
Services & Other Operating	5000-5999	14,908,632	14,979,065	70,433	3,082,798
Capital Outlay	6000-6999	5,099,891	5,099,530	(361)	606,143
Payments to Students	7500-7699	367,720	366,720	(1,000)	57,232
Total Expenditures		122,926,770	122,926,770	0	20,586,494
OTHER FINANCING USES:					
Transfers Out	7300-7399	1,785,330	1,785,330	0	1,755,330
Basic Aid Transfers Out		32,741,093	32,741,093	0	5,000,000
Debt Service	7100-7199	812,409	812,409	0	362,612
Total Other Sources (Uses)		35,338,832	35,338,832	0	7,117,942
<b>TOTAL USES OF FUNDS</b>		<u>158,265,602</u>	<u>158,265,602</u>	<u>0</u>	<u>27,704,436</u>
<b>ENDING FUND BALANCE</b>		7,957,497	7,957,497	0	12,441,058
Reserve for Economic Uncertainties		6,639,492	6,639,492	0	
Location Reserves for Economic Uncertainties		1,318,005	1,318,005	0	
Nondesignated Budget Allocation		\$ 0	\$ 0	\$ 0	\$ 0

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b> 33:
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b> 10/26/04
<b>SUBJECT:</b>	<b>SOCCCD: SEPTEMBER/OCTOBER 2004 CONTRACTS UNDER \$5,000</b>	
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>INFORMATION</b>	

**BACKGROUND**

During September/October 2004 the following contracts were reviewed and approved by the Deputy Chancellor following review by legal counsel, when appropriate.

**CONTRACTOR NAME**

**CONTRACT AMOUNT**

Hall Associates, Inc. Agreement to assist in the creation of flying sequences for Saddleback College production of Angels in America. (Attachment 1)	\$ 3,500.00
Laguna Beach Seniors, Inc. Affiliation agreement to provide clinical/internship training for students. (Attachment 2)	\$ 0.00
Orangewood Children Foundations Affiliation agreement to provide clinical/internship training for students. (Attachment 3)	\$ 0.00
Straight Talk, Inc. Affiliation agreement to provide clinical/internship training for students. (Attachment 4)	\$ 0.00
Friendship Shelter Affiliation agreement to provide clinical/internship training for students. (Attachment 5)	\$ 0.00
Capistrano Unified School District/Bridges II Affiliation agreement to provide clinical/internship training for students. (Attachment 6)	\$ 0.00
Pacific Bell Agreement regarding placement of underground telephone conduit system at Valencia Ave., east of Redhill for ATEP. (Attachment 7)	\$ 465.18
Saddleback Valley Unified School District Agreement to provide off-campus work to students eligible for the Federal Work-Study Program. (Attachment 8)	\$ 0.00



Hyatt Legal Plans, Inc. Agreement to offer employee-paid benefit of personal legal services to interested qualifying employees not covered by the District-paid legal services benefit. (Attachment 9)	\$ 0.00
Irvine Regional Hospital and Medical Center Affiliation agreement to provide clinical/internship training for students. (Attachment 10)	\$ 0.00
Irvine Barclay Theatre Operating Company Facility License Agreement for use of Irvine Barclay Theatre for rehearsals and performances of Irvine Valley Wind Symphony. (Attachment 11)	15% of gross
Diet's Don't Work Affiliation agreement to provide clinical/internship training for students. (Attachment 12)	\$ 0.00
Solutions for Recovery Affiliation agreement to provide clinical/internship training for students. (Attachment 13)	\$ 0.00
Visiting Nurses Association Home Health Services (VNA HHS) Affiliation agreement to provide clinical/internship training for students. (Attachment 14)	\$ 0.00

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

**HALL ASSOCIATES, INC.**  
12 Spring Knoll Court  
Johnson City, Tennessee 37601  
(423) 773-4255

**Saddleback College**  
28000 Marquerite Parkway  
Mission Viejo, CA 92691

September 13, 2004

The following when signed by an authorized member of your organization will constitute an agreement between us. This agreement becomes void if not signed and return to Hall Associates, Inc. with the initial payment within 30 days of the date above.

1. We agree to supply our services to assist you with the creation of flying sequences for your production of *Angels in America* to be precented Nov. 5 - 14, 2004.
2. These services include the following:
  - 1 - tracked flying system (30 feet of track)
  - 1 - flying harness
3. We also agree to supply the personal services of a flying director on Oct, 22, 2004, during which time he will install the equipment, assist in staging the flying sequences, and train your cast and crew in the operation of the equipment. He will also conduct a three-hour flying workshop for your theatre students.
4. For these services you agree to pay **HALL ASSOCIATES, INC.** \$3,500.00 payable as follows:

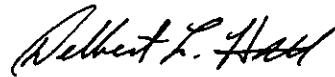
\$1,750.00 upon signing this agreement  
\$1,750.00 by Oct. 22, 2004
5. You also agree to:
  - A) Provide appropriate program to Hall Associates, Inc.
  - B) Provide transportation for flying director to and from airport (SNA)
  - C) Return the equipment to Hall Associates, Inc. immediately after your production.  
We will provide shipping instructions and pay the shipping.

AGREED:



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Gary Poertner  
Deputy Chancellor  
**South Orange County Community  
College District**



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Delbert L. Hall, President  
**HALL ASSOCIATES, INC.**





# Westcoast Sound, Inc.

Providing Professional Audio

Rental  
Order No. \_\_\_\_\_ATTACHMENT 1  
Page 3 of 3

#KCF!

## TERMS and CONDITIONS. Continued

- 1) **CONDITION OF EQUIPMENT:** LESSEE acknowledges that he has examined and tested the equipment listed herein and that it is in good workable and mechanical condition and accepts same as is. This equipment is leased without warranty or guarantee of any kind, expressed or implied, and the LESSOR assumes no responsibility or liability for the performance or non-performance thereof.
- 2) **REPAIRS:** LESSOR will maintain said equipment when by ordinary wear and tear, repairs become necessary. Work to be done only during regular hours at LESSOR'S place of business. LESSEE agrees not to attempt repairs or opening of precision instruments, and will be held liable for any damages resulting therefrom.
- 3) **LOSS OR DAMAGE:** LESSEE shall at all times be liable to LESSOR for the full list price of said equipment and agrees to pay promptly in the event of loss or damage, whether by fire, theft, burglary, fraud, mysterious disappearance, water or casualty of any nature. LESSEE agrees to return equipment in the same condition as delivered, at the time and date specified on the reverse hereof, and shall not remove it from the State of California without the written consent of the LESSOR. Rental rates paid do not apply to purchase of any equipment listed herein. LESSEE agrees that LESSEE is liable for said equipment when LESSEE contracts with LESSOR to install and operate said rental equipment for LESSEE.
- 4) **SUBLETTING:** LESSEE will not assign, transfer or sublet its rights under this lease, will not pledge, mortgage or encumber the leased equipment, or its rights hereunder and LESSEE will not permit same to be subject to any lien, charge, or encumbrance.
- 5) **BREACH OR TERMINATION:** Upon termination of the lease, or upon breach of any provision herein described, LESSOR or his agents shall be at liberty to enter upon the premises of the LESSEE and remove said equipment without liability for damage caused by said entry and without prejudice to LESSOR'S right to receive rent due or accrued to and including date of removal.
- 6) LESSEE agrees that the LESSOR shall not be liable for any personal injuries or other damages sustained by the rental of his property while using equipment covered by this contract. The LESSEE further agrees to keep the LESSOR free and harmless from any damages sustained by LESSEE, or any other person due to the use of his equipment.
- 7) LESSEE agrees to save the LESSOR free and harmless from any responsibility or obligation resulting from or arising out of the use of the equipment rented hereunder; and further agrees that any costs, claims, or attorney's fees or liability resulting from or arising out of the use of the herein described equipment will be paid by the LESSEE regardless of the claimant or claimants who institute action; LESSEE further agrees that if action be instituted to enforce any provision of the Contract, he will pay such sums as the court may fix as costs and attorney's fees.
- 8) Weekly rate is four times the daily rate. A week shall consist of seven consecutive days. When on weekly rate, additional days will be billed at one-fourth weekly rate. When on daily rate, Saturdays and Sundays shall be considered working days and charged as such. Delivery, Service, Operation, Set-Up, and Removal Charges extra.
- 9) Deposits in the amount specified by LESSOR are required. Insurance in transit will be charged when applicable. Rental shall commence upon delivery to LESSEE and terminate upon return to LESSOR. Unless otherwise specified, all costs of shipment to and from LESSEE shall be LESSEE'S responsibility. All rentals F.O.B. LESSOR'S place of business.
- 10) LESSEE agrees to insure said property with and insurance carrier acceptable to LESSOR for the full value of said property and at the option of the LESSOR to supply a certificate of insurance for same.
- 11) LESSEE is responsible for F.C.C. licensing, where applicable.
- 12) LESSEE is responsible for any past due balances. Past due balances are subject to loss of discounts, and a charge of 1.67% per month, 20% APR, will be assessed on the unpaid balance at the close of each month until the balance is zero. In the event suit is filed to collect any sums due, the prevailing party shall be entitled to reasonable attorney fees and court costs. In the event collection is necessary the agency employed will collect service charges and interest assessed during the collection processes and prior billing periods.

Initials

Date

AGREEMENT

(HEALTH SCIENCES / HUMAN SERVICES STUDENT PROGRAM)

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of September 2004, by and between:

Laguna Beach Seniors, Inc.  
384 Legion Street  
Laguna Beach, CA 92651  
(949) 497-2441

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

LAGUNA BEACH SENIORS, INC.

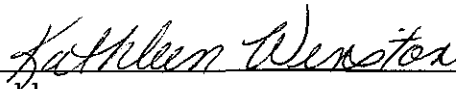
\_\_\_\_\_  
District

\_\_\_\_\_  
Agency



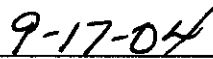
By: Gary Poertner  
Deputy Chancellor

\_\_\_\_\_  
By:



Reviewed by:  
Kathleen Winston, Dean  
Division of Health Sciences,  
Human Services and Emeritus Institute

\_\_\_\_\_  
Title:



\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

A G R E E M E N T

(HEALTH SCIENCES / HUMAN SERVICES STUDENT PROGRAM)

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of September 2004, by and between:

Orangewood Children Foundation  
1575 E. 17<sup>th</sup> St.  
Santa Ana, CA 92705  
(714) 619-0234

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

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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.

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IN WITNESS WHEREOF, the said parties have hereunto set their hands:

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

ORANGEWOOD CHILDREN FOUNDATION


\_\_\_\_\_  
District

\_\_\_\_\_  
Agency



\_\_\_\_\_  
By: Gary Poertner  
Deputy Chancellor

\_\_\_\_\_  
By:

  
\_\_\_\_\_  
Reviewed by:  
Kathleen Winston, Dean  
Division of Health Sciences,  
Human Services and Emeritus Institute

\_\_\_\_\_  
Title:

9-17-04  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



AGREEMENT

(HEALTH SCIENCES / HUMAN SERVICES STUDENT PROGRAM)

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of September 2004, by and between:

Straight Talk, Inc.  
5712 Camp St.  
Cypress, CA 90630  
(714) 743-4059

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:

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COMMUNITY COLLEGE DISTRICT

STRAIGHT TALK, INC.

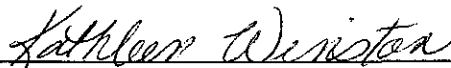
\_\_\_\_\_  
District

\_\_\_\_\_  
Agency



\_\_\_\_\_  
By: Gary Poertner  
Deputy Chancellor

\_\_\_\_\_  
By:



\_\_\_\_\_  
Reviewed by:  
Kathleen Winston, Dean  
Division of Health Sciences,  
Human Services and Emeritus Institute

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date

9-17-04

\_\_\_\_\_  
Date

AGREEMENT

(HEALTH SCIENCES / HUMAN SERVICES STUDENT PROGRAM)

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of September 2004, by and between:

Friendship Shelter  
1335 Pacific Coast Highway  
Laguna Beach, CA 92651  
(949) 494-4158

hereinafter called the Agency, and

South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, California 92692  
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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

FRIENDSHIP SHELTER

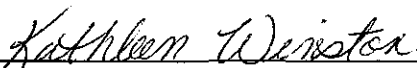
\_\_\_\_\_  
District

\_\_\_\_\_  
Agency



\_\_\_\_\_  
By: Gary Poertner  
Deputy Chancellor

\_\_\_\_\_  
By:



\_\_\_\_\_  
Reviewed by:  
Kathleen Winston, Dean  
Division of Health Sciences,  
Human Services and Emeritus Institute

\_\_\_\_\_  
Title:

9-17-04  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

A G R E E M E N T

(HEALTH SCIENCES / HUMAN SERVICES STUDENT PROGRAM)

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day of September 2004, by and between:

Capistrano Unified School District/Bridges II  
31566 El Camino Real,  
San Juan Capistrano, CA 92675  
(949) 489-2846

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

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- 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.

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IN WITNESS WHEREOF, the said parties have hereunto set their hands:

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

CAPISTRANO UNIFIED SCHOOL DISTRICT/  
BRIDGES II

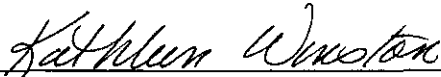
\_\_\_\_\_  
District

\_\_\_\_\_  
Agency



By: Gary Poertner  
Deputy Chancellor

\_\_\_\_\_  
By:



Reviewed by:  
Kathleen Winston, Dean  
Division of Health Sciences,  
Human Services and Emeritus Institute

\_\_\_\_\_  
Title:

9-23-04

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



SBC California  
1265 Van Buren Street  
Room 180  
Anaheim, CA 92807

July 28, 2004

**South Orange County Community College District**  
C/O Power Plus  
22792 Centre Dr., Suite 100  
Lake Forest, CA 92630

Job Reference: LE(70) 5320453

ATTENTION: Sarah Erb

This Letter of Agreement, by and between **South Orange County Community College District**, hereinafter referred to as "Developer" and Pacific Bell, hereinafter referred to as "Pacific", sets forth instructions for placing the underground telephone facilities at *Valencia Av., east of Redhill*, in accordance with the California Public Utilities Commission Tariff Schedule No. A2, Rules 15 and 16.

**Developer agrees to:**

1. Prior to the commencement of any work to be performed hereunder or at mutually agreed time thereafter, Developer shall grant to Pacific all necessary easements for Pacific's communication facilities in the locations and in a form satisfactory to Pacific.
2. Construct the telephone underground conduit system to Pacific's specifications and shall not make design changes without prior approval of Pacific's engineer.
3. Furnish and place all required conduit, vault(s), vault frame(s), cover(s) and incidental hardware; encase all radii and bends (80 feet or less), where applicable, as per drawing(s).

Job Number: LE(70)5320453

Drawing Numbers: 1

NOTE: INCIDENTAL HARDWARE DOES NOT INCLUDE PEDESTALS OR INTERFACES.

4. Obtain necessary permits for all excavation work.
5. Be responsible during construction by Developer for loss of material, unreasonable damage, breakage and any liability in connection with any material furnished by Pacific; provided, however, that Developer shall not be liable for defects in materials existing at the time delivered by Pacific.
6. Mandrel all ducts, place pull wires or 3/8 inch line in all ducts, verify all ties and provide accurate measurements for all conduit placed.
7. Notify Pacific's Subway Inspector on 714-669-2250 no later than five working days prior to start of conduit placement.
8. The Developer shall provide supervision over the coordination between various contractors working within the project in order to prevent damage to the facilities of the utility. The cost of repairs, replacement or relocation of utilities made necessary by others will be at the expense of the Developer until the project is complete.

Job #: LE(70)5320453

Dwg. 2 Issue 4

When constructed, inspected and accepted, and title to the underground supporting structure is vested in Pacific, then Pacific will assume maintenance of the structure. Developer or his contractor, however, shall be responsible for any liability regarding integrity of trench compaction and paving according to public agency permit requirements for a period of two years.

9. Developer shall indemnify Pacific and save it harmless from all loss of liability of any character whatsoever, including damage to Pacific's facilities arising directly or indirectly out of the negligence or willful misconduct of Developer, its contractors, employees, agents or permittees, in connection with the work to be performed. This indemnity does not apply to existing defects in materials provided by Pacific or the acts or omissions of Pacific.

**Pacific agrees to:**

1. Furnish Developer with working drawings and specifications for placing conduit and/or vault(s).
2. Furnish a list of approved contractors, (optional use) supplier index and material specifications.
3. Furnish and place all pedestals and (or) interfaces.
4. Provide inspection for the placement of conduit and/or vault(s).
5. Reimburse Developer, upon Pacific's acceptance of conduit system, for the cost of placing conduit classified as transiting conduit. Pacific will upon submission by Developer of actual contractors and suppliers paid bills, reimburse Developer for the actual cost of placing such conduit system (100% of total structure), provided that under no condition will this cost exceed \$465.18.

This reimbursement to the Developer will take place on subsequent work order as Pacific occupies the ducts.

Job #: LE(70)5320453  
Dwg. 3 Issue 4

6. Notify the Developer three months before Pacific occupies any of the 0 segments of conduit so that the Developer can bill Pacific.

Failure by either party to comply with the agreements as set forth in this letter could cause delay in providing service to the subject development.

Also, if there is no evidence of construction within 90 days from the date of execution, this Letter of Agreement may be terminated by written notice from either party.

Upon completion of work and acceptance by Pacific's Inspector, this letter shall be deemed as a "BILL OF SALE," thereby transferring ownership of said conduit and/or vault(s) to Pacific, free and clear of any and all liens, claims and encumbrances.

Please sign the original copy of this letter and return to:

Pacific Bell - Engineering Dept.  
Acquisition Desk-Melinda Powers  
1265 Van Buren, Room 180  
Anaheim, CA. 92807

Yours truly,

Doug Galvery  
Engineer, Pacific Bell  
Telephone: (714) 237-6156

**PACIFIC APPROVAL**

BY: *Douglas Shy*  
TITLE: MANAGER  
DATE: 07-28-02

ACCEPTED BY: \_\_\_\_\_  
PACIFIC SUBWAY INSPECTOR  
DATE: \_\_\_\_\_

**DEVELOPER APPROVAL**

BY: *L. Bertner*  
TITLE: DEPUTY CHANCELLOR  
DATE: 9-30-04

Job #: LE(70)5320453  
Dwg. 4 Issue 4

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

28000 Marguerite Parkway, Mission Viejo, CA 92692

(949)582-4860

**AGREEMENT COVERING OFF-CAMPUS EMPLOYERS' PARTICIPATION  
IN THE FEDERAL WORK-STUDY PROGRAM**

This agreement is entered into between South Orange County Community College District, hereinafter known as the "Institution," and Saddleback Valley Unified School District hereinafter known as the "Organization," a (Federal, State, or local public service agency), (private nonprofit organization), (strike one), for the purpose of providing work to students eligible for the Federal Work-Study Program (FWS).

Schedules to be attached to this agreement from time to time must be signed by an authorized official of the Institution and the Organization and must set forth:

1. Brief descriptions of the work to be performed by students under this agreement.
2. The total number of students to be employed;
3. The hourly rates of pay, and
4. The average number of hours per week each student will be using.

These schedules will also state the total length of time the project is expected to run. The Institution will pay 100% of the student's compensation through the Federal Work Study Program. The Institution will inform the Organization of the maximum number of hours per week a student may work.

Students will be made available to the Organization by the Institution to perform specific work assignments. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization. The Organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, national origin, or sex. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352, 78 Stat. 252) and Title IX of the Education Amendments of 1972

(Pub. L., 92-318) and the Regulations of the Department of Education which implement those Acts.

The Organization will submit a payroll form identifying the period of work, the name of each student, each student's hourly wage rate, the number of hours each student worked.

Documentary evidence that students received payment for their work such as photographic copies of canceled checks will be retained by the Institution.

#### TERMINATION OF THE AGREEMENT

This Agreement shall be subject to the availability of funds granted to Saddleback College for this program. In the event of a lack of funds, Saddleback College reserves the right to terminate the Agreement.

This Agreement may be amended upon mutual written consent of the employer and Saddleback College.

This Agreement may be terminated by either party if there is failure by the other party to comply with the provisions of this Agreement.

Except as provided elsewhere in this Agreement, this Agreement will remain in effect until terminated upon thirty (30) days written notice by either party.

#### For Saddleback Valley Unified School District

Organization: Linda Vista Elementary School

Address: 25222 Pericia Drive

Mission Viejo, CA 92691

Phone: 949/830-0970

FAX: 949/830-9237

Supervisor: Tony Ignoffo

Title: Assistant Superintendent, Instructional Services

Signature: 

Date: September 10, 2004

**For Saddleback College**

28000 Marguerite Parkway  
Mission Viejo CA 92692  
(949) 582-4860

Lise S. Telson  
Vice President for Student Services

7/27/04  
Date

Lise S. Telson  
Signature

**For South Orange County Community College District**

28000 Marguerite Parkway  
Mission Viejo CA 92692

Gary Poertner  
Deputy Chancellor

8-9-04  
Date

G. Poertner  
Signature

Gary L. Poertner  
Name

Word/K/FWS/offcampusagreement



**HYATT LEGAL PLANS AGREEMENT  
COMPREHENSIVE PLAN**

THIS AGREEMENT ("Agreement") by and between Hyatt Legal Plans, Inc. ("HLP"), a Delaware Corporation engaged in the legal plans business, and **The South Orange Community College District** ("the District"), with its principal place of business in California, is entered into as of the 28th day of September, 2004 and shall be executed prior to the date set forth below.

WHEREAS, the District intends to offer to certain of its employees and their dependents an employee welfare benefit plan providing personal legal services; and

WHEREAS, the District has determined that HLP is able to provide for said legal services and professional plan administration at a reasonable cost;

NOW, THEREFORE, the parties agree as follows:

1. "Employee" means those employees of the District who have elected to participate in the legal plan under rules established by the District.
2. "Participant" means those Employees, their lawful spouses and dependents, who are eligible to receive legal services under rules established by the District.
3. "Covered Services" means those personal legal services that HLP provides for Participants as determined by agreement between the District and HLP, and as set forth in Appendix A to this Agreement.
4. Excluded Services are those legal services that are not provided under the plan. They include the following: (1) employment-related matters, including District or statutory benefits; (2) matters involving the employer, MetLife® and affiliates, and plan attorneys; (3) matters in which there is a conflict of interest between the employee and spouse or dependents in which case services are excluded for the spouse and dependents, (4) appeals and class actions; (5) farm and business matters, including rental issues when the Participant is the landlord; (6) patent, trademark and copyright matters; (7) costs or fines; (8) frivolous or unethical matters and (9) matters for which an attorney-client relationship exists prior to the Participant becoming eligible for plan benefits.
5. "Plan Attorneys" means attorneys designated by HLP to provide Covered Services.
6. Covered Services shall be provided by Plan Attorneys unless a Plan Attorney who is willing and able to perform the services is not available, or the Participant chooses to use a non-plan attorney. In those circumstances, or where there is no Plan Attorney, HLP shall reimburse the Participant for the cost of the non-plan attorney selected by them, in accordance with a fee schedule established by HLP. HLP has no obligation to ensure the credentials or performance of non-plan attorneys.
7. The District shall certify to HLP the eligibility of each Employee on a monthly basis, using mutually agreeable procedures. HLP shall be paid for those the District reports as eligible. Eligibility shall be determined under rules established by the District, but under no circumstances shall the District establish a rule of eligibility which would require HLP to provide for legal services to a Participant for whom HLP is not receiving payments from the District.
8. The District shall compensate HLP for the provision of Covered Services by remitting to HLP tenthly (August and September will be dry months) an amount equal to \$18.00 per Employee who is

reported as eligible.

9. The District shall remit its payments to HLP monthly, said payments being received by HLP no later than the tenth day following the period for which services are to be provided. HLP shall have no obligation to provide services under this Agreement if payment is not received on time.

10. Plan Attorneys shall neither request nor accept additional compensation of any nature from Participants for the provision of Covered Services, except that court costs, filing fees, fines, judgments and any payments disbursed to a third party shall be paid by the Participant. A Participant shall have the right to file a complaint with the state bar concerning attorney conduct pursuant to the plan. Participants have the right to retain, at their own expense, any attorney authorized to practice law in their state.

11. HLP shall indemnify and hold harmless the District against any claim, judgment or liability resulting from any alleged professional negligence on the part of Plan Attorneys in delivering legal services under the plan or from any alleged negligence or misconduct on the part of HLP in the performance or omission of any responsibility assumed under this Agreement.

12. The District shall indemnify and hold harmless HLP against any claim, judgment or liability resulting from any alleged negligence or misconduct on the part of the District in the performance or omission of any responsibility assumed under this Agreement.

13. The District shall offer the legal plan to its employees once each year as part of its flexible benefits program and payroll deduction system. Employees must enroll for a period of one year. New employees may enroll at the time of hire for the remainder of a plan year.

14. The District shall make all determinations whether a person is an eligible Employee and HLP shall accept and rely on such determinations.

15. The District shall be responsible for printing and distributing a summary plan description to Employees. HLP shall provide the summary plan description text.

16. The District shall distribute enrollment materials to benefit eligible employees and Hyatt will be the only legal plan offered.

17. The District shall be responsible for any filings required by the IRS, Department of Labor or other agencies of the federal government. Upon request, HLP shall provide the District with information necessary to make such filings.

18. HLP shall make all determinations whether a Participant's matter is Covered or Excluded. HLP shall provide an impartial review and a letter explaining the reason for its determination to any Participant requesting such an explanation.

19. The effective date of the legal plan is December 1, 2004.

20. This Agreement shall remain in full force and effect through December 31, 2005. This Agreement shall automatically be renewed after December 31, 2005, on an annual basis from year to year until either party shall give notice of no less than three calendar months prior to the annual renewal date that it intends to terminate or seek amendment of the Agreement.

21. This Agreement is not assignable provided that either party may, with written notice, assign it to an affiliated or related entity.

22. This Agreement shall be governed by the laws of the state of California.

IN WITNESS WHEREOF, the undersigned do hereby execute this instrument, setting forth their signatures and intending to be bound on the date first set forth above.

For South Orange County Community College District

For Hyatt Legal Plans, Inc.



\_\_\_\_\_  
Gary Poertner, Deputy Chancellor  
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA. 92692-3635

\_\_\_\_\_  
Andrew Kohn  
General Counsel/Vice President of Operations  
1111 Superior Avenue  
Cleveland, OH 44114-2507

## Appendix A - Comprehensive Plan Definition of Covered Services

### ADVICE AND CONSULTATION

#### Office Consultation

This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

#### Telephone Advice

This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

### CONSUMER PROTECTION

#### Consumer Protection Matters

This service covers the Participant as a plaintiff, for representation, including trial, in disputes over consumer goods and services where the amount being contested exceeds the small claims court limit in that jurisdiction. The controversy must be evidenced by a written document such as a sales slip, contract, note or warranty. This service does not include disputes over real estate, construction, insurance or collection activities after a judgment.

#### Small Claims Assistance

This service covers counseling the Participant on prosecuting a small claims action; helping the Participant prepare documents; advising the Participant on evidence, documentation and witnesses; and preparing the Participant for trial. The service does not include the Plan Attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

### DEBT MATTERS

#### Debt Collection Defense

This benefit provides Participants with an attorney's services for negotiation with creditors for a repayment schedule and to limit creditor harassment, and representation in defense of any action for personal debt collection, foreclosure, repossession or garnishment, up to and including trial if necessary. It does not include vacating a judgment, counter, cross or third party claims, bankruptcy; any action arising out of family law matters; including support and post-decree issues; or any matter where the creditor is affiliated with the sponsor or employer.

#### Identity Theft Defense

This service provides the Participant with consultations with an attorney regarding potential creditor actions resulting from identity theft and attorney services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts. The defense services include limiting creditor harassment and representation in defense of any action that arises out of the identity theft such as foreclosure, repossession or garnishment, up to and including trial if necessary. The service also provides the Participant with online help and information about identity theft and prevention. It does not include counter, cross, or third party claims, bankruptcy; any action arising out of family law matters, including support and post decree issues; or any matter where the creditor is affiliated with the sponsor or Employer.

#### Personal Bankruptcy or Wage Earner Plan

This service covers the Employee and spouse in pre-bankruptcy planning, the preparation and filing of a personal bankruptcy or Wage Earner petition, and representation at all court hearings and trials. This service is not available if a creditor is affiliated with the Employer, even if the Employee or spouse chooses to reaffirm that specific debt.

#### Tax Audits

This service covers reviewing tax returns and answering questions the IRS or a state or local taxing authority has concerning the Participant's tax return; negotiating with the agency; advising the Participant on necessary

documentation; and attending an IRS or a state or local taxing authority audit. The service does not include prosecuting a claim for the return of overpaid taxes or the preparation of any tax returns.

## DEFENSE OF CIVIL LAWSUITS

### Administrative Hearing Representation

This service covers Participants in defense of civil proceedings before a municipal, county, state or federal administrative board, agency or commission. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include divorce or post-decree matters, paternity, support or custody matters, or litigation of a job-related incident.

### Civil Litigation Defense

This service covers the Participant in defense of an arbitration proceeding or civil proceeding before a municipal, county, state or federal administrative board, agency or commission, or in a trial court of general jurisdiction. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include divorce or post-decree matters, paternity, support or custody matters, or litigation of a job-related incident. Services do not include bringing counterclaims, third party or cross claims.

### Incompetency Defense

This service covers the Participant in the defense of any incompetency action, including court hearings when there is a proceeding to find the Participant incompetent.

## DOCUMENT PREPARATION

### Affidavits

This service covers preparation of any affidavit in which the Participant is the person making the statement

### Deeds

This service covers the preparation of any deed for which the Participant is either the grantor or grantee.

### Demand Letters

This service covers the preparation of letters that demand money, property or some other property interest of the Participant, except an interest that is an excluded service. It also covers mailing them to the addressee and forwarding and explaining any response to the Participant. Negotiations and representation in litigation are not included.

### Mortgages

This service covers the preparation of any mortgage or deed of trust for which the Participant is the mortgagor. This service does not include documents pertaining to business, commercial or rental property.

### Notes

This service covers the preparation of any promissory note for which the Participant is the payor or payee.

## Document Review

This service covers the review of any personal legal document of the Participant, such as letters, leases or purchase agreements.

## IMMIGRATION

### Immigration Assistance

This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents and helping the Participant prepare for hearings.

## FAMILY LAW

### Name Change

This service covers the Participant for all necessary pleadings and court hearings for a legal name change.

### Premarital Agreement

This service covers the preparation of an agreement by an Employee and his or her fiancé(e) prior to their marriage, outlining how property is to be divided in the event of separation, divorce or death of a spouse. Representation is provided only to the Employee. The fiancé(e) must have separate counsel or must waive representation.

### Uncontested Adoption

This service covers all uncontested governmental agency and stepparent adoptions for the Employee and spouse. If an adoption becomes contested, the Employee or spouse must pay all additional legal fees.

### Uncontested Guardianship or Conservatorship

This service covers establishing an uncontested guardianship or conservatorship over a person and his or her estate when the Plan Member or spouse is appointed guardian or conservator. It includes obtaining a permanent and/or temporary guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork, attending the hearing and preparing the initial accounting. If the proceeding becomes contested, the Plan Member or spouse must pay all additional legal fees. This service does not include representation of the person over whom guardianship or conservatorship is sought, or any annual accountings after the initial accounting.

## PERSONAL INJURY

### Personal Injury (25% Network Maximum)

Subject to applicable law and court rules, Plan Attorneys will handle personal injury matters (where the Participant is the plaintiff) at a maximum fee of 25% of the gross award. It is the Participant's responsibility to pay this fee and all costs.

## REAL ESTATE MATTERS

### Eviction and Tenant Problems (Primary Residence – Tenant Only)

This service covers the Participant as a tenant for matters involving leases, security deposits or disputes with a residential landlord. The service includes eviction defense, up to and including trial. It does not include representation in disputes with other tenants or as a plaintiff in a lawsuit against the landlord, including an action for return of a security deposit.

### Refinancing of Home (Primary Residence)

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in refinancing of or in obtaining a home equity loan on a Participant's primary residence. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title District. The benefit does not include the refinancing of a second home, vacation property, rental property or property held for business or investment.

### Sale or Purchase of Home (Primary Residence)

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's primary residence or of a vacant property to be used for building a primary residence. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title District. The benefit does not include the sale or purchase of a second home, vacation property, rental property, property held for business or investment or leases with an option to buy.

### Home Equity Loans (Primary Residence)

This service covers the review or preparation of a home equity loan of the Participant's primary residence.

## TRAFFIC AND CRIMINAL MATTERS

### Juvenile Court Defense

This service covers the defense of an Employee's dependent child in any juvenile court matter, provided there is no conflict of interest with the Employee, in which case this service provides an attorney for the Employee only.

### Traffic Ticket Defense (No DUI)

This service covers representation of the Participant in defense of any traffic ticket except driving under influence or vehicular homicide, including court hearings, negotiation with the prosecutor and trial.

### Restoration of Driving Privileges

This service covers the Participant with representation in proceedings to restore the Participant's driving license.

## WILLS AND ESTATE PLANNING

### Living Trusts

This service covers the preparation of a living trust for the Participant. It does not include tax planning or services associated with funding the trust after it is created.

### Living Wills

This service covers the preparation of a living will for the Participant.

### Powers of Attorney

This service covers the preparation of any power of attorney when the Participant is granting the power.

### Probate (10% Network Discount)

Subject to applicable law and court rules, Plan Attorneys will handle probate matters at a fee 10% less than the Plan Attorney's normal fee. It is the Participant's responsibility to pay this reduced fee and all costs.

### Wills and Codicils

This service covers the preparation of a will for the Participant. The creation of any testamentary trust is covered. The benefit includes the preparation of codicils and will amendments. It does not include tax planning.

## AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of September 1, 2004 (the "Effective Date") between **South Orange County Community College District** ("School"), and **Amisub (Irvine Medical Center), Inc.**, a California corporation, doing business as **Irvine Regional Hospital and Medical Center** ("Hospital").

### RECITALS:

A. School offers to enrolled students a degree program in the field of Nursing RN level, Psychiatric Technician, Emergency Medical Technician-IA, Paramedic (PM), Phlebotomist and Human Services.

B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of California ("State").

C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.

D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

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

#### 1. RESPONSIBILITIES OF SCHOOL

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

- (1) orientation of students to the clinical experience at Hospital;
- (2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
- (3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

(4) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

(5) supervision of students and their performance at Hospital;

(6) participation, with the students, in Hospital's Quality Assurance and related programs; and

(7) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. **Insurance.** School shall maintain for itself and shall provide to the Program Participants or require that Program Participants obtain and maintain appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers or self insurance programs approved by Hospital, in accordance with Hospital's bylaws, rules, and regulations.

d. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

e. **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by



School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

f. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

g. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

h. **Training.** Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the individual view a videotape provided to School by Hospital pursuant to the license grant in Section 11 hereof (the "Video") in its entirety and achieve a passing score (as defined by Hospital from time to time) on the questions at the end of the Video. School shall maintain training records, including, without limitation, the names of those students, School employees, agents, representatives and faculty members that viewed the Video, date and time that each viewed the Video and the score that each received on the questions at the end of the Video ("Training Records"). Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

## 2. RESPONSIBILITIES OF HOSPITAL.

a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of [rehabilitative or psychiatric or acute care] patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social

security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and

Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.**

School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance

with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

## 8. **TERM; TERMINATION.**

a. **Term.** The initial term of this Agreement shall be two (2) year(s), commencing on the Effective Date.

b. **Termination.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least 30 days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed one (1) month.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

9. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

10. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

11. **LICENSE** As between School and Hospital, Hospital is the sole and exclusive owner of the Video. Hospital hereby grants to School a limited, non-transferable, non-exclusive license to use and display the Video solely to perform the obligations set forth in Subsection 1.h. School has no right otherwise to use the Video except as set forth in this Section 11.

12. **INDEMNIFICATION.** School shall indemnify and hold Hospital harmless from and against any and all liability and costs, including attorneys' fees, resulting from a breach of Subsection 7.d. by School, Program Participants, School's agents or subcontractors.

13. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Orange County, California in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State. Any award rendered by the

arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

14. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

15. **NO WAIVER.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

16. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

17. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. For purposes of this Agreement, the transfer of ownership of all or a portion of the shares, partnership interests, or other ownership interests of School, in a single transaction or a series of transactions, which results in the replacement of 50% or more of the shareholders, partners, members or owners, as the case may be, of School as they existed on the commencement date of this Agreement shall be deemed an assignment hereunder. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

18. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to School: Saddleback College  
Health Sciences Division  
28000 Marguerite Pkwy  
Mission Viejo, CA 92692  
Attn: Deputy Chancellor

If to Hospital: Irvine Regional Hospital and Medical Center  
16200 Sand Canyon Avenue  
Irvine, CA 92618  
Attn: Chief Executive Officer

with a copy to: Tenet HealthSystem  
3 Imperial Promenade, Suite 600  
Santa Ana, CA 92707  
Attn: Regional Counsel - Law Department

or to such other persons or places as either party may from time to time designate by written notice to the other.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE  
DISTRICT**

By: *G. Poertner*  
Name: Gary Poertner  
Title: Deputy Chancellor  
Date: \_\_\_\_\_

**AMISUB (IRVINE MEDICAL CENTER), INC. A  
CALIFORNIA CORPORATION, D/B/A IRVINE  
REGIONAL HOSPITAL AND MEDICAL CENTER**

By: \_\_\_\_\_  
Name: Dan F. Ausman  
Title: President & Chief Executive Officer  
Date: \_\_\_\_\_

Reviewed by: *Kathleen Winston*  
**Kathleen Winston, Dean  
Health Sciences, Human Services  
and EMeritus Institute**



**EXHIBIT A**

**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Irvine Regional Hospital and Medical Center ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by \_\_\_\_\_ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Program Participant

\_\_\_\_\_  
Witness

**EXHIBIT B**

**CONFIDENTIALITY STATEMENT**

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between \_\_\_\_\_ (“School”) and Irvine Regional Hospital and Medical Center (“Hospital”), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Hospital. The undersigned further acknowledges that he or she has viewed a videotape regarding Hospital’s patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital’s and School’s privacy policies and procedures and privacy practices.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Program Participant

\_\_\_\_\_  
Witness

# THE BARCLAY

& CHENG HALL

Irvine Barclay Theatre Operating Company  
4199 Campus Drive, Suite 680, Irvine, CA 92612-2751

Tel: 949/854-4607 Fax: 949/854-4999  
www.thebarclay.org info@thebarclay.org

## FACILITY LICENSE AGREEMENT

This license agreement is made and entered into as of **September 24, 2004** by and between Irvine Barclay Theatre Operating Company, a California non-profit public benefit corporation ("IBT"), and **South Orange County Community College District** ("Licensee"). IBT hereby licenses, on a non-exclusive basis, to Licensee and Licensee hereby licenses from IBT the use of the premises known as Irvine Barclay Theatre for the purposes described below:

### ***"Irvine Valley College Wind Symphony and Jazz Ensemble"***

#### **Performance**

**Wednesday, April 13, 2005 at 8pm**

#### **Rehearsal**

**Wednesday, April 13, 2005, 5pm to 7pm**

### ***"Irvine Valley College Wind Symphony in Concert"***

#### **Performance**

**Tuesday, October 26, 2004 at 8pm**

#### **Rehearsal**

**Tuesday, October 26, 2004, 5pm to 7pm**

### ***"Irvine Valley College Wind Symphony in Concert"***

#### **Performance**

**Tuesday, March 1, 2005 at 8pm**

#### **Rehearsal**

**Tuesday, March 1, 2005, 5pm to 7pm**

Rehearsal, load-in and set-up times, which may not be listed above, must be scheduled in advance with IBT operations staff.

### **License Fees**

For the licensed use, Licensee shall pay to IBT the fees and charges set forth in the attached schedule of fees and charges. Licensee agrees to pay all outstanding fees and charges within seven days of receipt of invoice from IBT. Licensee's outstanding fees and charges shall be deducted from revenues from ticket sales conducted through IBT's box office. Ticket revenues in excess of the amount of fees and charges due to IBT by the Licensee will be remitted to the Licensee within a reasonable period of time, usually ten days or less after the Licensee's final event or activity.

### Insurance

The Licensee agrees to provide to IBT, prior to Licensee's use of the premises, a certificate of insurance indicating that the Licensee possesses Comprehensive General Liability Insurance with a combined single limit of not less than \$1,000,000 and Fire and Extended Coverage Insurance with respect to any claim or cause of action that may arise out of or in connection with the licensed use. **The certificate shall name Irvine Barclay Theatre, the City of Irvine, and the University of California, Irvine, as additional insureds.** An insurance certificate is due **Monday, October 18, 2004**. If the certificate is not received by this date, the Facility License Agreement may be voided by IBT at its discretion.

The Licensee represents herein that, if Licensee is an employer, Licensee maintains Worker's Compensation and Employer's Liability Insurance.

### Copyright Infringement

The Licensee will assume all costs arising from the use of any composition, materials, devices, or processes covered by copyright, patent, trademark, or franchise. The Licensee agrees to indemnify, defend and hold harmless IBT from any claims or costs, including legal fees, which might arise from question or use of any such material described above.

Revised July, 2004

### Promotional Requirements

The Licensee agrees to observe the promotional requirements, which are attached and are part of this agreement. Exceptions to these requirements may be made only by permission of IBT. Please consult IBT's director of communications for assistance.

### Ticketing Requirements

The Licensee agrees to observe the ticketing requirements, which are attached and are a part of this agreement. Exceptions to these requirements may be made only by permission of IBT. Please consult IBT's box office manager for assistance.

### Reimbursable Expenses

IBT will assist the Licensee to estimate in advance appropriate levels of labor, ushers, equipment and other support needed and the corresponding costs; however, IBT reserves the right to establish at its sole discretion the levels of support needed based on its judgment of prevailing conditions. The Licensee will be obligated to pay the associated expenses.

### Concession Sales

Sales of souvenir items such as compact discs and clothing must be conducted outside the auditorium at a location determined by IBT. The Licensee

Irvine Barclay Theatre  
Facility License Agreement  
Page 3 of 4

agrees to pay to IBT 15% of the gross merchandise sales conducted by, or on behalf of, the Licensee on IBT's premises. Payment will be made at the conclusion of the Licensee's event(s).

### **Damage and Theft**

IBT shall not be obligated or required to replace or repair any part of the licensed premises nor be liable to Licensee for any damage occurring therein, nor for any loss, theft, damage, injury or other casualty to the property or persons of Licensee, its agents or employees or third parties who have provided equipment or other personal property to Licensee. The Licensee shall be responsible for any damage beyond normal wear and tear to the premises or equipment on the premises as a result of the Licensee's negligence, misuse or carelessness.

### **Hold Harmless**

The Licensee shall indemnify, save and hold harmless IBT, its officers, directors, trustees, agents and employees (collectively the "Indemnified Parties"), from and against any and all losses, liabilities, damages, claims, demands, actions, judgments or causes of action, assessments, costs and expenses, including without limitation, interest, penalties and attorneys' and accountants' fees asserted against, resulting to, imposed upon or incurred or suffered by, the Indemnified Parties, directly or indirectly, as a result of, or

Revised July, 2004

based upon or arising from, the performances or Licensee's use of the licensed premises, or any inaccuracy in or breach or nonfulfillment of any of the representations, warranties or agreements made by the Licensee in or pursuant to this license agreement.

### **Force Majeure**

If any matter or condition beyond the reasonable control of either party, financial inability excepted, such as, but not limited to war, public emergency, calamity, strike, labor disturbance, fire, interruption of transportation services, casualty, physical disability, illness, earthquake, flood, act of God, or other disturbance or any governmental restriction (collectively, "force majeure"), prevent performance by a party to this agreement then the following provisions shall pertain: a) If such force majeure shall prevent performance by IBT, Licensee or by both IBT and the Licensee: 1) Licensee's payment obligation under this agreement shall be suspended or excused to the extent commensurate with such force majeure but Licensee shall continue to be obligated to perform all of its other obligations under this agreement; 2) IBT's obligations under this agreement shall be suspended or excused to the extent commensurate with such force majeure; and 3) neither IBT nor Licensee shall be obligated to the other party for any losses or costs sustained or incurred by the other party as a result of such force majeure; and b) In the event of such force majeure, the term of this

Irvine Barclay Theatre  
Facility License Agreement  
Page 4 of 4

agreement shall not be extended and  
IBT shall not be obligated to license the  
premises to Licensee for use during any  
other period in substitution for the period,  
if any, when performance is prevented by  
force majeure.

Agreed:

Irvine Barclay Theatre  
4199 Campus Drive, Suite 680  
Irvine, CA 92612  
949 854-4607 FAX: 949 854-4999

By: \_\_\_\_\_  
Douglas C. Rankin Date  
Its: President

Agreed:

Dr. Gary Poertner  
South Orange County Community  
College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
949-451-5366

By: G. Poertner \_\_\_\_\_  
Gary Poertner Date  
Its: Deputy Chancellor

Agreed:

Dr. Glenn Roquemore  
Irvine Valley College  
5500 Irvine Center Drive  
Irvine, Ca 92618

By: Glenn Roquemore 9/28/21  
Glenn Roquemore Date  
Its: President

Please initial: DRR

I have received and reviewed the  
following documents:

- Facility Preservation Fund
- Schedule of Fees and Charges for Non-  
Profit Licensees
- Ticketing Requirements
- Promotional Requirements
- Patron Services Information

Additionally, a Licensee Guideline book  
is available to you. You may print this by  
visiting the Barclay website at  
[www.thebarclay.org](http://www.thebarclay.org) and pointing to the  
appropriate link, or you may request a  
copy by calling the Barclay offices at  
949.854.4607.

AGREEMENT

(HEALTH SCIENCES / HUMAN SERVICES STUDENT PROGRAM)

THIS AGREEMENT is made and entered into this 29<sup>th</sup> day of September 2004, by and between:

Diet's Don't Work  
28282 Cabot, Suite # 300  
Laguna Niguel, CA 92677  
(949) 280-6606

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

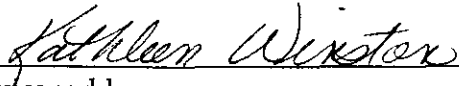
DIET'S DON'T WORK

\_\_\_\_\_  
District

\_\_\_\_\_  
Agency

  
\_\_\_\_\_  
By: Gary Poertner  
Deputy Chancellor

\_\_\_\_\_  
By:

  
\_\_\_\_\_  
Reviewed by:  
Kathleen Winston, Dean  
Division of Health Sciences,  
Human Services and Emeritus Institute

\_\_\_\_\_  
Title:

10-7-04  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

A G R E E M E N T

(HEALTH SCIENCES / HUMAN SERVICES STUDENT PROGRAM)

THIS AGREEMENT is made and entered into this 29<sup>th</sup> day of September 2004, by and between:

Solutions for Recovery  
PO Box 520  
Dana Point, CA 92629  
(949) 661-8313

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:

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PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

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IN WITNESS WHEREOF, the said parties have hereunto set their hands:

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

SOLUTIONS FOR RECOVERY

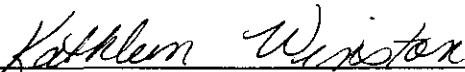
\_\_\_\_\_  
District

\_\_\_\_\_  
Agency



\_\_\_\_\_  
By: Gary Poertner  
Deputy Chancellor

\_\_\_\_\_  
By:



\_\_\_\_\_  
Reviewed by:  
Kathleen Winston, Dean  
Division of Health Sciences,  
Human Services and Emeritus Institute

\_\_\_\_\_  
Title:

10-7-04  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

A G R E E M E N T

(HEALTH SCIENCES / HUMAN SERVICES STUDENT PROGRAM)

THIS AGREEMENT is made and entered into this 6<sup>th</sup> day of October 2004, by and between:

Visiting Nurses Association Home Health Services (VNA HHS)  
2500 Red Hill Ave., Suite 105  
Santa Ana, CA 92705  
(714) 263-4706

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:

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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.
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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

VISITING NURSES ASSOCIATION  
HOME HEALTH SERVICES (VNA HHS)

\_\_\_\_\_  
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:

*10-7-04*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b> BOARD OF TRUSTEES	<b>ITEM:</b> 34
<b>FROM:</b> CHANCELLOR	<b>DATE:</b> 10/26/04
<b>SUBJECT:</b> IRVINE VALLEY COLLEGE: FALL 2004 STIPEND	
<b>REASON FOR BOARD CONSIDERATION:</b> 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 an additional extra contractual assignment for Fall 2004.

<b>Item Submitted By:</b> Dr. Glenn R. Roquemore, President <i>DRR</i>	
<b>Item Reviewed By:</b> Dr. Raghu P. Mathur, Chancellor	
<b>Final Disposition:</b>	<b>Vote:</b>

IVC  
Fall 2004 Stipends

<u>Faculty Assignment</u>	<u>Stipend Amount</u>	<u>Hours @ \$27.00per hr</u>	<u>Funding</u>	<u>Name</u>
Staff Development Co-ordinator	\$ 2,160.00	80	General	Gary Rybold

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	BOARD OF TRUSTEES	<b>ITEM:</b>	35
<b>FROM:</b>	CHANCELLOR	<b>DATE:</b>	10/26/04
<b>SUBJECT:</b>	RESOLUTION IN SUPPORT OF CALIFORNIA COMMUNITY COLLEGE SYSTEM RESPONSE TO CALIFORNIA PERFORMANCE REVIEW		
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>		

**BACKGROUND**

The recently released California Performance Review (CPR) includes a recommendation to consolidate the Community Colleges Chancellor's Office, the California Postsecondary Education Commission, the California Student Aid Commission and the Bureau for Private and Postsecondary and Vocational Education into a single Division of Higher Education reporting to the Secretary of Education; and, eliminate the California Community Colleges Board of Governors.

All three systems of public higher education in California - the University of California, the California State University, and the California Community Colleges - currently have independent governing boards that provide informed and knowledgeable policy direction to their respective systems. Only the community colleges Board of Governors is proposed for elimination by the CPR report.

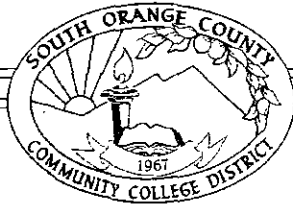
**STATUS**

Community college districts throughout the state are opposing the proposed consolidation. The California Community Colleges Board of Governors unanimously approved a resolution opposing the recommendations of the CPR to eliminate the governing board and realign the system administration under the Secretary of Education. The California Community College League of California has drafted a resolution for districts to support the response which has been adapted for SOCCCD (Exhibit A).

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution 04-31, Support of the California Community College System Response to the California Performance Review as shown in Exhibit A.

<b>Item Submitted By:</b>	Dr. Raghu P. Mathur, Chancellor		
<b>Item Reviewed By:</b>			
<b>Final Disposition:</b>	<b>Vote :</b>		



# Resolution

*South Orange County Community College District  
Board of Trustees*

## **SUPPORT OF THE CALIFORNIA COMMUNITY COLLEGE SYSTEM RESPONSE TO THE CALIFORNIA PERFORMANCE REVIEW**

**04-31**

**WHEREAS**, the California Performance Review (CPR) made 16 recommendations in areas related to government reorganization and education policy that have a profound effect on California Community College students including areas such as state mandated enrollment priorities, transfer, career and workforce education, mandatory community service, service to high school students, textbooks costs and elimination of the state board; and

**WHEREAS**, the California Community Colleges system of 72 local districts and 109 colleges is the largest system of higher education in the world, is one of the most successful and respected community college systems in the nation and is the most cost effective segment of higher education in the state; and

**WHEREAS**, the California Community College system currently serves 2.8 million students, has the most diverse student body in California higher education and provides the major point of entry into higher education for underrepresented students; and

**WHEREAS**, system leaders within the California Community Colleges, including the organizations of the chief executive officers, local governing board members, Academic Senate, faculty and classified unions, administrators and students have developed a response to these 16 CPR recommendations based on the effect the CPR recommendations would have on the equitable delivery of education programs and services to all students and the comprehensive community college mission, their potential for cost savings and improving effectiveness and innovation, and if they would improve accountability to the public; and

**WHEREAS**, the system leadership response raises appropriate concerns about certain recommendations and contains several alternative recommendations and options to those proposed in the CPR which would better meet the needs of students and the local communities served by California community colleges while maintaining efficiency, effectiveness and accountability; and,

**WHEREAS**, the system response has been reviewed by the following boards: California Community Colleges Trustees (CCCT); Chief Executive Officers of the California Community Colleges (CEOCCC); Board of Governors of California Community Colleges, the Academic Senate for the California Community Colleges (ASCCC Executive Committee), Association of California Community College Administrators (ACCCA); Community College Association (CCA/CTA), Community College Council/ California Federation of Teachers/ American Federation (CCC/CFT/AFT), Faculty Association of California Community Colleges (FACCC), California School Employees Association (CSEA), and California Student Association of Community Colleges (CalSACC);

**THEREFORE BE IT RESOLVED** that the South Orange County Community College District Board of Trustees supports the California Community College System Leadership Response to the California Performance Review.

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**Donald P. Wagner, President**

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**Nancy Padberg, Vice President**

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**Thomas A. Fuentes, Clerk**

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**William O. Jay, Member**

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**David B. Lang, Member**

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**Marcia Milchiker, Member**

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**John S. Williams, Member**

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**Brittany Poulton, Student Member**

**October 26, 2004**

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM: 36</b>
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE: 10/26/04</b>
<b>SUBJECT:</b>	<b>ACADEMIC PERSONNEL ACTIONS – REGULAR ITEMS</b>	
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL/RATIFICATION</b>	

**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 the Board of Trustees approve/ratify the academic personnel actions as shown in Exhibit A.

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

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS**

**A. ADMINISTRATIVE EMPLOYMENT**

1. DR. ROBERT J. KOPECKY is to be employed as Provost, Advanced Technology Education Park, effective October 15, 2004. Administrative Salary Schedule, Category I, Step 2. This is a new position board approved on March 29, 2004 (See Attachment 1).

**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</u>
Benschop, Joanne	Articulation Officer/IVC	\$ 2,700.00	09/13/04
Francisco, David	Academic Senate Secretary/SC	1,093.00	05/24/04
Kaufmann, Jeff	Flex Officer/IVC	2,160.00	08/12/04
McCarthy, Mary Ann	Info. to Local High Schools/SC	2,700.00	09/28/04
McCaughey, Colin	Admin. Of Justice Coord./IVC	2,160.00	01/10/05
McDonough, Mary	Human Dev. Prog. Coord./IVC	2,160.00	01/10/05
Stuffer, Martha	Acad. Chair Soc./Beh. Sci./IVC	2,700.00	01/10/05
Urell, Robert	Director-Comp. Learning Cntr./IVC	4,050.00	01/10/05
Urell, Robert	Acad. Chair, Business Sci./IVC	2,700.00	01/10/05
Ventura, Jan	2+2 Tech Prep Program/SC	1,375.00	08/23/04

2. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated at their respective hourly rate for Non-Instructional Assignments/Projects (3-for-1) in accordance with Appendix C of the Academic Employee Master Agreement, 2000-2002.

<u>Name</u>	<u>Assignment/Activity</u>	<u>Effective Dates</u>
Bell, Ron	Assessment of Prior Learning/SC	11/01/04-11/30/04
Benner, Kristin	Assessment of Prior Learning/SC	11/01/04-11/30/04
Cox, Anne	Assessment of Prior Learning/SC	11/01/04-11/30/04
Cunerty, Bill	Assessment of Prior Learning/SC	11/01/04-11/30/04
DeAguiro, Walt	Assessment of Prior Learning/SC	11/01/04-11/30/04
Duquette, Jan	Assessment of Prior Learning/SC	11/01/04-11/30/04
Evancoe, Eugene	Assessment of Prior Learning/SC	11/01/04-11/30/04
Forouzesh, Jennifer	Assessment of Prior Learning/SC	11/01/04-11/30/04
Gershman, Barbara	Assessment of Prior Learning/SC	11/01/04-11/30/04
Gillay, Carolyn	Assessment of Prior Learning/SC	11/01/04-11/30/04
Goodman, Rich	Assessment of Prior Learning/SC	11/01/04-11/30/04
Lenny, Fred	Assessment of Prior Learning/SC	11/01/04-11/30/04
McElroy, Mark	Assessment of Prior Learning/SC	11/01/04-11/30/04
McReynolds, Brad	Assessment of Prior Learning/SC	11/01/04-11/30/04
Millovich, June	Assessment of Prior Learning/SC	11/01/04-11/30/04
Morton, Joyce	Assessment of Prior Learning/SC	11/01/04-11/30/04
Newell, Linda	Assessment of Prior Learning/SC	11/01/04-11/30/04
Quade, Joyce	Assessment of Prior Learning/SC	11/01/04-11/30/04

2. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated at their respective hourly rate for Non-Instructional Assignments/Projects (3-for-1) in accordance with Appendix C of the Academic Employee Master Agreement, 2000-2002 (continued).

<u>Name</u>	<u>Assignment/Activity</u>	<u>Effective Dates</u>
Smith, Maureen	Assessment of Prior Learning/SC	11/01/04-11/30/04
Stevens, Kay	Assessment of Prior Learning/SC	11/01/04-11/30/04
Sullivan, Pat	Assessment of Prior Learning/SC	11/01/04-11/30/04
Tinervia, Joseph	Assessment of Prior Learning/SC	11/01/04-11/30/04
Welc, Martin	Assessment of Prior Learning/SC	11/01/04-11/30/04
Wood, Betsyrene	Assessment of Prior Learning/SC	11/01/04-11/30/04

**B. 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.

Not to Exceed

<u>Name</u>	<u>Activity</u>	<u>Amount</u>	<u>Effective Date</u>
Tinervia, Joe	South County Chamber Coord./SC	\$250.00	08/23/04-12/19/04

**C. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF**

**EQUIVALENCY**

<u>APPLICANT</u>	<u>HIGHEST DEGREE</u>	<u>PROBABLE ASSIGNMENT</u>	<u>APPROX. SALARY PLACEMENT</u>	<u>START DATE</u>
Steinriede, William	MA/Education	Surfing/SC	II/1	1/10/05

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>
Johnson, Paul	54 units/Music Ed	Applied Music/SC	I/1	01/10/05

Equivalency is based on completion of 54 semester units from Arizona State University Tempe, AZ, and 25-plus years of experience as a professional musician. In 1976 Mr. Johnson received a full music scholarship to Arizona State University. He interrupted his college education to fulfill a lifelong dream and tour with Woody Herman's Thundering Herd. Mr. Johnson is a nationally recognized jazz musician and exceptional teacher of the historical, technical, and cultural aspects of this great American music. His addition is essential to the rapidly expanding jazz studies program at Saddleback College.



**C. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (continued)

**EQUIVALENCY**

<u>APPLICANT</u>	<u>HIGHEST DEGREE</u>	<u>PROBABLE ASSIGNMENT</u>	<u>APPROX.SALARY PLACEMENT</u>	<u>START DATE</u>
Roman, Anthony*	AA/History	Health Science/SC	I/1	10/11/04

Equivalency is based on an AA in History from Southwestern Community College in Chula Vista, CA. Mr. Roman has extensive training and hands-on experience in teaching the de-escalation of violent and aggressive behavior in various settings. His hospital experience has provided him with real-life experiences which he can share with students to illustrate case studies of patients who are violent and how the violence was de-escalated.

\*Ratification to fill unstaffed classes and/or to replace instructors that have withdrawn from their assignments.

**D. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF**

(Information Item - Pursuant to Board Policy 4002.1)

<u>APPLICANT</u>	<u>HIGHEST DEGREE</u>	<u>PROBABLE ASSIGNMENT</u>	<u>APPROX.SALARY PLACEMENT</u>	<u>START DATE</u>
Kotzer, Roseanne*	MSW/Social Work	Consumer Health/SC	III/10 <sup>1</sup>	10/04/04
Klune, Anthony*	MA/Speech	Speech/SC	II/1	10/04/04
Peterson, Edward*	MA/Music	Emeritus Music/IVC	II/1	10/18/04
Schwarzentraub, Sara* <sup>2</sup>	BS/Actuarial Sci.	Real Estate/SC	I/1	10/18/04
Sharma, Upasna*	MS/Chemistry	Chem Lab/SC	II/1	10/01/04

<sup>1</sup> Last worked for SOCCCD Spring semester 1996.

<sup>2</sup> 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.

\*Ratification to fill unstaffed classes and/or to replace instructors that have withdrawn from their assignments.

**E. OSH BANKING LEAVE PROVISION**

1. LINDA NEWELL, ID #4888, Professor of Business, Saddleback College, Pos #2089, is requesting a leave of absence for the Spring 2005 Semester, based on the equivalent of 23.5 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.

ATTACHMENT 1

NAME: DR. ROBERT J. KOPECKY

POSITION: PROVOST,  
ADVANCED TECHNOLOGY & EDUCATION PARK

EDUCATION:

Ph.D. Higher Education  
Vanderbilt University,  
Nashville, Tennessee

M.Ed. Educational Administration  
Cleveland State University  
Cleveland, Ohio

B.A. Economics  
Case Western Reserve University  
Cleveland, Ohio

EXPERIENCE:

Dr. Kopecky is currently consulting with a group of individuals seeking to launch University Services, Incorporated, a company that will partner U.S. colleges with counterparts in Russia and other countries for the distribution of executive education programs; and has recently left his position of Associate Academic Vice President at Loyola Marymount University, Los Angeles. Dr. Kopecky has over twenty-one years of academic program leadership/management and curriculum development experience in community colleges, technical institutes, as well as public and private universities overseeing academic degree programs, management development, continuing education, students with special needs, a women's resource center, study abroad, fund raising and distance learning. He has set up and run branch campuses and satellite locations and has established workforce and corporate training programs with Ford, Chrysler, and General Motors. Dr. Kopecky helped to create and to lead a Business and Community Solution Center to meet the needs of community constituents and developed programs with The White House to assist unemployed workers nationwide. Dr. Kopecky was one of the forming partners of JesuitNET, the on-line portal for all twenty-eight Jesuit institutions to deliver on-line degrees and courses worldwide.

HONORS/AWARDS:

2002 - President of the Deans of Adult and Continuing Education (elected by such prestigious institutions as Georgetown, Boston College, Fordham, and Loyola, Chicago);  
Named: Outstanding Seminar Presenter by the Council for the Advancement and Support of Education (CASE).

DR. ROBERT J. KOPECKY  
(Cont'd)

ACCOMPLISHMENTS:

Co-author of the first book written on campus-business partnerships published through the American Council of Education;

Syndicated columnist with a weekly column entitled "Future Work" that explored the realities of the modern workplace, and has been a guest on many radio and television news/talk shows both locally and nationally.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM: 37</b>
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE: 10/26/04</b>
<b>SUBJECT:</b>	<b>CLASSIFIED PERSONNEL ACTIONS – REGULAR ITEMS</b>	
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL/RATIFICATION</b>	

**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 the Board of Trustees approve/ratify the classified personnel actions as shown in Exhibit A.

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

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

1. 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>
<sup>1</sup> Avram, Nicusor	Groundskeeper/SC	120/1	08/30/04
<sup>1</sup> Hickman, Adrian	Sr. Administrative Asst./IVC	126/1	10/05/04
<sup>1</sup> Jones, Christopher	Custodian/SC	113/1	09/18/04
<sup>1</sup> Kaefer, Nichole	Athletic Equip. Spec., Driver/SC	121/1	09/22/04
<sup>1</sup> Kosulandich, Roseann	Library Assistant III/IVC	121/1	10/04/04
<sup>1</sup> Pettus, Helen	Sr. Graphic Designer/SC	130/1	10/01/04
<sup>1</sup> Porter, Michael	Custodian/SC	113/1	09/24/04
<sup>1</sup> Reymond, Corine	Sr. Administrative Asst/IVC	126/1	10/01/04
<sup>1</sup> Turnquist, Barbara A.	Admissions & Records Spec. I/SC	116/1	09/13/04

2. 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>
<sup>1</sup> Anderson III, William	Project Clerk/SC	\$ 7.25	08/28/04-06/30/05
<sup>1</sup> Bernaudo, Et	Specialist Aide/SC	\$ 8.50	09/15/04-06/30/05
<sup>1</sup> Black II, Alexander	Hardware/Software Aide/Dist	\$ 10.00	10/01/04-05/20/05
<sup>1</sup> Buffum, Austin G.	Coaching Aide/SC	\$ 15.00	08/18/04-06/30/05
<sup>1</sup> Callian, Thomas	Student Escort/IVC	\$ 7.00	08/23/04-06/30/05
<sup>1</sup> Cass, Christina	Hardware/Software Aide/Dist	\$ 10.00	10/01/04-05/20/05
<sup>1</sup> Clouse, Melissa	Specialist Aide/SC	\$ 9.50	07/01/04-06/30/05
<sup>1</sup> Conn, Irene	Clerk Short Term/SC	\$ 10.00	07/01/04-12/21/04
<sup>1</sup> Cooper, Lyda	Adm. & Records Aide/SC	\$ 10.72	07/01/04-12/21/04
<sup>1</sup> David, Jeremiah	Specialist Aide/IVC	\$ 9.50	09/15/04-06/30/05
<sup>1</sup> De Leva, Anthony	Project Specialist III/SC	\$ 15.25	08/23/04-06/30/05
<sup>1</sup> DeGhetto, Liana	Registration Cashier/SC	\$ 10.50	08/17/04-09/11/04
<sup>1</sup> DiPietrantonio, Nick	Hardware/Software Aide/Dist.	\$ 10.00	07/01/04-06/30/05
<sup>1</sup> Dinh, Mai	Hardware/Software Aide/Dist	\$ 10.00	10/01/04-05/20/05
<sup>1</sup> Field, Vananh	Project Specialist II/SC	\$ 14.00	09/30/04-06/30/05
<sup>1</sup> Gruen, David	Tutor/SC	\$ 7.25	08/30/04-06/30/05
<sup>1</sup> Hays, Norma	Clerk Short Term/IVC	\$ 8.50	09/07/04-09/10/04
<sup>1</sup> Hershberger, Gregory	Specialist Aide/IVC	\$ 8.50	09/30/04-06/30/05
<sup>1</sup> Hickman, Adrian	Project Specialist III/IVC	\$ 15.25	09/30/04-09/30/04
<sup>1</sup> Jensen, Pat J.	Clerk Short Term/IVC	\$ 8.50	09/07/04-09/14/04
<sup>1</sup> Lakow, Maria	Project Specialist III/IVC	\$ 15.25	09/17/04-09/20/04
<sup>1</sup> Lay, Chinami	Tutor/IVC	\$ 8.00	08/30/04-06/30/05
<sup>1</sup> Lopez, Jose	Specialist Aide/SC	\$ 8.50	08/16/04-06/30/05
<sup>1</sup> Lucas, Richard	Events Aide/IVC	\$ 12.00	08/15/04-06/30/05
<sup>1</sup> Lundell, Greg	Hardware/Software Aide/Dist.	\$ 10.00	07/01/04-06/30/05
<sup>1</sup> Mahar, Farkhunda	Specialist Aide/SC	\$ 9.50	07/01/04-06/30/05
<sup>1</sup> Machado, Sergio	Specialist Aide/IVC	\$ 8.50	08/15/04-06/30/05
<sup>1</sup> Malani, Rajleumor	Clerk Short Term/IVC	\$ 9.60	09/07/04-09/08/04
<sup>1</sup> Mann, Julia Leigh	Project Clerk/SC	\$ 7.25	09/15/04-05/11/05

2. 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>
<sup>1</sup> Martin, Jack	Specialist Aide/IVC	\$ 8.50	09/01/04-06/30/05
<sup>1</sup> Maryhew, Linda	Project Clerk/SC	\$ 7.25	08/17/04-08/25/04
<sup>1</sup> Nocella, Kirsten	Specialist Aide/IVC	\$ 8.50	08/15/04-06/30/05
<sup>1</sup> Nuccitelli, Giulia	Specialist Aide/IVC	\$ 8.50	09/01/04-06/30/05
<sup>1</sup> Nunes, Raymond	Project Specialist II/SC	\$ 14.00	09/15/04-06/30/05
<sup>1</sup> Ortiz, Eleanor	Project Specialist III/SC	\$ 15.25	09/08/04-10/31/05
<sup>1</sup> Pasion, Aurene Faith	Project Clerk/SC	\$ 7.25	08/31/04-06/30/05
<sup>1</sup> Pham, Thu	Project Clerk/SC	\$ 7.25	08/17/04-09/07/04
<sup>1</sup> Robles, Rachel	Project Specialist I/SC	\$ 12.75	08/23/04-08/23/04
<sup>1</sup> Sanchez, Beth	Specialist Aide/IVC	\$ 11.50	08/15/04-06/30/05
<sup>1</sup> Shekaramiz, Elaheh	Tutor/IVC	\$ 8.00	09/15/04-06/30/05
<sup>1</sup> Sheahan, Jerry	Tutor/IVC	\$ 8.00	09/27/04-06/30/05
<sup>1</sup> Shreeves, Shawn	Project Specialist III/SC	\$ 15.25	08/11/04-08/19/04
<sup>1</sup> Tazoi, Norma	Tutor/IVC	\$ 8.00	08/30/04-06/30/05
<sup>1</sup> Trillo, Ian	Tutor/SC	\$ 7.25	09/16/04-06/30/05
<sup>1</sup> Webber, Corey	Tutor/SC	\$ 7.25	09/01/04-06/30/05
<sup>1</sup> Womack, Juliet	Student Escort/IVC	\$ 7.25	09/09/04-06/30/05
<sup>1</sup> Woo, Winnie	Project Specialist III/Dist.	\$ 15.25	10/04/04-12/31/04

3. The following individuals are to be employed on a temporary basis, as **Professional Expert**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the 2004-2005 Academic year. Rate of pay not to exceed the amount defined per individual.

<u>Name</u>	<u>Position</u>	<u>Rate</u>	<u>Start/End Date</u>
<sup>1</sup> Abreu, Michele	Model/SC	\$15.50 per hour	09/14/04-06/30/05
<sup>1</sup> Anderson, Maria	Clinical Skills Spec/SC	\$25.00 per hour	08/31/04-06/30/05
<sup>1</sup> Beck, Jonathon	Model/IVC&SC	\$15.50 per hour	09/21/04-06/30/05
<sup>1</sup> Bowers, Deborah	Model/SC	\$15.50 per hour	07/01/04-06/30/05
<sup>1</sup> Castleberry, Tameka	Model/SC	\$15.50 per hour	07/01/04-06/30/05
<sup>1</sup> Cheng, Chris	Clinical Skills Spec/SC	\$15.00 per hour	09/15/04-12/31/04
<sup>1</sup> Christian, Jill	Clinical Skills Spec/SC	\$25.00 per hour	09/01/04-06/30/05
<sup>1</sup> Cozza, Angela	Clinical Skills Spec/SC	\$25.00 per hour	09/01/04-06/30/05
<sup>1</sup> Dackermann, Victoria	Clinical Skills Spec/SC	\$25.00 per hour	09/09/04-06/30/05
<sup>1</sup> Delaby, Michael	Clinical Skills Spec/SC	\$25.00 per hour	09/20/04-06/30/05
<sup>1</sup> Caldwell, Jeanne	Clinical Skills Spec/SC	\$25.00 per hour	09/07/04-06/30/05
<sup>1</sup> Delamar, Kristen	Clinical Skills Spec/SC	\$25.00 per hour	08/26/04-06/30/05
<sup>1</sup> Hyland, Richard	Model/SC	\$15.50 per hour	07/01/04-06/30/05
<sup>1</sup> Matella, William	Model/SC	\$15.50 per hour	07/01/04-06/30/05
<sup>1</sup> Meyer, Rebecca	Clinical Skills Spec/SC	\$25.00 per hour	09/09/04-06/30/05
<sup>1</sup> Bolen, Jennifer	Model/SC	\$15.50 per hour	07/01/04-06/30/05
<sup>1</sup> Ober, Alyssa	Model/SC	\$15.50 per hour	07/01/04-06/30/05
<sup>1</sup> Parks, Tim	Model/SC	\$15.50 per hour	07/01/04-06/30/05
<sup>1</sup> Peel, Merunisha	Model/SC	\$15.50 per hour	07/01/04-06/30/05
<sup>1</sup> Roberts, Jacquelyn	Model/SC	\$15.50 per hour	07/01/04-06/30/05
<sup>1</sup> Sargent, Michelle	Model/SC	\$15.50 per hour	07/01/04-06/30/05
<sup>1</sup> Schmidt, Gretchen	Clinical Skills Spec/SC	\$25.00 per hour	09/21/04-06/30/05
<sup>1</sup> Stevens, Rene	Model/SC	\$15.50 per hour	07/01/04-06/30/05
<sup>1</sup> Urmston, Jennifer	Model/SC	\$15.50 per hour	07/01/04-06/30/05

3. The following individuals are to be employed on a temporary basis, as **Professional Expert**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the 2004-2005 Academic year. Rate of pay not to exceed the amount defined per individual. (Continued)

<u>Name</u>	<u>Position</u>	<u>Rate</u>	<u>Start/End Date</u>
<sup>1</sup> Varner, Amber	Model/SC	\$15.50 per hour	07/01/04-06/30/05
<sup>1</sup> Walz, Marg	Model/SC	\$15.50 per hour	07/01/04-06/30/05
<sup>1</sup> Weight, Jesse	Model/SC	\$15.50 per hour	07/01/04-06/30/05
<sup>1</sup> Wecklich, Steve	Clinical Skills Spec/SC	\$15.00 per hour	09/15/04-12/31/04
<sup>1</sup> Whidden, Pam	Model/SC	\$15.50 per hour	07/01/04-06/30/05
<sup>1</sup> Young, Julia	Model/SC	\$15.50 per hour	07/01/04-06/30/05

4. The following individuals are to be employed as **Student Help (Temporary)**, at \$7.25 per hour, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the 2003-2004 academic year.

<u>Name</u>	<u>Start/End Date</u>
<sup>1</sup> Calderon, Nick Anthony	09/08/04-06/30/05
<sup>1</sup> Campbell, Patricia	09/09/04-06/30/05
<sup>1</sup> Carmer, David	08/30/04-06/30/05
<sup>1</sup> Cistone, Nick	07/20/04-12/31/04
<sup>1</sup> Duong, Tuan	08/31/04-06/30/05
<sup>1&amp;2</sup> Eguchi, Yohei	08/16/04-12/21/04
<sup>1</sup> Ghaffari, Ardeshir	08/20/04-06/30/05
<sup>1</sup> Hines, Natalie	08/23/04-05/11/05
<sup>1&amp;2</sup> Hu, Chun Ying Jennifer	08/30/04-06/30/05
<sup>1</sup> Jeong, Hyejin	09/07/04-06/30/05
<sup>1</sup> Karlsmyr, Jesper	09/15/04-06/30/05
<sup>1</sup> Kindybal, Michael	08/31/04-06/30/05
<sup>1</sup> Kozick, Margaret	08/17/04-05/31/05
<sup>1</sup> Lee, Edward	08/23/04-06/30/05
<sup>1</sup> Lum, Kevin	08/16/04-05/31/05
<sup>1</sup> Mowery, Keaton	08/15/04-06/30/05
<sup>1</sup> Parra, Hector	08/15/04-06/30/05
<sup>1</sup> Sullivan, Lexie	08/23/04-05/11/05

<sup>1</sup>Approved by the Chancellor or Ratification prior to Board Approval

<sup>2</sup>Authorization by International Students office to work through Fall 2004/Spring 2005

**B. CLASSIFIED EMPLOYMENT** (Information Item -- Pursuant to Board Policy 4002.1)

- ELIZABETH HERNANDEZ is to be employed as Senior Laboratory Technician, Life Sciences and Technologies, Irvine Valley College, Pos #2480, Classified Range 130, Step 1, 40 hours per week, 12 months per year, effective October 20, 2004. This is a replacement position for Cecilia Noyes who resigned.
- VICTORIA MIRELES is to be employed as Senior Matriculation Specialist, Counseling Services & Special Programs, Saddleback College, Pos #2729, Classified Range 125, Step 2, 40 hours per week, 12 months per year, effective October 25, 2004. This is a replacement position for Kimberly Coutts.

**B. CLASSIFIED EMPLOYMENT** (Information Item – Pursuant to Board Policy 4002.1-  
Continued)

3. MARIA DE LA CRUZ BESNARD is to be employed as Student Affairs Director, Office of Student Services, Saddleback College, Pos #2732, Classified Leadership Range VI, Step 2, 40 hours per week, 12 month per year, effective October 18, 2004. This is a replacement position for Penelope Skaff who resigned.
4. FRANCES MILLER is to be employed as Senior Human Resources Specialist, Human Resources, District, Pos #2928, Classified Range 127, Step 6, 40 hours per week, 12 months per year, effective October 4, 2004.

**C. VOLUNTEERS**

The following individuals are to be approved as Volunteers for the 2003-2004 academic year.

Advanced Technology & Applied Science, Saddleback College

LACEY ALBIN	CHRIS MACRES
STEPHEN ALESHIRE	POONEH MANOOCHEHRI
BRANDON ANSLEY	BREE MARTIN
ARTHUR AOIGAN	JEFF MARVIN
ADAM ARONS	KIMBERLY MATTHEWS
ANIL BANDARANAIKE	CLARK MC CLANATHAN
NICK BEARD	BRANDON MC DONALD
JACLYN BENSON	ANGUS MC KAY
DARLENE ELISE BILDERBACH	BRIAN MC TEIGUE
SEAN BOTHWELL	DANIEL MECHUR
STEPHEN BREWER	ISIDRO MEDINA
LINDSEY BROCK	SHANNON BROWN
VINCENT BRYANT	XIMENA MENESES
SUSAN CAMPBELL	KYLE MEYERHARDT
JANNEE CAMPERO	JASON MIGEOT
NICOLE CASSESSO	JEAN-ANDREW MIKESELL
FILIPP CHEKITNEW	CYRUS MOFTAKHAR
CARMEN CIARLO	JACKIE MOORE
CURTIS COOPER	BRIAN MORABITO
TRAVIS CORCORAN	MIKE MORRIS
HUMBERTO CORTEZ	ALLISON MORROW
NICHOLAS COX	JACQUELYN MOTA
NARESSA DAUD	CODY NEAL
ANTHONY DAVIDSON	CYNTHIA NEUMANN
JUSTIN DAVIS	LAURA NEWBROUGH
JARED DEPHILLIPS	CARLOS NIETO
TAD DIXON	MARK ODRIA
CHRISTINA DOUGHTY	KRISTINA PAGE
SARAH DOVE	TRAVIS PALO
JOSH EAST	MATTHEW PAUL
ALEXIS EHRKE	ANTONETA PENA
BENJAMIN ELDRIDGE	KRYSTLE PLAIL
DANIELLE ERWIN	CHRYSTAL RAHMANI
ANNA ETHELTON	AHMAD RASHID
JENNIFER EWING	CHRIS RICHARDSON
TRACY FABREGAS	CASEY RIVELLO



**C. VOLUNTEERS** (Continued)

The following individuals are to be approved as Volunteers for the 2003-2004 academic year.  
(Continued)

Advanced Technology & Applied Science, Saddleback College

ANGELA FIRPO	MATT ROBISON
LAUREN FRIEDLER	ELIZABETH ROSSI
BRETT FULLER	DIANE ROTH
JUAN GILDEA	JENNIFER ROYBAL
BONIFAIE GOMEZ	HEATHER RUFINO
GRANT GRAHAM	PATRICIA RUIZ
TABITHA KAY GRAY	NOLAN SAINICK
JAMES GREEN	NARYSA SARDARI
CHRISTIAN GREENWOOD	CARRIE SCHMIDT
JOSEPH GRIFFITH	KEITH SCHNEIDER
LEAH GROTHE	JUSTIN SCHUDA
CHRISTINE GRUNINGER	LAURA SEVERINI
SHARON HAYES	SHAWNEEN SHAFIZADEH
JAMES HAYNIE	MIKE SHEA
KELLY HEAD	KYLE SMYTH
BRAD HEWITT	REID SNEDDON
SCOTT HOERLING	RACHEL SOMERS
LAUREN HOHL	EMILY SPEIDEL
KARI HOLBROOK	LEAH STANTON
HASTY HONARKAR	STEPHEN STEIGLER
ANNE MARIE HOST	JEFF STEPHENS
ERICA HOHER	ARMITA TABASSI
ELISE JENS	ANDREA TAYLOR
EMMA JONES	JUSTIN TAYLOR
JAMES KALUGER	MORGAN THARPE
LINDSAY KANTOR	JESSICA THOMPSON
WAYNE KOLCZ	PHMOC TRAN
SHAWNA KROEZE	LANA TRAPP
HEATHER JORDAN	JOSHUA TRUMAN
KRISTA JORGENSEN	CHRISTINE TSURUTA
MELISSA LARA	KRISTIN TUCKER
TERESE LAUBSCHER	KIRA UDA
RHONDA LAUGESON	JORDAN VILLWOCK
EDWIN LAVINO	JANCIE VOSHALL
MARY LAWRENCE	ADEAL WATSON
KATHARINE LEAVY	TIMOTHY WATSON
JENNIFER LEONARD	MATT WEINELL
ADAM LEVENTHAL	SUSAN WENDZEL
RANDY LEWEY	KATIE WERLHOF
TAYLOR LITTLE	JEFFREY WHITRIDGE
ANDREW LUTTRELL	SHAINA WILSON

Advanced Technology & Library Services, Irvine Valley College

ANDREW KHOSHO  
JAMES J. RICHARDS

**C. VOLUNTEERS (Continued)**

The following individuals are to be approved as Volunteers for the 2003-2004 academic year.  
(Continued)

Child Development Center, Saddleback College

MASHA LEIFER

Counseling Services & Special Programs, Saddleback College

GENE D'EMILIO

LILLIAN FAN

Fine Arts, Physical Education & Athletics, Saddleback College (Continued)

ROBERT ABE

CURT KNOX

SAM BANIS

STEPHEN LEONG

JAIME BARKER

STEVE MANNS

LAUREN BRIGHT

JOHN MARINO

JOHN CALEN

MARCO MARQUIN

U-TEE CHEAH

CLIFF MAY

ERIC CLAYPOOL

ROCKY MURRAY

IAN DAVIS

DAMON PACE

RON DRAKE

CHRISTOPHER POPPERWELL

BRADY FISCHER

NICOLE RAEI

DEBRA FRIEDMAN

PHILLIP THOMPSON

TABITHA KAY GRAY

IMRE TOTH

JEANNE HITCHMAN

LAM TRAN

VALERIE KILLEEN

SHAWN YECKLEY

Learning Assistance Program (LAP), Liberal Arts & Learning Resources, Saddleback College

EMILIO AGUILAR

ANNE TURNER

CLAUDE DJALE

PATRICIA WEBER

VICTOR OHASHI

URSULA WILLIS

HERMAN RAMIREZ

Math, Computer Science & Engineering, Irvine Valley College

RICH RIEFNER

NICHOLAS VOAKES

Math, Science, and Engineering, Saddleback College

JESSE BROADBENT

TAMARA MILLS

DAVID CARPENTER

ONNA JOHANNA PETERSEN

MELINDA FLANAGAN

TAMARA L. RIZZO

PAOLA GARCIA

VICTOR SCHNEIDER

THOMAS GRZECKA

TIFFANY SEARLE

HEATHER JORDAN

MICHAEL STOOP

CHARLES KEPFORD

LUKE ZIMMERMAN

RACHEL MILLS

MARIA ZIMMERMAN

**D. CHANGE OF STATUS**

1. LEWIS AKERS, ID# 3277, Laboratory Technician, School of Life Sciences and Technologies, Irvine Valley College, Pos #2103, Classified Range 119, Step 6, 10 months per year, 25 hours per week is to continued in an out-of-class assignment as Laboratory Technician, School of Life Sciences and Technologies, Irvine Valley College, Pos #1074, Classified Range 119, Step 6, 40 hours per week, 12 months per year until October 19, 2004. This is a temporary assignment to substitute for Hung Tran who is in an out of class assignment.
2. MARY HALL, ID #1576 is to be employed as Acting Director of Financial Aid, Saddleback College, Pos. #2934, Classified Leadership Range CL7, Step 4, effective July 1, 2004 and continuing until the Interim Director of Financial Aid position has been filled.
3. HUNG TRAN, ID# 4000 Laboratory Technician, School of Life Sciences and Technologies, Irvine Valley College, Pos ID# 1074, Classified Range 119, Step 6 is to continue in an out-of-class assignment as Senior Laboratory Technician, School of Life Sciences and Technologies, Irvine Valley College, Pos # 2480 Range 130, Step 3 until October 19, 2004. This is a temporary assignment in the position formerly held by Cecilia Noyes.

**E. SALARY ADJUSTMENTS; RETROACTIVE TO JULY 1, 2004**

1. CHERYL CLAVEL, ID# 11489, Executive Assistant to Vice Chancellor (Confidential), District Administration and Business Systems, Classified Leadership Range from CL3, Step 6, to new range CL4, Step 5.
2. ESTER GRAHAM, ID# 12196, Assistant Director, Human Resources, Administration and Business Systems, Classified Leadership Range from CL7, Step 6, to new range CL8, Step 4.
3. LESLEY R. HUSTING, ID# 6321, Executive Assistant to the Chancellor, Administration, Classified Leadership Range from CL4, Step 7, to new range CL5, Step 5.
4. JAMES LAURIE, ID# 13817, Human Resources Information Systems Manager, District Administration and Business Systems, Classified Leadership Range from CL5, Step 1, to new range CL6, Step 1.
5. TEDDI LORCH, ID# 2851, Director of Human Resources, District Administration and Business Systems, Classified Leadership Range from CL9, Step 3, to new range CL10, Step 1.
6. DONNA MARTIN, ID# 3887, Executive Assistant to the Board of Trustees (Confidential), Administration, Classified Leadership Range from CL4, Step 7, to new range CL5, Step 5.
7. SOPHIE MILLER, ID# 3814, Executive Assistant to President (Confidential), Saddleback College Office of the President, Classified Leadership Range from CL3, Step LDY1, to new range CL4, Step 7.
8. MARILYN RADENOVIC, ID# 2554, Executive Assistant to President (Confidential), Irvine Valley College Office of the President, Classified Leadership Range from CL3, Step LDY1, to new range CL4, Step 7.
9. MARY K. SLAVIN, ID# 2031, Business Services Director, District Administration and Business Systems, Classified Leadership Range from CL10, Step 4, to new range CL10, Step 6.

**E. SALARY ADJUSTMENTS; RETROACTIVE TO JULY 1, 2004** (Continued)

10. SHARON STRONG, ID# 1662, Executive Assistant to Vice Chancellor (Confidential), District Office of Educational Services, Classified Leadership Range from CL3, Step LDY1, to new range CL4, Step 8.
11. HENDRICK VAN LEEUWEN, ID# 7163, Associate Director Network Services, District Office of Information Technology, Classified Leadership Range from CL7, Step 8, to new range CL8, Step 6.

**F. LEAVE OF ABSENCE**

1. DARLENE HILL, ID# 1465, Administrative Assistant II, Maintenance, Operations & Support Services, Saddleback College, Pos #2696, Classified Range 121, Step 6, is to be placed on paid administrative leave through November 23, 2004.

**G. AUTHORIZATION TO ESTABLISH AND ANNOUNCE CLASSIFIED POSITION**

1. TELECOMMUNICATIONS AND NETWORK SECURITY MANAGER, Information Technology, District, seeks authorization to establish and announce a new full time Classified Leadership position, Classified Leadership Salary Schedule, CL7, within its staff complement (New Job Description, Attachment 1).
2. PROJECT COORDINATOR, Office of Human Resources, District, seeks authorization to establish and announce this Classified Leadership position, Classified Leadership Salary Schedule, CL6, effective November 1, 2004. This position will be a contract manager/term appointment for a period of 8 months only depending on the needs of the District. (New Job Description, Attachment 2).
3. RECEPTIONIST, Office of Human Resources, District, seeks authorization to establish and announce a new full-time, 12 month classified position, Classified Range 109, within its staff complement. (New Job Description, Attachment 3).
4. EXECUTIVE ASSISTANT, Advanced Technology Education Park, seeks authorization to establish and announce a new full-time, 12 month classified position, Classified Range 128, within its staff complement. (Attachment 4).

**H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

1. TONY ROGERS, ID #5375, Police Officer, Safety and Security, Irvine Valley College, Pos #2571, resignation effective March 2, 2004 and retirement effective March 3, 2004. Payment is authorized for any compensated time off. (Start date: July 1, 2000)
2. ALIX RANDALL, ID #1921, Senior Administrative Assistant, Counseling Services and Special Programs, Saddleback College, Pos #2764, resignation effective November 18, 2004 and retirement effective November 19, 2004. Payment is authorized for any compensated time off (Start date June 18, 1973)
3. ROBERT SAAVEDRA, ID # 6437, Custodian, Facilities and Maintenance, Irvine Valley College, Pos #1974, resignation effective September 30, 2004 and retirement effective October 1, 2004. Payment is authorized for any compensated time off (Start date July 5, 1994)

TELECOMMUNICATIONS AND NETWORK SECURITY MANAGER (CL7)

DEFINITION

To serve as the primary technical manager of the District's IP telephony system and network security auditor ensuring effective planning, design, evaluation, modification, maintenance, implementation and deployment of network security and IP telephony infrastructure; and to perform a variety of high-level and hands-on technical work with wide area data networks WAN and local area networks LAN, including the development, engineering, operations, and coordination of IT security measures and IP telephony processes.

DISTINGUISHING CHARACTERISTICS

The incumbent assigned to this class serves as the administrator and technical resource for the security of networked systems and the operation of IP telephony systems providing support for the District and both colleges.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction and supervision from the Director of Information Technology

Provides coordination, training, work direction, and assistance to college and District IT departments and staff in the administration and operation of the District's telecommunications systems

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Collaborate in the design, installation, customization, optimization, evaluation and monitoring of telecommunications hardware and software

Analyze network security and IP telephony services including existing security policy.

Assist in the implementation of a new network infrastructure including moves, adds, and changes (MAC) processes, maintain and monitor security; add new domains to the network using appropriate conventions.

Contribute to the implementation of new network systems; analyze requirements and coordinate problem solutions; develop plans and designs; prepare detailed technical operational specifications for the development and implementation of telecommunications and IP telephone system enhancements.

Audit and enhance existing network security policy, processes, and practices.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
Page 2 - TELECOMMUNICATIONS AND NETWORK SECURITY MANAGER (CL7)

Conduct technical field surveys to determine network site locations; develop detailed system design criteria, and evaluate equipment to determine compliance with specifications.

Analyze technical problems in the operation of the telecommunications system and security processes; initiate appropriate corrective action.

Assist District and college IT departments in the development and coordination of the telecommunication system and IP telephony with short and long range network plans.

Develop cost estimates; research and recommend alternatives regarding operational requirements and budgetary constraints; maintain current knowledge of new technologies for application to District and college systems.

Recommend telecommunication communications standards and cost effective methods of telecommunication data transmission; continually review current methods of data transmission; evaluate the use of new transmission technologies.

Coordinate and conduct engineering studies as needed; prepare technical reports; compile data evaluating and justifying requests for equipment and material to be included in the budget.

Interact and direct vendor service technicians and consultants in the installation and maintenance of telecommunication systems and IP telephony.

Create, track, and maintain documentation of District-wide telecommunication network facilities, including cabling, conduit and equipment; monitor conditions of cabling and IDFs; coordinate changes when necessary.

Develop and communicate training plans associated with new telephone system and security practices.

Provide 911/E-911 switching architectural support.

Provide operator and attendant support including voice and data network support to help desk staff.

Maintain campus and District telephone directories.

Perform related duties as assigned.

QUALIFICATIONS

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
Page 3 - TELECOMMUNICATIONS AND NETWORK SECURITY MANAGER (CL7)

Knowledge of:

Theories and principles of design, development, implementation, integration, operation, maintenance and management of complex computer networks (LAN and WAN) and associated hardware, firmware, software, and data communications interfaces of both voice and video telecommunications systems and all associated ancillary equipment.

Characteristics, capabilities, and uses of telecommunications network systems and security, and IP telephony processes, including data communication lines and equipment, data-access arrangement equipment, input and output devices, communication processors, line concentrators, telecommunications software, switching networks, multiplexers, terminals, modems and voice and video systems.

Computer networks.

Communication network architectures, programmable protocol analyzers, and telecommunications hardware.

Network telephony security processes and access control.

Components, capabilities, uses of servers and other computer equipment.

Operation and application of wide variety of network software.

Troubleshooting methods and equipment use in the detection of malfunctions and the maintenance of optimum operating efficiency of the telecommunications network system and telephony security processes.

Methods of training personnel on the new telecommunications systems and telephony security processes.

Ability to:

Plan, manage, organize and coordinate a variety of telecommunications personnel in order to ensure timely and effective communications services and security systems.

Act as team leader on telecommunications, security systems and IP telephony project making assignments, reviewing work and maintaining quality control.

Train other staff in principles of telecommunication systems and network security and IP telephony infrastructure; network engineering and operating principles of college and district equipment.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
Page 4 - TELECOMMUNICATIONS AND NETWORK SECURITY MANAGER (CL7)

Ability to: (Continued)

Recommend modifications, reconfigurations and upgrades to meet ever-changing mission requirements.

Create and write security guidelines and IP telephony procedures.

Work independently with minimum of direct supervision.

Establish and maintain cooperative and effective working relationships with others.

Communicate clearly and concisely, both orally and in writing, on technical subjects with those familiar and unfamiliar with technical matters.

Analyze technical problems accurately and recommend or take an effective course of action.

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:

At least five years of increasingly responsible Information Technology work experience in telecommunications and network service operations as a network technician and/or telecommunications analyst, including two years of supervisory experience in leading IT technical work groups in a project task force or support environment, a minimum of three years of routing and switching experience in voice and data, two years of voice telecommunications experience and a minimum of three years work experience with network security concepts and practices. At least one year of experience involving IP telephony is preferred.

Training:

A Bachelor's degree from a recognized college or university in computer science, information systems, computer engineering or related field or current certification in data communications or network technology. Substantial directly-related work experience may substitute for formal education.

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 5 - TELECOMMUNICATIONS AND NETWORK SECURITY MANAGER (CL7)

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

Ability to maintain sustained posture or intense attentiveness for prolonged periods; lift and carry objects weighing less than 30 pounds; walk, push and pull on a regular basis; see to read all printed materials including fine print, computer screen and electronic displays; hear and understand voices to conduct face-to-face and telephone conversations; speak in an understandable voice with sufficient volume to be heard within a normal conversational distance, on the telephone, and when addressing groups; transport self to places necessary to perform job, including enclosed areas of building and on even and uneven surfaces.

Effective: 10/12/04 (Grodt)  
Board Approved:

10/26/04

## **PROJECT COORDINATOR , HUMAN RESOURCES – (CL 6)**

### DEFINITION

The Project Coordinator of Human Resources provides coordination, leadership and training for temporary and hourly personnel as related to recruitment and placement activities for certificated and classified positions, administer HR hiring procedures and ensure compliance with District policies, federal and state laws. Develop project oriented training activities involved in the implementation of the District hiring procedures and coordinate faculty and classified staff recruitment activities with the colleges to assure District recruitment and placement is maintained in accordance with all equal opportunity regulations, specific education code requirements and contractual obligations.

### SUPERVISION RECEIVED AND EXERCISED

Receive direction from the Director and Assistant Director of Human Resources.

Exercise technical or functional supervision over assigned personnel.

### EXAMPLES OF DUTIES – Duties may include, but are not limited to, the following:

Plan, coordinate, supervise the work of hourly, and temporary employees of the Human Resource Office to meet project needs, priorities and deadlines; establish office priorities and maintain work and leave schedules.

Develop and implement training activities for all hourly and temporary personnel to provide seamless integration for the coordination of recruitment, selection and placement.

Coordinate all recruitment and placement activities with the colleges in compliance with District hiring policies and procedures.

Track all recruitment and placement procedural documents; act and serve as a college and department liaison for recruitment and placement to ensure reliability.

Interpret, communicate, and assist in implementing District hiring policies and procedures, education code, federal and state regulations, including diversity and non-discrimination employment.

Analyze and identify opportunities for improving business processes in partnership with HR Specialists and management team through resource planning and Human Resources Information System.

Schedule and maintain the flow chart for all recruitment and placement activities, such as announcements, orientation, minimum qualifications, paper screening, and interviewing and selection procedures.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
Page 2 – Project Coordinator, Human Resources

EXAMPLES OF DUTIES – Duties may include, but are not limited to, the following:  
(Continued)

Review and update District procedures and policies to ensure compliance with applicable federal and state laws.

Interface with all employees and/or applicants to interpret and clarify details and process and/or procedural change requirements involving recruitment and placement.

Prepare regular recruitment and placement schedules and status reports and communicate to all HR personnel, including regular meetings with the HR Team.

Evaluate the operational effects of applications of software during heavy recruitment and placement periods.

Provide technical assistance in training, mentoring and coaching professional and technical staff on matters related to the assigned area.

Interpret and apply policies, procedures, codes and regulations relating to District human resources program; communicate with hiring committees during the hiring process; conduct committee orientations.

Assign and review the work of assigned staff; assist in their evaluation and the overall operation of the Human Resources Office during the recruitment and placement period.

Operate a variety of office equipment including a computer, fax machine and photocopier.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

Knowledge of principles, practices, laws and regulations related to non-discrimination, equal employment opportunity and public personnel administration.

Principles and practices of organization and management.

Principles of supervision, team building and training.

Principles of work simplification and modification.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
Page 3 – Project Coordinator, Human Resources

Knowledge of: (Continued)

Principles and practices of human resources administration and employee relations.

Modern office practices, procedures and equipment.

Record keeping techniques and programs.

Professional business letter composition and report preparation.

Oral and written communication skills.

Interpersonal skills using tact, patience and courtesy.

Operation of modern office machines, including computer equipment and specified software.

Ability to:

Analyze, interpret and apply rules, regulations, Federal, State and local laws, codes as related to certificated and/or classified personnel.

Coordinate, organize and evaluate the work of an assigned project team.

Write clear and comprehensive reports, instructions and training materials.

Anticipate conditions, plan ahead, establish priorities, and meet project schedules.

Act independently and promptly to situations and events.

Review and evaluate detailed project management plans and project progress.

Communicate effectively both orally and in writing.

Stimulate teamwork and promote cohesiveness to achieve team and project goals.

Provide technical information and assistance to others concerning employment policies and human resources transactions.

Maintain records and prepare reports.

Operate office machines including a computer and applicable software.

ATTACHMENT 2

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
Page 4 – Project Coordinator, Human Resources

Ability to: (Continued)

Compose correspondence and written materials independently.

Establish and maintain cooperative and effective working relationships with others.

Work confidentially with discretion.

EXPERIENCE and TRAINING GUIDELINES

Any combination of experience and/or training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Four years of human resources generalist experience and increasingly responsible professional and technical experience in a human resources office.

Training:

A bachelor's degree with course work in human resources, business administration, industrial organization psychology or a related field

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.

Work Environment:

Standard office setting. At least minimal environmental controls to ensure health and comfort. May be required to travel to other District locations, such as another campus to conduct work.

Physical Demands:

Dexterity of hands and fingers to operate a variety of office equipment including a computer; sitting for extended periods of time; hearing and speaking to exchange information in person or on the telephone; seeing to read a variety of materials; reaching overhead, above the shoulders and horizontally; lift, push, pull, and carry a minimum of 5 lbs. to a maximum of 20 lbs.

Effective: 10-8-04

10/26/04

## **RECEPTIONIST (Range 109)**

### DEFINITION

Provide support and general clerical assistance for all District departments in the overall administration and operation of the District Offices; perform a variety of duties in the operation of a general switchboard to provide information to the general public and to District and college personnel.

### SUPERVISION RECEIVED AND EXERCISED

Receive direction from the Director of Human Resources.

May receive functional direction from other District Administrators and/or Directors.

### EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Accomplish a variety of clerical work involving several specific routines and/or broadly defined policies and procedures; perform skilled document preparation for all District operations.

Operate the main telephone general switch board for the District; refer and transfer calls to appropriate District department personnel; serve as receptionist; take and transmit messages for all staff; assist the general public and college personnel by providing information regarding the location, dates and times of committee meetings, interviews, other District activities.

Greet the public, answer telephone inquires, and give out information as related to District departmental operations.

Maintain files where discretion is involved in assigning items to their proper places; revises files and procedures in accordance with new methods.

Code and classify information in accordance with current District procedures.

Maintain a variety of forms and records and review them for accuracy and completeness and verify unusual entries.

Explain regulations and procedures.

Distribute District information at a public counter.

Post a variety of information from standardized media to various types of control records.

Make computations that involve simple arithmetic processes.

Coordinate work with that of other departments in developing procedures and establishing inter-departmental controls

## **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Page 2 – Receptionist

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:  
(Continued)

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.

#### Work Environment:

Standard office setting. At least minimal environmental controls to ensure health and comfort. May be required to travel to other District locations, such as another campus to conduct work.

#### Physical Demands:

Dexterity of hands and fingers to operate a variety of office equipment including a computer; sitting for extended periods of time; hearing and speaking to exchange information in person or on the telephone; seeing to read a variety of materials; reaching overhead, above the shoulders and horizontally; lift, push, pull, and carry a minimum of 5 lbs. to a maximum of 20 lbs.

### QUALIFICATIONS

#### Knowledge of:

Operation of a general switchboard and understanding of computer based display attended console for IP telephony.

Modern office practices and procedures.

Principles of procedures, reports, forms and record keeping techniques specific to the assigned tasks and responsibilities

English usage, spelling, grammar and punctuation.

Interpersonal skills using tact, diplomacy, patience and courtesy.

#### Ability to:

Learn District organization, operations, policies and objectives.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Page 3 – Receptionist

Ability to: (Continued)

Operate a general switchboard, computer based console for IP telephony, serving District operations comprised of multi-departments.

Prepare basic reports and complete standard forms and records as assigned.

Maintain records and prepare reports and keep current on all postings.

Learn and interpret rules, regulations, and instructions.

Spell correctly using proper English.

Operate a variety of office machines and equipment, including personal computer and word processing software.

Perform clerical work with speed and accuracy.

Compare names and numbers rapidly and accurately.

Establish and maintain cooperative and effective working relationships with others.

Experience and Training Guidelines

Any combination of experience and/or training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Two years of general switchboard and receptionist experience in a large institution and/or company

Training:

Equivalent to the completion of the twelfth grade.



South Orange County Community College District  
**EXECUTIVE ASSISTANT – ID #106 – Range 128**

DEFINITION

To provide a variety of highly responsible, complex and sensitive administrative and secretarial support for the Vice President of a community college; and to provide information and assistance to administration, academic and classified staff, students and the public.

DISTINGUISHING CHARACTERISTICS

An incumbent in this classification independently performs a full range of highly responsible and complex executive support and confidential assistance, as well as secretarial and clerical duties, for assigned functions of a college vice president's. An incumbent at this level typically receives instruction or assistance only as new or unusual situations arise, and must be fully aware of the operating procedures and policies of the entire college.

SUPERVISION RECEIVED AND EXERCISED

An incumbent assigned to this classification receives direction and supervision from a college vice president.

May exercise functional supervision and technical training and work direction in a lead capacity over lower level administrative assistants, secretarial or clerical staff and student as assigned.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Participate and assist in the administration of a college vice president's office; assist vice president in meeting reporting requirements, functional responsibilities and research objectives; provide complex and responsible secretarial and executive support and confidential assistance, including the areas of union negotiation processes, grievances, unfair labor practices, civil rights and fair housing complaints, relieving the vice president of a wide variety of clerical, technical and administrative detail; assist in organizing functions and activities promoted by the District or college; may process paperwork for and distribute financial aid, scholarships and student loan disbursements.

Plan and organize executive office support functions; coordinate, oversee and evaluate the flow of office work and assure that work is performed in a timely and accurate manner; recommend improvements in work flow, procedures and use of equipment and forms; review, update and inform the vice president and others of essential timelines; discuss and review calendar and events on a regular basis with vice president to assure timely coordination of office activities and status of assigned projects; develop schedules related to division/department activities and services.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Page 2 - Executive Assistant

Use electronic technology to correspond with others; maintain calendars, schedules and appointments; coordinate and arrange meetings; coordinate activities with other divisions and departments; make travel arrangements for department staff; process conference reimbursement and other requests.

Participate in the selection, orientation and training of new classified and academic employees when assigned; assign, schedule, train and provide work direction to lower-level office staff and student workers as assigned; prioritize work assignments; review and validate completed work for accuracy; determine the necessity for and assign substitute classified and/or academic personnel as needed.

Collect, research, compile, analyze, verify, summarize, record and evaluate information; issues; narrative, statistical and financial data; recommendations and alternatives as requested; complete reports; verify and review forms and reports for completeness and conformance with established regulations and procedures.

EXAMPLES OF DUTIES

Coordinate and oversee specialized functions or projects independently as assigned, assuring that work is performed in a timely and accurate manner; use independent judgment to develop and provide recommendations, suggestions or information as appropriate.

Serve as liaison between the vice president and the chancellor, vice chancellors, College presidents, other vice presidents, management staff, academic and classified staff, students, representatives of educational and community agencies and the general public by relaying messages, answering questions, clarifying information, responding to requests, resolving problems, explaining District policies and procedures or referring callers to the administrator or others.

Assure that Board agenda items and supporting documents are developed, prepared and forwarded within District timelines and legal guidelines; assure the administrator receives timely notification of Board requests for information or action; assure that the Board receives information and notification of action taken as requested.

Participate in preparation and administration of program budget(s); assist in preparing cost estimates for budget recommendations; assist in submitting justifications for budget items; allocate funds to proper budget codes; monitor and track expenditures in a timely manner; provide regular budget reports to administrator for control of expenditures; assist in resolving budget issues and problems; process budget/expense transfers; and recommend budget revisions.

Recommend expenditures of office equipment, materials and supplies and assure their timely ordering, receipt and storage; assure proper functioning of office equipment;

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
Page 3 - Executive Assistant

EXAMPLES OF DUTIES (Continued)

prepare purchase requisitions, check requests, independent contracts and claims for reimbursement of special funds related to assignment; post, monitor and track invoices and other expenditures; process and prepare time sheets for signature.

Provide staff support to standing and ad hoc committees and other groups as assigned; attend meetings, take notes or record proceedings; prepare and distribute agendas, background materials and minutes as appropriate.

Take and transcribe dictation if required by position; compose correspondence independently; prepare preliminary responses to letters, general correspondence and personal inquiries of a sensitive nature, including faculty, students and staff grievances and complaints, for administrator's approval.

Format, type, proofread, duplicate and distribute correspondence, notices, lists, forms, memoranda and other materials according to established procedures, policies and standards.

Screen office and telephone callers; respond to sensitive complaints and requests for information from administrative, management, academic and/or classified staff or the public; communicate information in person or by telephone where judgment, knowledge and interpretation of policies and procedures are necessary.

Establish and maintain a variety of complex, intra-related and inter-related filing systems, including confidential files, for information, records and reports involving classified, academic and administrative payroll and attendance, budget, inventory, manuals and updated resource materials; maintain records related to specific area of assignment.

Prepare a variety of schedules, reports, lists and summaries using word processing, desktop publishing, spreadsheet and data base management software; maintain logs and other manual records as required; receive mail and identify and refer matters to the administrator in order of priority.

Stay current on the latest office information technology available and use this knowledge to research, prepare and distribute reports, manuals, newsletters and other materials.

Interact with community, external agencies, South Orange County Community College District, Irvine Valley College and Saddleback College's administrators, divisions, departments, faculty, staff and students in all matters related to the area of assignment; interpret and apply policies and procedures and process sensitive complaints and requests for information.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
Page 4 - Executive Assistant

EXAMPLES OF DUTIES (Continued)

When assigned to an instructional division: assure the development, proof-reading and submittal of the schedule of classes; direct the process for development of new course/curriculum and/or program offerings and assure that current programs are kept up-to-date; assure the management and coordination of use of facilities assigned to the division; assure that grades and attendance records are audited and submitted in accordance with guidelines and time schedules to meet established deadlines.

Operate office equipment including computer equipment, typewriter, calculator, copier and facsimile machine.

Perform other duties reasonably related to the job classification.

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.

WORK ENVIRONMENT

Standard office setting. Duties are typically performed at a desk or computer terminal; subject to noise from office equipment operation, frequent interruptions and contact in person and on the telephone with students, academic and classified staff and others. At least minimal environmental controls to assure health and comfort.

PHYSICAL DEMANDS

Must sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, see clearly to read fine print and interpret information, speak clearly and distinctly to answer telephones and to provide information, hear and understand voices over telephone and in person, and regularly lift, carry and/or move objects weighing up to 10 pounds. Occasionally must travel to other offices or locations to attend meetings or to pick up or deliver materials.

QUALIFICATIONS

Knowledge of:

Post-secondary education codes and legislative requirements.

Instructional process and college environment.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
Page 5 - Executive Assistant

Knowledge of: (Continued)

Modern administrative office practices, procedures, methods, electronic technology and equipment.

Office management techniques, methods and procedures.

Correct English usage, grammar, spelling, punctuation and vocabulary.

Principles, practices and procedures of business letter writing and complex inter-related recordkeeping.

Principles, practices and procedures of complex fiscal, statistical and administrative data collection and report preparation.

Principles and techniques used in public relations, including receptionist and telephone etiquette.

Principles and practices of providing training, work direction and guidance to lower-level office staff and student workers.

Current electronic mail, Internet, word processing, spreadsheet and database programs, methods, and techniques.

Statistical procedures and mathematical and concepts.

Research methods and techniques.

Policies and procedures of the function to which assigned.

Ability to:

Understand the organization and operation of division and/or department as necessary to assume assigned responsibilities.

Perform responsible and difficult administrative assistant work involving the use of independent judgment and personal initiative.

Use sound judgment in recognizing scope of authority.

Exercise good judgment and discretion in analyzing and resolving confidential, difficult and sensitive situations.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
Page 6 - Executive Assistant

Ability to: (Continued)

Compile information and write reports, business correspondence, and procedure manuals using correct English usage, grammar, spelling, punctuation and vocabulary.

Respond to requests and inquiries from students, staff or the public; effectively present information in person or on the telephone to students, staff or the public.

Type and transcribe dictation at a speed necessary for successful job performance.

Communicate clearly and concisely, both orally and in writing, using correct English usage, grammar, spelling, punctuation and vocabulary.

Operate word processing, desktop publishing, spreadsheet, data base management and specialized software proficiently.

Operate and use a variety of modern office technologies including World Wide Web and Internet resources, site specific hardware and software, electronic mail and meeting management programs, digital telephone equipment, copier and other related systems.

Operate a variety of office equipment including personal and mainframe computers, copiers, calculators and facsimile machines.

Operate an electronic keyboard accurately at a speed necessary for successful job performance.

Record and transcribe information accurately at an acceptable rate of speed.

Independently compose correspondence and memoranda.

Type, format, proofread, duplicate and distribute documents and other written materials.

Train and provide work direction to others.

Establish, review and revise office work priorities.

Compile and maintain accurate narrative, statistical and financial records.

Plan and organize work.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
Page 7 - Executive Assistant

Ability to: (Continued)

Establish and maintain cooperative and effective working relationships with those contacted in the course of work.

Maintain confidentiality of sensitive information.

Relate effectively with people of varied academic, cultural and socio-economic background using tact diplomacy and courtesy.

Perform assigned work with speed and accuracy.

Correctly interpret, apply and explain the policies, procedures and regulations related to the function(s) to which assigned.

Work within the policies, functions and requirements of area of assignment.

Work independently and effectively in the absence of supervision

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: At least five years of increasingly responsible experience as an administrative assistant or office coordinator in an administrative or executive office of a public agency, preferably in an educational environment, including two years of experience in a lead or supervisory capacity.

Training: An AA or AS degree with major course work in business or related field.

Other Requirements:

A valid California driver's license and proof of insurability may be required for some positions to drive a District or personal vehicle to attend meetings or pick up/deliver documents or other materials.

Effective 07-01-01 (Grodt)  
Board Appd 09-30-02

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b> 38
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b> 10/26/04
<b>SUBJECT:</b>	<b>IRVINE VALLEY COLLEGE: MAINTENANCE AND POLICE FACILITY</b>	
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>	

**BACKGROUND**

Construction of the new Business Technology and Innovation Center will require that the existing maintenance, police, and warehouse facilities at Irvine Valley College to be relocated somewhere else on campus.

**STATUS**

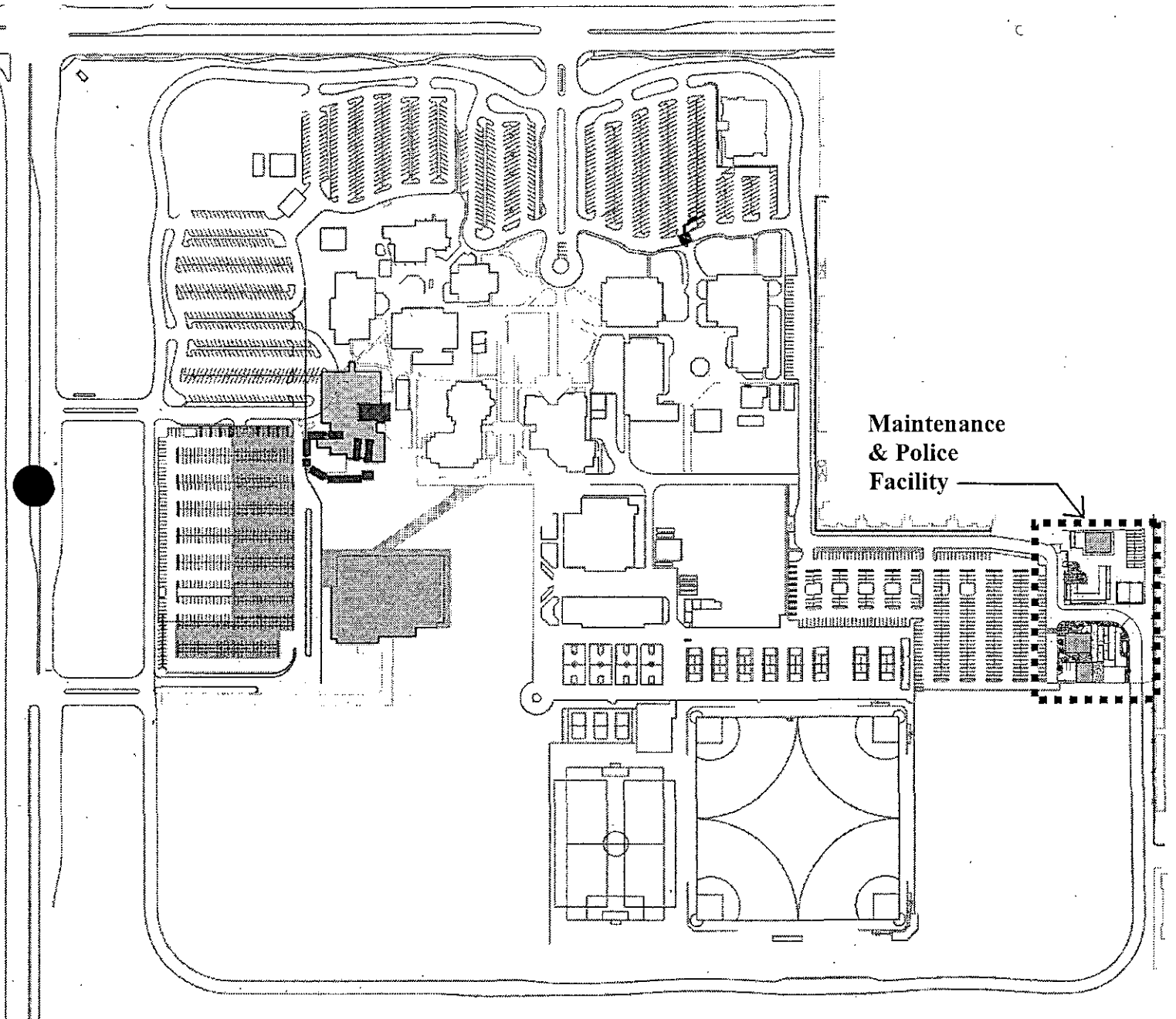
It is proposed to move the maintenance facilities to the old Montessori site, which will be vacated when the programs currently housed in it move to the ATEP, EXHIBIT A. A parcel directly across the street from the Montessori site will be developed for police offices, warehouse, and grounds yard. A tentative budget has been established at Two Million Eight Hundred Seventy Thousand and No/100 Dollars (\$2,870,000.00), EXHIBIT B. Since this project and the Business Technology and Innovation Center are related, the committee that interviewed architectural firms is recommending using the same architect, LPA, for both projects under the same terms and conditions (fee equal to 7.5% of construction cost). It is proposed that the District use Basic aid funds for this purpose.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve a project to build a Maintenance and Police Facility at Irvine Valley College and approve funding from basic aid in the amount of Two Million Eight Hundred Seventy Thousand and No/100 Dollars (\$2,870,000.00) to cover the tentative budget for this project as outlined in EXHIBIT B. It is further recommended that the Board approve the agreement with LPA for architectural services, EXHIBIT C.

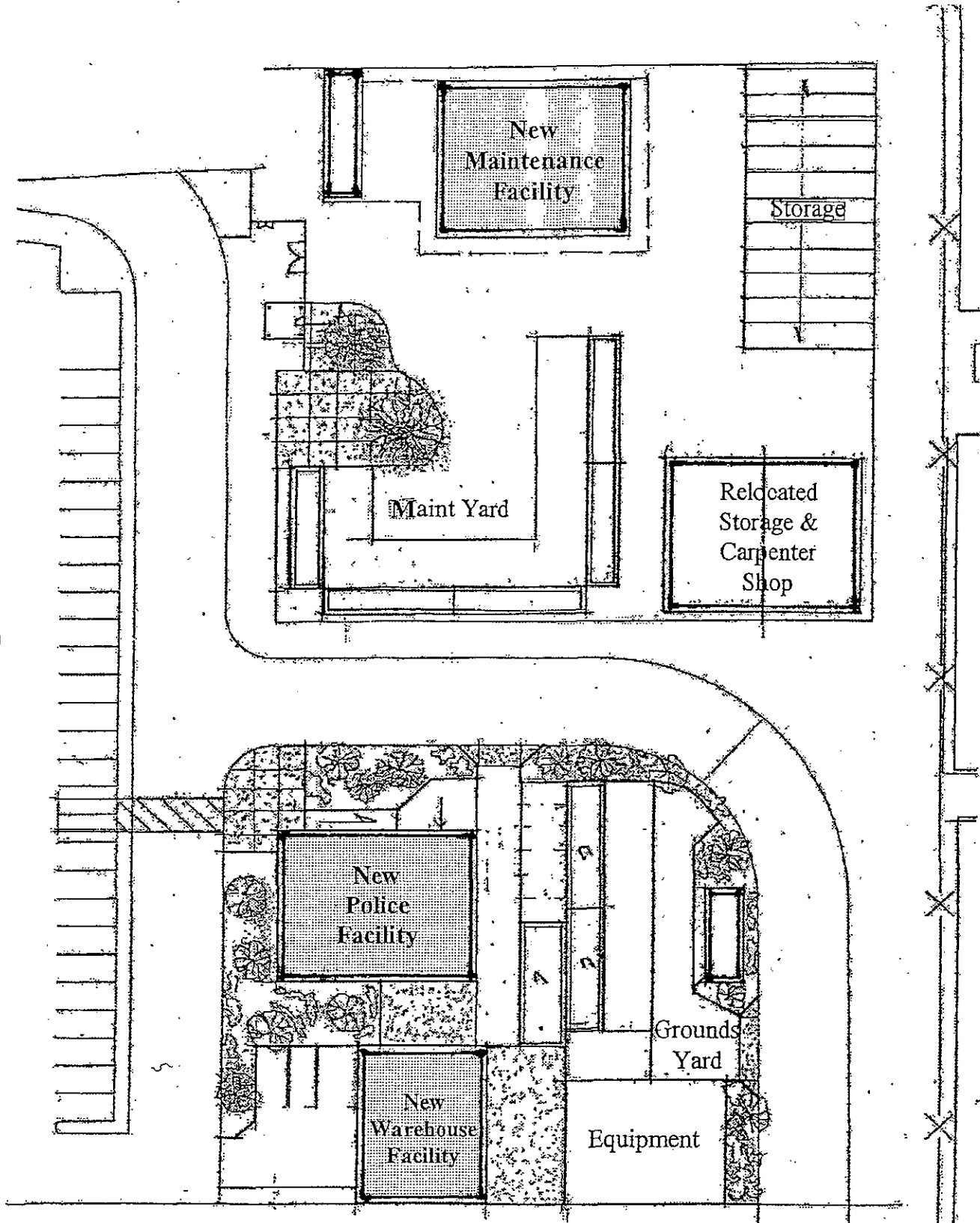
<b>Item Submitted By:</b>	Gary Poertner, Deputy Chancellor
<b>Item Reviewed By:</b>	Dr. Raghu P. Mathur, Chancellor
<b>Final Disposition:</b>	<b>Vote:</b>





**IVC MAINTENANCE & POLICE FACILITY**

**LOCATION**



**IVC MAINTENANCE & POLICE FACILITY**

**SITE PLAN**

**BUDGET OUTLINE FOR IVC MAINTENANCE & POLICE FACILITY**

All Cost @ CCI Index 4100

PREPARED BY: Raúl Villalba

October 8,2004

**2. PLANS**

A. Architect's fee for preliminary plans	\$82,468
B. Architect's fee for working drawings	\$112,456
C. Other design consultant fees	\$0
D. Office of State Architect, plan check fee	\$16,723
E. Community College, plan check fee	\$0
F. Preliminary Tests (Soil & Topographic survey)	\$12,000
G. Other Costs (Legal, Advertising, EIR, Energy)	\$3,950

Subtotal Plans

**\$227,597****3. CONSTRUCTION**

A. Utility Service	\$83,250
B. Site development service	\$43,055
C. Site development general	\$256,833
D. Other site development	\$18,000
E. Reconstruction	\$0
F. New construction (building, incl Group I equipme	\$1,528,200
G. Other	\$44,618

Subtotal Construction Contract

\$1,973,956

5.5% Update to Current State Cost Index (CCI = 4328)

\$108,568

Total Construction Contracts

\$2,082,524

**4. Tests and Inspection**

\$70,000

**5. Contingency**

A. 10% Design contingency	\$208,252
B. 5% Construction contingency	\$114,539

Subtotal Contingency

\$322,791

**6. Construction Management Consultant**

\$0

**7. Architectural and Engineering Oversight**

\$45,816

**8. Total Construction Costs (Items 3 through 7 above)****\$2,521,130****9. Furniture and Group II Equipment**

120,000

**10. Total Project Costs (Items 2, 8 and 9)****\$2,868,727****PROJECT SCHEDULE DATES**

Funds approved	Oct-04	Bid	Oct-05
Hire architect	Oct-04	Award Contract	Nov-05
Preliminary Plans Completed	Dec-04	Start Constructor	Dec-05
Working Drawings Completed	Apr-05	Midpoint Construction	
DSA approval	Sep-05	Complete project	Apr-06

## ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 29 day of October in the year 2004 between the **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and **LPA Inc.**, 5161 California Avenue, Suite 100, Irvine, California, 92612, hereinafter referred to as "ARCHITECT";

WHEREAS, DISTRICT desires to obtain architectural services for the **Maintenance & Police Facilities** project at Irvine Valley College, hereinafter referred to as "PROJECT"; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

### ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT'S services shall consist of those services performed by the ARCHITECT, ARCHITECT'S employees and ARCHITECT'S consultants as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT'S services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT'S approval a schedule for the performance of the ARCHITECT'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT'S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The services covered by this AGREEMENT shall be completed within twenty four (24) months of the date of this AGREEMENT.

### ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT'S services consist of those described in paragraphs 2 through 27 of Article II, and include normal civil, structural, mechanical and electrical engineering services as well as landscape architecture, interior design, and cost estimation services.

2. The ARCHITECT shall ascertain the DISTRICT'S needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the PROJECT.

3. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT'S PROJECT, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Article V. Such evaluation shall include alternative approaches to design and construction of the PROJECT.

4. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents.

5. The ARCHITECT shall submit to the DISTRICT a written preliminary estimate of the construction cost and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

6. The ARCHITECT shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities.

7. Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other documents to describe the size and character of the PROJECT as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.

8. Based on the approved Design Development Documents and any further adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the PROJECT. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT'S approval. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

9. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the conditions of the Contractor's contract. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.

10. The ARCHITECT, following the DISTRICT'S approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the PROJECT.

11. If the lowest bid exceeds the budget for the PROJECT (or exceeds the budget by a certain percentage), the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its budget.

12. The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the PROJECT with the DISTRICT'S assistance. The DISTRICT shall pay all fees required by such governmental authorities.

13. The ARCHITECT'S responsibility to provide services for the construction of the PROJECT commences with the award of a construction contract and terminates at the issuance to the DISTRICT of the final certificate for payment by the ARCHITECT.

14. The ARCHITECT shall provide administration of the construction contract as set forth below. The ARCHITECT shall coordinate construction performed by separate contractors or by the DISTRICT'S own employees.

15. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

16. The ARCHITECT shall be the DISTRICT'S representative during construction and shall advise and consult with the DISTRICT until final payment to the Contractor is due. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.

17. The ARCHITECT shall visit the site not less than once per week while work is in progress, and as often as necessary and appropriate to the stage of construction, to inspect the site and work; to familiarize himself/herself with the progress and quality of the work; and to determine for the DISTRICT'S benefit and protection if the work is proceeding in accordance with the construction contract and schedule. On the basis of his/her on-site observations and inspections as an ARCHITECT, the ARCHITECT shall keep the DISTRICT informed of the progress and quality of the work and he/she shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and against the Contractor's failure to carry out the work in accordance with the construction contract and the schedule. The ARCHITECT shall provide services made necessary by major defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT

and promptly reported to the DISTRICT and Contractor but which he/she failed to do.

18. The ARCHITECT shall have access to the work at all times.

19. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT'S certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT'S observations and inspections at the site as provided in paragraph 17, that the work has progressed to the point indicated, that quality of the work is in accordance with the construction contract and that the Contractor is entitled to payment in the amount certified.

20. The ARCHITECT shall reject work which does not conform to the construction contract. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the construction contract, whether or not such work is fabricated, installed or completed.

21. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the construction contract. The ARCHITECT'S action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review. When certification of performance characteristics of materials, systems or equipment is required by the construction contract, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction contract.

22. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT'S approval and execution in accordance with the construction contract, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

23. The ARCHITECT shall inspect the PROJECT to determine the date or dates of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT'S review all written warranties and related documents required by the construction contract and issue a final certificate for payment upon compliance with the requirements of the construction contract.

24. The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the construction contract when requested in writing by the DISTRICT.

25. ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting therefrom.

26. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract.

27. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT'S PROJECT.

### ARTICLE III -ADDITIONAL ARCHITECT'S SERVICES

1. The ARCHITECT shall be given additional compensation for the services described in Article III.

2. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT'S control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:

- a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
- b. Providing services required because of significant changes in the PROJECT including, but not limited to, size, quality, complexity, or the DISTRICT'S schedule, except for services required under Article V, paragraph 10, and except where the ARCHITECT'S fee for ARCHITECT'S services is based on a percentage of the construction cost and such changes will result in a significant increase in the construction cost.
- c. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT. -
- d. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.



- e. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.
- f. Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.
- g. Providing services in connection with the work of consultants retained by the DISTRICT.
- h. Providing services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- i. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
- j. Providing services after issuance to the DISTRICT of the final certificate for payment except as provided in Article VIII, paragraph 6.
- k. Providing services of consultants for other than those listed in Article II, paragraph 1.
- l. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

3. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described in paragraph 17 of Article II. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated based on the attached standard hourly rates.

#### ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria.

2. The DISTRICT shall prepare a current overall budget for the PROJECT, including the construction cost.

3. The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT.

4. The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT.

5. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT'S failure or omission to do so shall not relieve the ARCHITECT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

6. The proposed language of certifications requested of the ARCHITECT or ARCHITECT'S consultants shall be submitted to the ARCHITECT for review and approval at least five (5) days prior to execution.

#### ARTICLE V - COST OF CONSTRUCTION

1. The construction cost shall be the total cost or estimated cost to the DISTRICT of all elements of the PROJECT designed or specified by the ARCHITECT.

2. During the Schematic Design, Design Development and Construction Document phases, construction cost shall be determined by the DISTRICT'S budget for the PROJECT.

3. During the bidding phase, construction cost shall be determined by the lowest responsible bid.

4. During construction, construction cost shall be determined by the contract sum or as amended by any change orders approved by the DISTRICT.

5. Construction cost does not include the compensation of the ARCHITECT and ARCHITECT'S consultants, or other costs which are the responsibility of the DISTRICT.

6. The ARCHITECT'S evaluations of the DISTRICT'S PROJECT budget, preliminary estimates of construction cost and detailed estimates of construction cost, if any, represent the ARCHITECT'S best judgment as a professional familiar with the construction industry.

7. A fixed limit of construction cost shall not be established as a condition of this AGREEMENT by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

8. Any PROJECT budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

9. If the lowest bid received exceeds the fixed limit of construction cost (adjusted as provided in paragraph 8), the DISTRICT shall:

- a. give written approval of an increase of such fixed limit;
- b. authorize rebidding of the PROJECT within a reasonable time;
- c. if the PROJECT is abandoned, terminate it in accordance with Article VII, paragraph 3; or
- d. cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

10. If the DISTRICT chooses to proceed under paragraph 9(d), the ARCHITECT, without additional charge, shall modify the construction contract as necessary to comply with the fixed limit.

#### ARTICLE VI - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

The drawings, specifications and other documents prepared by the ARCHITECT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. ARCHITECT grants to DISTRICT the right to reuse all or part of the fore mentioned documents at its sole discretion for the construction of all or part of this or another PROJECT constructed for the DISTRICT. The DISTRICT is not bound by this AGREEMENT to employ the services of ARCHITECT in the event such documents are reused. ARCHITECT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the

plans, specifications and other documents prepared or caused to be prepared by the ARCHITECT pursuant to this AGREEMENT.

#### ARTICLE VII – TERMINATION

1. This AGREEMENT may be terminated without cause by the DISTRICT upon not less than seven (7) days written notice to the ARCHITECT. This AGREEMENT may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.

2. If the PROJECT is suspended by the DISTRICT for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the ARCHITECT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT'S services.

3. If the DISTRICT abandons the PROJECT for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this AGREEMENT by giving not less than seven (7) days written notice to the DISTRICT.

4. The DISTRICT'S failure to make payments to the ARCHITECT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the ARCHITECT.

5. In the event the DISTRICT fails to make timely payment, the ARCHITECT may, upon seven (7) days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the ARCHITECT within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.

6. The ARCHITECT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the ARCHITECT, together with termination expenses which are expenses directly attributable to termination. Termination expenses shall be computed as a percentage of the total compensation to ARCHITECT earned to the time of termination, as follows:

- a. Eight percent (8%) of the total compensation to ARCHITECT earned to date, if termination occurs before or during the Schematic Design phase; or

- b. Five percent (5%) of the total compensation to ARCHITECT earned to date, if termination occurs during the Design Development phase; or
- c. Three percent (3%) of the total compensation to ARCHITECT earned to date, if termination occurs during any subsequent phase.
- d. If termination occurs during the program validation or site feasibility phase of the project, there will be no additional termination expenses payable to the ARCHITECT, compensation shall be for actual billable time at standard hourly rates.

7. In the event of termination due to the fault of ARCHITECT, ARCHITECT shall receive only compensation due for services satisfactorily rendered prior to the date of termination. The ARCHITECT is liable for all damages suffered by DISTRICT due to ARCHITECT'S failure to perform as provided in the AGREEMENT.

#### ARTICLE VIII - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. For ARCHITECT services, as described in Article II, compensation shall be computed as follows:

Seven and a half percent (7.5%) of construction cost.

Where compensation is based on a percentage of construction cost or stipulated sum, progress payments for ARCHITECT services in each phase shall total the following percentages of the total compensation payable:

Pre-Design (program):	Three percent (3%)
Preliminary Plans:	Thirty Percent (30%)
Working Drawings:	Forty percent (40%)
Bidding:	Two percent (2%)
Construction:	Twenty percent (20%)
Post-Construction:	<u>Five percent (5%)</u>

Total Compensation: One Hundred Percent (100%)

During the Pre-Design phase, ARCHITECT shall provide detailed hourly billing for services rendered, based on the attached standard hourly rates. Should these charges exceed the allowed three percent (3%) of the fee, the excess time shall be considered additional services and reimbursed accordingly.

2. This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this AGREEMENT, except

where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.

3. Payments for ARCHITECT services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in paragraph 1.

4. Payments are due and payable upon receipt of the ARCHITECT'S invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time at the site of the PROJECT.

5. When ARCHITECT'S compensation is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in paragraph 1 based on the lowest bona fide bid.

6. To the extent that the time initially established for the completion of ARCHITECT'S services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be computed as follows: at standard hourly rates.

7. Reimbursable Expenses incurred by the ARCHITECT and ARCHITECT'S employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review.

a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and ARCHITECT'S employees and consultants in the interest of the Project.

b. Reimbursable expenses shall be expense of transportation in connection with the Project outside the Orange County area; expenses in connection with authorized out-of-town travel; and fees paid for securing approval of authorities having jurisdiction over the Project. ARCHITECT'S normal travel expense are excluded.

c. Expense of reproductions, except those needed for the use of the ARCHITECT and his or her consultants, postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval. Also, expenses for CADD vellum plotting of drawings, plans, and construction documents shall be reimbursable.

d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.

e. Expense of presentation boards, renderings, models and mock-ups, photographs and other special reproductions requested by the DISTRICT will be reimbursed.

f. For reimbursable expenses, compensation shall be computed at a multiple of one point one (1.1 %) times the expenses incurred by the Architect, the ARCHITECT'S employees and consultants in the interest of the Project.

g. For additional services of consultants, compensation shall be computed at a multiple of one point one (1.1%) times the amounts billed to the ARCHITECT for such services.

#### ARTICLE IX - MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT and Contractor upon request.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

a. any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT'S employees or his/her subcontractor's employees arising out of ARCHITECT'S work under this AGREEMENT; and

b. any and all claims for damages because of personal injury or death to any person(s) or damages to property, or other costs and charges, directly or indirectly to the extent of and arising out of or attributable to ARCHITECT'S negligent acts, errors and/or omissions in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions of ARCHITECT'S consultants, employees or agents in the performance of their obligations as stated in this AGREEMENT. The coverages of such indemnification for other than professional negligence shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. The ARCHITECT'S obligation to indemnify for professional negligence (errors and/or omissions) does not include the obligation to defend actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT to the extent caused by the professional negligence of the ARCHITECT. Said indemnity is intended to apply during the period of this AGREEMENT of ARCHITECT'S performance and shall survive the expiration or termination of this AGREEMENT until such time as action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations. However, said indemnification and hold harmless shall not apply to any loss, injury, death, or damage caused by the negligence or willful misconduct of the District or of other third parties not under the control or the supervision of the Architect.

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

- a. Statutory workers' compensation and employers' liability.
- b. Comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:
  1. owned, non-owned and hired vehicles;
  2. blanket contractual;
  3. broad form property damage;
  4. products/completed operations; and
  5. personal injury.
- c. Professional liability insurance, including contractual liability, with limits of not less than \$1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.
- d. Each policy of insurance required in (b) above shall name DISTRICT and its Board of Trustees, officers, agents and employees as *additional insureds*; and shall state that, with respect to the operations of ARCHITECT hereunder, such policy is *primary* and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance required in (a) and (b) above shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation, except for non-payment of premium in which case notice shall be ten (10) days; and shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in writing in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance and endorsements as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole



discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT 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/o to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT'S employees.

5. Unless otherwise provided in this AGREEMENT, the ARCHITECT and ARCHITECT'S consultants shall have no responsibility for the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

6. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

7. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. Neither DISTRICT nor ARCHITECT shall assign this AGREEMENT without the written consent of the other.

8. This AGREEMENT shall be governed by the laws of the State of California.

9. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

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

DISTRICT

ARCHITECT

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

LPA, INC.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Gary Poertner  
\_\_\_\_\_  
(Printed name)

Robert O. Kupper, AIA  
\_\_\_\_\_  
(Printed name)

Deputy Chancellor  
\_\_\_\_\_  
(Title)

Chief Executive Officer  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**LPA's BASIC HOURLY RATE SCHEDULE**

Senior Principal.....	\$185.00/hr
Principal.....	\$165.00/hr
Project Director.....	\$140.00/hr
Senior Project Manager.....	\$130.00/hr
Managing Professional.....	\$120.00/hr
Senior Professional.....	\$110.00/hr
Professional.....	\$100.00/hr
Professional Staff.....	\$90.00/hr
Intermediate Staff.....	\$80.00/hr
Staff.....	\$70.00/hr
Support Specialist.....	\$65.00/hr
Clerical Staff.....	\$60.00/hr
Intern.....	\$50.00/hr

Note: These rates became effective June 26, 2004, and are subject to change annually.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b>	<b>39</b>
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b>	<b>10/26/04</b>
<b>SUBJECT: SADDLEBACK COLLEGE: HIRE CONSULTANT FOR PARKING AND TRAFFIC STUDY</b>			
<b>REASON FOR BOARD CONSIDERATION:</b>		<b>APPROVAL</b>	

**BACKGROUND**

On August 30, 2004, a plan for locally funded facilities was presented to the Board of Trustees for information. Included in this plan was a project to provide new parking spaces at Saddleback College.

**STATUS**

On September 8, 2004, architects and consultants for various projects were interviewed by a committee of staff and administrators. Two firms were particularly qualified to provide services for parking analysis and design and were invited to submit proposals for an initial study. The least expensive proposal was submitted by International Parking Design, Inc., of Irvine, in the amount of Forty-Eight Thousand Five Hundred and No/100 Dollars (\$48,500.00), EXHIBIT A. It is proposed to use basic aid funds for this project. In order to obtain reliable data, traffic studies will be conducted at the beginning of the Spring semester. It is estimated that recommendations will be completed by the end of March 2005.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve an agreement with International Parking Design, Inc., to conduct traffic and parking studies of the Saddleback College campus and provide recommendations for new parking for the amount of Forty-Eight Thousand Five Hundred and No/100 Dollars (\$48,500.00), EXHIBIT B. It is further recommended that the Board of Trustees approve using basic aid funds for this purpose.

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

September 30, 2004

Mr. Raul A. Villalba  
Director of Facilities Planning & Purchasing  
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92629-3635

*Re: Proposal to Provide Parking Consulting Services for Saddleback College*

Dear Mr. Villalba:

We are pleased to present this proposal to provide Parking Consulting services for Saddleback College in Mission Viejo, California.

Based on your description of the services in which you are interested, the following description delineates our understanding of the scope of work:

#### *Proposed Overall Scope*

The site analysis portion of this scope will include quantifying the number and location of parking spaces, their current utilization, and compare existing demand with available parking. This information will be used in determining parking supply shortfalls. Based on information provided by the College, we will evaluate the current, and future enrollment projections to assure the parking design accommodates the anticipated campus growth. On-campus traffic circulation will also be evaluated with regards to desired and available parking as well as peak hours of activity. Once these initial evaluations are completed, IPD will identify possible areas on-campus to locate parking structures in relation to site availability. Once potential sites are identified, structured parking concept studies ("block diagrams") will be produced for each location. Once a preferred site is selected a more detailed structured parking functional design study will be provided specific to that site.

#### *Data Collection*

1. IPD will conduct a parking survey of the number of lots and total spaces based on drawings provided by the College. Meet with campus staff to discuss the findings.
2. Observe and document turning movements at each of the three public intersections for the three peak times of the day (two hour duration each time).

Mr. Raul A. Villalba  
September 30, 2004  
Page 2

3. Perform vehicular counts (fifteen-minute intervals) of traffic entering and exiting the campus at the three access drives onto campus for two consecutive days. In addition, vehicular counts will be conducted at the immediate turn locations onto College Drive West and East within the campus and at Library Drive. This portion of the survey will include twenty-two location counts to handle each direction of traffic in these eleven locations.
4. Perform an hourly survey of the parking demand for two consecutive days during the week during school hours. This survey will include documenting arrivals and departures at the campus bus stops.
5. Review the campus master plan for information regarding when and where new buildings are to be located along with projected enrollment and consider the impact to parking.
6. Present the findings of the data and analysis to College Staff and consider what options could or should be considered to improve the parking conditions. Provide a letter detailing findings and possible opportunities.

#### ***Parking Management & Traffic Analysis***

As a means to mitigate potential parking shortfalls IPD will identify opportunities to direct and control demand. This will help to minimize traffic congestion by directing parkers more quickly to specific locations on campus.

Analysis related to congestion within the city street system will be reviewed with regards to lane counts on campus roadways as well as the observed counts of turning movements at the two intersections at Marguerite and Avery. Observe the access locations during a day when and where congestion occurs at intersections related to the street signal cycles. Observe on campus street capacity for vehicular storage. If mitigation on campus is needed in the form of physical lane modifications or the signal operations modification at key times this will be presented to College Staff. A letter detailing findings and recommendations will be provided.

#### ***Site Evaluation / Functional Design***

IPD will propose potential site locations for structured parking and meet with college personnel to discuss reasons associated with the selection of these sites. IPD will generate conceptual block diagrams of parking structures for consideration relating to the preferred sites. The vehicular and pedestrian circulation for that general location on the campus will be taken into consideration. Once a site is selected, IPD will generate a functional design for a parking structure specific to that site including conceptual level; site plan, floor plans, building sections, elevations and a space and area summary.

Mr. Raul A. Villalba  
September 30, 2004  
Page 3

*Fees and Payments*

Our fixed fee for these services, excluding reimbursable expenses, will be Forty Eight Thousand Five Hundred Dollars (\$48,500.00), to be paid in conjunction with the percent of work completed.

1. Additional Services performed at your request for work beyond the scope of this proposal, or for changes in previously approved work, will be billed based on the attached Standard Rate Schedule.
2. It is assumed that this work will be completed in no more than a 120 day duration. Delays exceeding this duration are outside this scope of service and will require additional compensation commensurate with additional work effort.
3. Reimbursables, in addition to the above fee, shall consist of expenses for travel, plotting costs, reproduction costs, mailing, messenger service and telephone expenses.
4. Payments shall be made monthly, in proportion to percent of completion of work, upon presentation of the invoice. All charges will be due and payable within 30 days. Invoices aged more than 90 days will be increased by one percent per month carrying charges, unless otherwise arranged.
5. Saddleback College retains the right to cancel the work of this contract at any time during the course of the project. Payment to be made in full for completed phases of work. Payment for partial completion of any phase to be on the basis of work performed to date.
6. Compensation for services will not be contingent on the ability of Saddleback College to collect from others. In the event that there is a dispute arising from the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses included.
7. It is agreed that IPD will perform its services in accordance with current, generally accepted professional architectural practices. It is understood that IPD makes no warranties, either express or implied, as to the findings, designs, recommendations, specifications or professional advice, and that work performed by IPD will be judged by normal standards of care.

IPD is committed to long-term relationships and to providing excellent service and measurable value. We would be very pleased to have the opportunity to assist you on this exciting project. If this proposal is satisfactory, we will forward our standard form of agreement for your review. Please call if you have any questions.

Sincerely,



Clifford E. Smith  
Senior Vice President

CES:pj

**STANDARD RATE SCHEDULE**  
**Architectural Services**

Effective August 2004

The following hourly rate fees will be applicable to the work performed, including travel time, in connection with the specific project described in the accompanying proposal.

Firm Principal	\$ 195.00
Vice President	\$ 170.00
Quality Control/Specification Writer	\$ 150.00
Sr. Parking Consultant/Sr. Project Architect/Associate	\$ 140.00
Project Architect/Project Manager	\$ 130.00
Job Captain	\$ 110.00
Parking Consultant/Sr. CADD Technician	\$ 95.00
Intermediate CADD Technician	\$ 80.00
Junior CADD Technician	\$ 70.00
Secretary	\$ 55.00

All identifiable direct expenses incurred in connection with the work will be charged at cost plus ten percent. This includes travel expenses, plotting, reproduction, printing, display materials and automobile expenses at the rate of 37 cents per mile.



**CONSULTANT AGREEMENT  
TRAFFIC AND PARKING CONSULTING SERVICES**

This AGREEMENT is hereby entered into between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and International Parking Design, Inc., 2 Faraday, Suite 101, Irvine, California, 92618, telephone 949-595-8004, 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: Traffic and parking study for Saddleback College campus and recommend solutions. A copy of CONSULTANT's proposal dated September 22, 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 November 1, 2004, and will diligently perform as required and complete performance by April 30, 2005.

3. **Compensation.** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Forty Eight Thousand Five Hundred Dollars & No/100 (\$48,500.0) upon satisfactory completion of the services.

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.

11. **Insurance.** Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of not less than 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 \_\_\_\_\_ 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:

CONSULTANT:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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 \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

South Orange County Community College District

International Parking Design, Inc.

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Gary Poertner, Deputy Chancellor  
Typed Name/Title

\_\_\_\_\_  
Typed Name/ Title

\_\_\_\_\_  
Social Security or Taxpayer  
Identification Number

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b> 40
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b> 10/26/04
<b>SUBJECT:</b>	<b>SADDLEBACK COLLEGE: HIRE ARCHITECT FOR MATH/SCIENCE/ ENGINEERING ANNEX BUILDING STUDY</b>	
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>	

**BACKGROUND**

On September 27, 2004, the Board of Trustees approved hiring an architect to study the feasibility of building a laboratory annex to the Math/Science/Engineering building at Saddleback College.

**STATUS**

After interviewing several architectural firms, a committee of administrators and staff from the district and college recommended hiring Carrier-Johnson, of Costa Mesa, for this project based on their extensive experience designing science labs. Carrier-Johnson has submitted a proposal to prepare a program and feasibility study for the Math/Science/Engineering Annex project for the amount of Fifty-seven Thousand Five Hundred and No/100 Dollars (\$57,500.00). It is proposed to use basic aid funds for this purpose. It is estimated that the feasibility study will take four months.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve an agreement, EXHIBIT A, with Carrier-Johnson to prepare a program and feasibility study for the Math/Science/Engineering Annex project for the amount of Fifty-seven Thousand Five Hundred and No/100 Dollars (\$57,500.00). It is further recommended that the Board of Trustees approve using basic aid funds for this purpose.

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

## CONSULTANT AGREEMENT ARCHITECTURAL SERVICES

This AGREEMENT is hereby entered into between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and Carrier Johnson, 275-B McCormick Avenue, Costa Mesa, California, 92626, (714) 432-8756, 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: Prepare program and feasibility study for Math/Science/Engineering building at Saddleback College. A copy of CONSULTANT's proposal dated October 7, 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 October 28, 2004, and will diligently perform as required and complete performance by March 30, 2005.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fifty Seven Thousand Five Hundred Dollars & No/100 (\$57,500.00) upon satisfactory completion of the services.

4. Expenses. Except for authorized reimbursable 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.

11. **Insurance.** Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of no less than 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 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:

CONSULTANT:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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 27<sup>th</sup> DAY OF OCTOBER, 2004.

South Orange County Community College District

Carrier-Johnson

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Gary Poertner, Deputy Chancellor  
Typed Name/Title

\_\_\_\_\_  
Typed Name/ Title

\_\_\_\_\_  
Social Security or Taxpayer  
Identification Number

**CARRIER JOHNSON**

ARCHITECTURE  
INTERIOR DESIGN  
PLANNING

GORDON A. CARRIER AIA  
MICHAEL C. JOHNSON AIA

WILLIAM C. ROCKEN AIA  
DEBORAH P. ELLIOTT AIA  
FRANK A. WOLDEN

October 7, 2004

Mr. Raúl A. Villalba  
Director, Facilities Planning/Purchasing  
**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635

**RE:** Proposal  
Saddleback College Science & Math Building Addition and Renovation  
Mission Viejo, California

Dear Raúl:

It is our pleasure to take this opportunity to present our proposal to provide South Orange County Community College District and the Saddleback College campus Architectural and Design Services for the Saddleback College Science and Math Building Addition and Renovation at Mission Viejo, California. We have developed this proposal based on the following scope of services:

**SCOPE OF SERVICES**

Carrier Johnson shall prepare a program and feasibility study for the Saddleback College Science and Math Building. The existing facility is sub-standard for the existing chemistry and biology labs and has received structural movement due to what is believed to be improper fill beneath the lab building. The deliverables shall include:

- A. Written documentation of user needs (this shall include up to three interviews with users to define needs)
- B. Written analysis of architecture, structural, mechanical, plumbing and electrical conditions
- C. Written description of proposed renovations to bring the building up to standards
- D. Program summary of existing and proposed space needs (including a 10-year projection)
- E. Conceptual building design for massing and interior space adjacency diagrams, as well as building locations
- F. Preliminary statement of probable construction cost\

The final package shall be used for formal presentation to the Board for final building authorization.

1301 THIRD AVENUE  
SAN DIEGO CALIFORNIA  
92101

TEL 619 239 2353  
FAX 619 239 6227

275-B McCORMICK AVENUE  
COSTA MESA CALIFORNIA  
92626

TEL 714 432 8756  
FAX 714 432 8956

[www.carrierjohnson.com](http://www.carrierjohnson.com)

G.R. CARRIER ARCHITECT

Mr. Raúl A. Villalba  
South Orange County Community College District  
October 7, 2004  
Page 2

**FEE**

\$57,500.

The fee shall be a lump sum fee of ~~\$67,500.00~~. This fee shall include architectural, structural, mechanical, plumbing and electrical fees only. The fee is proposed as follows:

TASK	FEE
A. Written documentation of user needs	\$ 2,000.00
B. Written analysis of existing building	
a. Architectural	<del>2,000.00</del>
b. Structural	<del>2,000.00</del>
c. Mechanical	<del>2,000.00</del>
d. Plumbing	<del>2,000.00</del>
e. Electrical	<del>2,000.00</del>
C. Written basis of design for renovation	
a. Architectural	2,000.00
b. Structural	2,000.00
c. Mechanical	2,000.00
d. Plumbing	2,000.00
e. Electrical	2,000.00
D. Program summary and 10-year projection	15,000.00
E. Conceptual building design and siting	15,000.00
F. Preliminary statement of proposal	7,500.00
G. Team meetings/coordination (5 meetings max.)	3,000.00
H. Final booklets – 11 x 17 (15 copies)	5,000.00
<b>TOTAL</b>	<del>\$67,500.00</del> \$57,500.00

**Method of Compensation:** The Architect shall provide a monthly statement of amounts due for Basic Services, Additional Services and Reimbursable Expenses relative to the work performed during the previous billing period. Amounts billed shall be due upon presentation and shall be considered delinquent if not paid within thirty (30) days from the billing date. Amounts due and unpaid shall bear interest, from the date payment is due, at the current prevailing US Bank prime rate plus 2% per year or the maximum rate allowable by law. Amounts due and unpaid within sixty (60) days from the billing date shall be assessed a service charge of \$50.00 per month until payment is made, in addition to the interest on the unpaid balance, and work on the Project shall be stopped unless approved by the Designer.

**REIMBURSABLE EXPENSES**

Reimbursable expenses include, but are not limited to, permit processing, reprographics, reproduction and photographic work done out of office and messenger or delivery service charges. All reimbursable expenses will receive our standard (15%) administrative mark-up.

Mr. Raúl A. Villalba  
South Orange County Community College District  
October 7, 2004  
Page 3

We look forward to the opportunity of working with you in providing South Orange County Community College District with a successful Saddleback College Science & Math Building Renovation and Addition. Should you have any questions, please do not hesitate to call.

**FINAL AGREEMENT**

Should the above meet with your approval, please so indicate by signing below. Return one copy of this document to Carrier Johnson. Please keep the other for your records. As soon as I receive this signed proposal, I will incorporate it into an AIA Contract and forward to you for your signature.

Sincerely,  
**CARRIER JOHNSON**  
A California Corporation

By: Jeffrey Blausy Date: 10-7-04  
Jeffrey Blausy, AIA  
Managing Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gary Mangham  
Project Manager

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mr. Raúl A. Villalba  
Director, Facilities Planning/Purchasing



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b>	<b>41</b>
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b>	<b>10/26/04</b>
<b>SUBJECT:</b>	<b>SADDLEBACK COLLEGE: HIRE ARCHITECT FOR REMODEL OF JAMES B. UTT LIBRARY BUILDING</b>		
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>		

**BACKGROUND**

On September 27, 2004, the Board of Trustees approved a project to repair and partially remodel the first floor of the James B. Utt Library Building at Saddleback College and related secondary effects and also approved additional funding to bring the total tentative budget for this project to Four Million Eight Hundred Twenty-nine Thousand and No/100 Dollars (\$4,829,000.00).

**STATUS**

After interviewing several architectural firms, a committee of administrators and staff from the district and college recommended hiring GKK, of Newport Beach, for this project. GKK has submitted a proposal to provide architectural services for the James B. Utt Library Remodel and Secondary Effects project for a fee equal to nine (9%) percent of the construction cost. The first phase of this project will consist in defining the program, preparing schematic plans, and a preliminary cost estimate. It is estimated that this can be completed in three months. It is proposed that basic aid funds be used for this purpose.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve an agreement with GKK to provide architectural services for the James B. Utt Library Remodel and Secondary Effects project, EXHIBIT A.

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

**ARCHITECTURAL SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 27th day of October in the year 2004, between the South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and GKK Corporation, 20411 SW Birch Street, Suite 300, Newport Beach, California, 92660, hereinafter referred to as Architect.

WHEREAS, DISTRICT desires to obtain architectural/engineering services for Remodel James B. Utt Library Building at Saddleback College and Secondary Effects, hereinafter referred to as "PROJECT"; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I: ARCHITECT'S SERVICES AND RESPONSIBILITIES:

1. The ARCHITECT'S services shall consist of those services performed by the ARCHITECT, ARCHITECT'S employees and ARCHITECT'S consultants as enumerated in Articles II and III of this agreement.
2. The ARCHITECT'S services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT'S approval a schedule for the performance of the ARCHITECT'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT'S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.
3. The services covered by this AGREEMENT shall be completed within Thirty (30) months of the date of this AGREEMENT.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES:

1. The ARCHITECT'S services consist of those described in paragraphs 2 through 27 of Article II, and include structural, mechanical and electrical engineering services and any other engineering services necessary to produce a reasonably complete and accurate set of construction documents as described in paragraph 9, except those engineering services provided by the DISTRICT.
2. The ARCHITECT shall ascertain the DISTRICT'S needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the PROJECT.

EXHIBIT A  
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3. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT'S PROJECT, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Article V. Such evaluation shall include alternative approaches to design and construction of the PROJECT.
4. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents while such services are being rendered and which are applicable to these documents.
5. The ARCHITECT shall submit to the DISTRICT a written preliminary estimate of the construction cost and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.
6. The ARCHITECT shall investigate existing observable conditions or facilities and make measured drawings of such conditions or facilities.
7. Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other documents to describe the size and character of the PROJECT as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.
8. Based on the approved Design Development documents and any further adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the PROJECT. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.
9. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the conditions of the Contractor's contract. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.
10. The ARCHITECT, following the DISTRICT'S approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the PROJECT.
11. If the lowest bid exceeds the budget for the PROJECT by 10% or more, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its budget.

12. The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the PROJECT with the DISTRICT's assistance. The DISTRICT shall pay all fees required by such governmental authorities.
13. The ARCHITECT'S responsibility to provide services for the construction of the PROJECT commences with the award of a construction contract and terminates at the issuance to the DISTRICT of the final certificate for payment by the ARCHITECT, or as otherwise provided in Article VII.
14. The ARCHITECT shall provide administration of the construction contract as set forth below. The ARCHITECT shall observe the construction performed by the selected contractors.
15. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT.
16. The ARCHITECT shall be the DISTRICT'S representative during construction and shall advise and consult with the DISTRICT until final payment to the Contractor is due. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this agreement unless otherwise modified in writing.
17. The ARCHITECT shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the DISTRICT and ARCHITECT in writing to become generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the contract documents and to determine for DISTRICT'S benefit and protection if the work is proceeding in accordance with the construction contract and schedule. However, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of on-site observations, the ARCHITECT shall keep the DISTRICT informed of the progress and quality of the work and whether or not is in general compliance with the Contract Documents, and shall endeavor to guard the DISTRICT against defects and deficiencies in the work.
18. The ARCHITECT shall have access to the work at all times.
19. Based on the ARCHITECT'S periodic observations, review of the construction schedule, payment schedule and evaluations of the contractor's applications for payment, the ARCHITECT shall review and certify the amounts due the contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's periodic observations at the site as provided in Article 2, subparagraph 17, and on the data comprising the contractor's application for payment, that the work has progressed to the point indicated and that, to ARCHITECT's knowledge, information and belief, the quality of the work is in accordance with the contract documents.

20. The ARCHITECT shall reject work which does not conform to the construction contract. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the construction contract, whether or not such work is fabricated, installed or completed.
21. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittal schedule and submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the construction contract. The ARCHITECT'S action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review. When certification of performance characteristics of materials, systems or equipment is required by the construction contract, the ARCHITECT shall be entitled to rely upon such certification from the manufacturer to establish that the materials, systems or equipment will meet the performance criteria required by the construction contract.
22. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT'S approval and execution in accordance with the construction contract, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
23. The ARCHITECT shall periodically observe the PROJECT to determine the date or dates of substantial completion and the date of final completion, receive from the General Contractor and forward to the DISTRICT for the DISTRICT'S review all written warranties and related documents required by the construction contract and issue a final certificate for payment upon compliance with the requirements of the construction contract.
24. The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the construction contract when requested in writing by the DISTRICT.
25. ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications, and other documentation resulting there from.
26. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract.
27. The ARCHITECT shall comply with federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT'S PROJECT.

ARTICLE III - ADDITIONAL ARCHITECTURAL SERVICES

1. The ARCHITECT shall be given additional compensation for the services described in Article III.
2. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
  - a. Making materials revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
  - b. Providing services required because of significant changes in the PROJECT including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required under Article V, paragraph 10, and except where the ARCHITECT's fee for ARCHITECT's services is based on a percentage of the construction cost and such changes will result in a significant increase in the construction cost.
  - c. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT.
  - d. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
  - e. Providing services made necessary by the default of the contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.
  - f. Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.
  - g. Providing services in connection with the work of consultants retained by the DISTRICT.
  - h. Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
  - i. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
  - j. Providing services after issuance to the DISTRICT of the final certificate for payment except as provided in Article VIII, paragraph 6.

- k. Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the PROJECT.
  - l. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
3. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described in paragraph 17 of Article II. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated based on the attached standard hourly rates.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES:

1. The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the Project, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.
2. The DISTRICT shall prepare a current overall budget for the PROJECT, including the construction cost.
3. The DISTRICT shall appoint a representative authorized to act on the DISTRICT's behalf with respect to the Project. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT.
4. The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT.
5. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the Project or nonconformance with the construction contract. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
6. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.
7. The District shall provide Architect with adequate geologic and soils reports.

ARTICLE V - COST OF CONSTRUCTION:

1. The construction cost shall be the total cost or estimated cost to the DISTRICT of all elements of the Project designed or specified by the ARCHITECT.
2. During the Schematic Design, Design Development and Construction Document phases, construction cost shall be determined by the DISTRICT's budget for the project.
3. During the bidding phase, construction cost shall be determined by the lowest responsible bid.
4. During construction, construction cost shall be determined by the contract sum or as amended by any change orders approved by the DISTRICT.
5. Construction cost does not include the compensation of the ARCHITECT and ARCHITECT's consultants, or other costs which are the responsibility of the DISTRICT.
6. The ARCHITECT's evaluations of the DISTRICT's Project budget, preliminary estimates of construction cost and detailed estimates of construction cost, if any, represent the ARCHITECT's best judgment as a professional familiar with the construction industry.
7. A fixed limit of construction cost shall not be established as a condition of this AGREEMENT by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.
8. Any PROJECT budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.
9. If the lowest bid received exceeds the fixed limit of construction cost (adjusted as provided in paragraph 8), the DISTRICT shall:
  - a. Give written approval of an increase of such fixed limit;
  - b. authorize re-bidding of the PROJECT within a reasonable time;
  - c. if the PROJECT is abandoned, terminate it in accordance with Article VII, paragraph 3; or
  - d. cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.
10. If the DISTRICT chooses to proceed under paragraph 9(d) and the lowest bid received exceeds the fixed limit of construction costs by ten percent or greater, the ARCHITECT, without additional charge, shall modify the construction contract documents as necessary to comply with the fixed limit.



ARTICLE VI - ARCHITECT'S DRAWINGS AND SPECIFICATIONS:

The drawings, specifications and other documents prepared by the ARCHITECT for this Project shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. ARCHITECT grants to DISTRICT the right to reuse all or part of the aforementioned documents at its sole discretion for the construction of all or part of this or another Project constructed for the DISTRICT. The DISTRICT is not bound by this agreement to employ the services of ARCHITECT in the event such documents are re-used. ARCHITECT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the plans, specifications and other documents prepared or caused to be prepared by the ARCHITECT pursuant to this agreement. District agrees to indemnify, defend and hold Architect harmless from and against any claims, costs, losses, or damages resulting from any future use of all or part of the aforementioned documents.

ARTICLE VII - TERMINATION:

1. This AGREEMENT may be terminated without cause by the DISTRICT upon not less than seven (7) days written notice to the ARCHITECT. This agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
2. If the PROJECT is suspended by the DISTRICT for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the ARCHITECT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT's services.
3. If the DISTRICT abandons the PROJECT for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this by giving not less than seven (7) days written notice to the DISTRICT.
4. The DISTRICT's failure to make payments to the ARCHITECT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the ARCHITECT.
5. In the event the DISTRICT fails to make timely payment, the ARCHITECT may, upon seven (7) days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the ARCHITECT within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
6. The ARCHITECT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the ARCHITECT, together with termination expenses which are expenses directly attributable to termination. Termination expenses shall be computed as a percentage of the total compensation to ARCHITECT earned to the time of termination, as follows:

- a. Eight (8%) percent of the total compensation to ARCHITECT earned to date, if termination occurs before or during the pre-design, site analysis, or Schematic Design phase; or
  - b. Five (5%) percent of the total compensation to ARCHITECT earned to date, if termination occurs during the Design Development phase; or
  - c. Three (3%) percent of the total compensation to ARCHITECT earned to date, if termination occurs during any subsequent phase.
7. In the event of termination due to the fault of ARCHITECT, ARCHITECT shall receive only compensation due for services satisfactorily rendered prior to the date of termination. The ARCHITECT is liable for all damages suffered by DISTRICT due to ARCHITECT's failure to perform as provided in the AGREEMENT.

ARTICLE VIII - COMPENSATION TO THE ARCHITECT:

The DISTRICT shall compensate the ARCHITECT as follows:

1. For ARCHITECT services, as described in Article II, compensation shall be computed as follows:

Nine percent (9%) of construction cost.

Where compensation is based on a percentage of construction cost or stipulated sum, progress payments for ARCHITECT services in each phase shall total the following percentages of the total compensation payable:

Schematic Design Phase:	Fifteen	Percent	(15%)
Design Development Phase:	Twenty	Percent	(20%)
Construction Documents Phase:	Forty-Five	Percent	(45%)
Construction Phase:	Twenty	Percent	(20%)
Total Compensation:	One Hundred	Percent	(100%)

2. This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
3. Payments for ARCHITECT services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in paragraph 1.
4. Payments are due and payable upon receipt of the ARCHITECT's invoice. Amounts unpaid thirty-five (35) days after the invoice date shall bear interest at

the legal rate prevailing at the time at the site of the PROJECT.

5. When ARCHITECT'S compensation is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in paragraph 1 based on the lowest bona fide bid.
6. To the extent that the time initially established for the completion of ARCHITECT'S services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be computed as follows: at standard hourly rates.
7. Reimbursable Expenses incurred by the ARCHITECT and ARCHITECT'S employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and the records of such expenses shall be provided to DISTRICT for the DISTRICT'S review.
  - a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project.
  - b. Reimbursable expenses shall be expense of transportation in connection with the Project; expenses in connection with out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project. ARCHITECT'S normal travel expense are excluded.
  - c. Expense of reproductions, except those needed for the use of the ARCHITECT and his or her consultants, postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.
  - d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
  - e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of ARCHITECT'S Basic Services will be reimbursed.
  - f. For reimbursable expenses, compensation shall be computed at a multiple of one point one (1.1) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the project.
  - g. For additional services of consultants, compensation shall be computed at a multiple of one point one (1.1) times the amounts billed to the ARCHITECT for such services.

ARTICLE IX – MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition

EXHIBIT A  
Page 11 of 13

in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT and contractor upon request.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, and hold DISTRICT harmless from all liability arising out of:
  - a. any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT's employees or his/her consultants' employees arising out of ARCHITECT's services under this AGREEMENT; and
  - b. any and all claims for damages because of personal injury or death or damages to property, or other costs and charges, directly or indirectly arising out of or attributable to, in whole or in part, to ARCHITECT's negligent acts, errors and/or omissions in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions of ARCHITECT's consultants, employees in the performance of their obligations as stated in this AGREEMENT. The coverages of such indemnification shall include, without limitation, reasonable attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of ARCHITECT's performance and shall survive the expiration or termination of this AGREEMENT until such time as action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.
3. The DISTRICT agrees to indemnify, and hold ARCHITECT harmless from all liability arising out of any claims for damages, injury, or death attributable negligence of the DISTRICT, its employees, and consultants similarly as noted in paragraphs 2a and 2b above.
4. ARCHITECT shall purchase and maintain insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
  - a. Statutory workers' compensation and employers' liability;
  - b. Comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:
    1. owned, non-owned and hired vehicles;
    2. blanket contractual;
    3. broad form property damage;
    4. products/completed operations; and
    5. personal injury.

- c. Professional liability insurance, including contractual liability, with limits of \$1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.
  - d. Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.
5. ARCHITECT, in the performance of this agreement, shall be and act as an independent contractor. ARCHITECT 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 Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.
  6. Unless otherwise provided in this AGREEMENT, the ARCHITECT and ARCHITECT's consultants shall have no responsibility for the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including, but not limited to: asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
  7. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.
  8. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. Neither DISTRICT nor

ARCHITECT shall assign this agreement without the written consent of the other

9. This AGREEMENT shall be governed by the laws of the State of California.
10. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the ARCHITECT.

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

DISTRICT

ARCHITECT

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

GKK CORPORATION

\_\_\_\_\_  
Signature

Printed Name: Gary Poertner

\_\_\_\_\_  
Signature

Printed Name: Leonard C. Metcalf, AIA

Title: Deputy Chancellor

Title: Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b>	<b>BOARD OF TRUSTEES</b>	<b>ITEM:</b> 42
<b>FROM:</b>	<b>CHANCELLOR</b>	<b>DATE:</b> 10/26/04
<b>SUBJECT:</b>	<b>SADDLEBACK COLLEGE: HIRE GEOTECHNICAL CONSULTANT FOR TAS BUILDING</b>	
<b>REASON FOR BOARD CONSIDERATION:</b>	<b>APPROVAL</b>	

**BACKGROUND**

On August 26, 2002, the Board of Trustees approved hiring American Geotechnical to perform manometer surveys, soils investigation, and provide recommendations for the repair of the TAS building at Saddleback College. On July 26, 2004, the Board approved hiring GKK to provide architectural services for this project. The architect and his structural consultant met with DSA staff to discuss DSA requirements and were informed that a manometer survey of the second floor was required.

**STATUS**

American Geotechnical has submitted a proposal to perform the required manometer survey of the second floor, north wing, of the TAS Building at Saddleback College and prepare an updated report for the amount of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00). Funds from basic aid are available in the project account. It is estimated that the survey and report will be completed within six weeks.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve an agreement with American Geotechnical, EXHIBIT A, to perform survey of second floor of the TAS building at Saddleback College and prepare updated report for the amount of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00).

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

## 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: Floor-level survey of second level of TAS building, north wing, at Saddleback College and preparation of updated report. A copy of CONSULTANT's proposal dated October 7, 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 October 28, 2004, and will diligently perform as required and complete performance by January 30, 2005.

3. **Compensation.** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) upon satisfactory completion of the services.



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 September 15, 2002, 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 1st DAY OF September, 2002.

South Orange County Community College District

American Geotechnical

By: \_\_\_\_\_

Signature

Gary Poertner/  
Deputy Chancellor

By: \_\_\_\_\_

Signature

Mohammad Joolazadeh/  
Vice President

33-0035389  
Taxpayer Identification Number



**American Geotechnical, Inc.**  
*Protecting Your Future*

October 4, 2004

File No. 32179.02

Mr. Raul Villalba  
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92686

Subject: **PROPOSAL FOR SUPPLEMENTAL INVESTIGATION**  
Technology and Applied Science (TAS) Building  
Saddleback College Campus Area  
Mission Viejo, California

Reference: **GEOTECHNICAL INVESTIGATION**  
Technology and Applied Science (TAS) Building  
By American Geotechnical  
Dated October 22, 2002 (F.N. 32179.01)

Dear Mr. Villalba:..

As discussed in the recent project meeting, we are pleased to submit this proposal to perform supplemental investigation for the subject project. The scope of work under this proposal includes a floor-level survey of the second level of the TAS building (North Wing) as well as updating our report based on requirements of architects (DSA). As required by the reviewers for the Division of State Architect (DSA), detailed discussions about site geology will be presented within the updated report. In addition, we will work closely with the project structural engineer to develop supplemental geotechnical recommendations for the design of the new slab/foundation system for the building. The structural engineer to perform structural calculations/analysis, as required by DSA, will use these geotechnical recommendations. The specific scope of work and estimated cost are provided below.

- 1. A floor-level survey of the entire second level of the TAS building, North Wing

Estimated Cost ..... \$3,500

It is assumed in the above estimate that the entire floor will be available for us in one day.

- 2. Preparation of updated report; this report will address all requirements of the DSA and will include geotechnical recommendations for the design of the new slab/foundation system. The estimated cost given below includes meeting(s) with the project structural engineer to develop recommendations.

Estimated Cost .....\$2,000

Meetings, Consultations, and Conferences.....\$2,000

Total Estimated Cost .....\$7,500

It should be noted that this proposal does not include costs for items such as permits, services during construction, and/or items, which have not been specifically noted in the above described scope of services. Such costs are difficult to estimate at the present and have not been included.

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 initials on the Schedule of Fees and Standard Form Agreement and your signature on the Consulting Order, and return one copy for our files. Our work will be invoiced on a monthly progress basis.

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



Arumugam Alvappillai  
Senior Engineer  
G.E. 2504  
AA/MJ:rg



Mohammad Joolazadeh  
Principal Engineer  
G.E. 2199



Attachments: Contract for Services  
Distribution: 2 – Addressee  
wpdata/propsal/32179.02.aa.rg



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO: BOARD OF TRUSTEES	ITEM: 43
FROM: CHANCELLOR	DATE: 10/26/04
SUBJECT: GRANT APPLICATION—IRVINE VALLEY COLLEGE	
REASON FOR BOARD CONSIDERATION: APPROVAL	

BACKGROUND

Irvine Valley College, Saddleback College, and the South Orange County Community College District regularly apply for grant funds to carry out the mission of the District.

STATUS

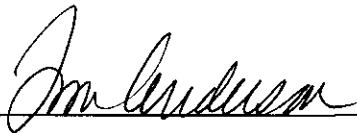
Application is being made by Irvine Valley College for grant funds as summarized in the attached grant abstract:

“TANF CDC Project” — Foundation for California Community Colleges — Immediately through June 30, 2005

Application for the above grant has been submitted to meet required deadlines, subject to ratification by the Board of Trustees.

RECOMMENDATION

The Chancellor recommends approval of the Irvine Valley College grant proposal summarized in the attached Exhibit A.



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  
 UNIT APPLYING: IRVINE VALLEY COLLEGE

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

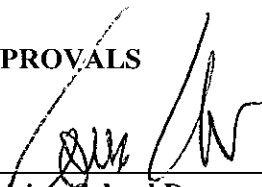
1. PROJECT TITLE: TANF CDC Project
2. PROJECT DIRECTOR: William Hewitt
3. PROJECT ADMINISTRATOR: Lou Leo
4. GRANTOR AGENCY: Foundation for California Community Colleges
5. FUNDING SOURCE: Foundation for California Community Colleges
6. STARTING AND ENDING DATES OF THE PROJECT: Immediately thru June 30,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

Recently the Foundation for the California Community Colleges and the California Department of Education developed a partnership to promote self sufficiency and gainful employment for TANF/CalWORKs recipients through expanding educational opportunities for clients to obtain certificates and teaching credentials in early childhood education. This project is designed to recruit, mentor, and successfully transition 15 TANF/CalWORKs recipients into training programs leading to gainful employment in the area of child development. The grant provides funding for the lead early childhood education instructor, the CalWORKs liaison, student supplies and transportation, licensing and fingerprinting of participants, and reimbursement for office and telephone costs to the institution. The grant is performance based and is dependent upon successful student outcomes.

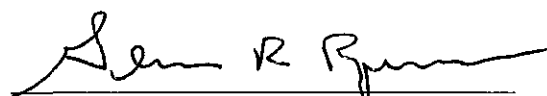
8. SUMMARY BUDGET


Grant Award	In Kind Matching	Indirect Costs	Project Total
\$ 28,260	\$ 0	\$ 0	\$ 28,260

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	\$ 22,500	\$ _____	_____
2000 Classified Salaries	\$ _____	\$ _____	_____
3000 Benefits	\$ _____	\$ _____	_____
4000 Supplies	\$ 480	\$ _____	_____
5000 Contracted Services and Other Expenses	\$ 5,280*	\$ _____	_____
6000 Capital Outlay	\$ _____	\$ _____	_____
7000 Other Charges (e.g.: Indirect Costs)	\$** _____	\$ _____	_____
<b>TOTALS</b>	<b>\$ 28,260</b>	<b>\$ 0</b>	

\*Travel & Conference funds to be awarded later

\*\* Student Emergency Book and Transportation Grant funds to be awarded later

\*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. William Hewitt	[ X ]	[ ]	[ ]	[ X ]
2. Mary McDonough	[ X ]	[ ]	[ ]	[ X ]
3. Fawn Tanriverdi	[ 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   |



**Temporary Assistance for Needy Families-Child Development Careers  
(TANF-CDC) Project**

**Grant Award Specifications and Budget Form for Irvine Valley**

The proposed student numbers and budget amounts listed below may differ from the numbers and amounts your college submitted in its May 2004 Letter of Intent to Participate. FCCC has had to make adjustments due to the specifications of FCCC's written contract with the California Department of Education (CDE).

One CDE specification requires that forty percent (40%) of the enrolled students enter the Project with the goal of receiving their Associate Teacher Permit (12 units) and sixty-percent (60%) of the total number of enrolled students continue with their studies to become Certified Teachers (40 units). However, students enrolled during the 2004-05 program year **are not** required to complete their Permit requirement during the first year and can be carrier over into the 2005-06 year.

If the student numbers and budget amounts meet with your approval, please email the completed Grant Award Specifications and Budget form to Ed Connolly ([connolly@foundationccc.org](mailto:connolly@foundationccc.org); 916-325-0128). Ed will mail you a signed Grant Agreement.

If you want to revise your student numbers, please cross out the numbers you wish to change and to the right write your suggested numbers and fax (916-325-0844) the form to Ed Connolly. Ed will either approve your revisions and mail you a signed Grant Agreement or he will contact you.

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

1. Number students who will enter the Project with the expectation/goal of exiting at the Associate Teacher Permit level (12 Units) (40% of unduplicated total):   6  .
2. Number of students who will enter the Project with the expectation/goal of exiting at the Teacher Permit level (40 Units) (60% of unduplicated total):   9  .
3. Total number of unduplicated students (sum of items 1 + 2):  15 .

(**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 Project.)

4. Number of students who will begin/enroll in the Project in the Fall 2004 semester:  
 \_\_15\_\_.

5. Number of students who will begin/enroll in the Project 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 Project who will be enrolled in the Regular Child Development program: \_\_15\_\_. (Note: The sum of the student identified in items 6 and 7 must equal the unduplicated number of students identified in item 3).

2. **2004-05 Budget:** *The budget amounts identified below are based on the total number of unduplicated students indicated in question number 3 above. If you change the total number of unduplicated students the Foundation will make the corresponding prorated budget adjustments when you return this form.*

Category	Amount
Campus CD Careers Project Facilitator Stipend (15 students x \$500 per semester x 2 semesters)	\$15000.00
CalWORKs Liaison Stipend (15 Students x \$250 per semester x 2 semesters)	\$7500.00
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) ( students x \$120)	\$1800.00
Finger Print Fee (Credential) ( students x \$60.00)	\$900.00
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 Project Conference (2 Staff)	TBD*
Student Emergency Book Grants	TBD**
Student Emergency Transportation Grants	TBD**
<b>Total 2004-2005 Grant Amount</b>	<b>\$28260.00</b>

\*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.

\*\*TBD – Campuses may request these Student Emergency Grant funds during the project year on a case-by-case basis. Request specifications and processes will be forthcoming.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGENDA ITEM

TO: BOARD OF TRUSTEES	ITEM: 44
FROM: CHANCELLOR	DATE: 10/26/04
SUBJECT: GRANT APPLICATION — SADDLEBACK COLLEGE	
REASON FOR BOARD CONSIDERATION: APPROVAL	

BACKGROUND

Irvine Valley College, Saddleback College, and the South Orange County Community College District regularly apply for grant funds to carry out the mission of the District.

STATUS

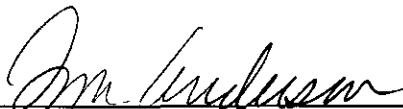
Application is being made by Saddleback College for grant funds as summarized in the attached grant abstract:

“Aquarium and Aquaculture Science Curriculum, Laboratory, and Faculty Enhancement” — National Science Foundation — July 1, 2005 to June 30, 2008

Application for the above grant has been submitted to meet required deadlines, subject to ratification by the Board of Trustees.

RECOMMENDATION

The Chancellor recommends approval of the Saddleback College grant proposal summarized in the attached exhibit.



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  
 UNIT APPLYING: SADDLEBACK COLLEGE

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

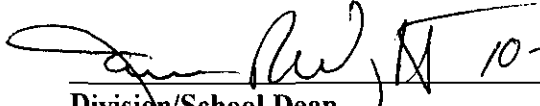
1. PROJECT TITLE: Aquarium and Aquaculture Science Curriculum, Laboratory, and Faculty Enhancement
2. PROJECT DIRECTOR: Julie Anderson
3. PROJECT ADMINISTRATOR: Don Taylor
4. GRANTOR AGENCY: National Science Foundation
5. FUNDING SOURCE: National Science Foundation
6. STARTING AND ENDING DATES OF THE PROJECT: July 1, 2005 to June 30, 2008
7. EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):

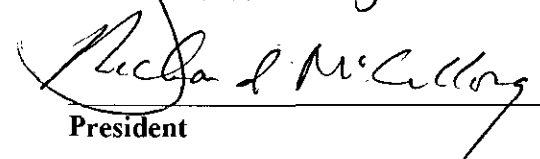
The Saddleback College Division of Advanced Technology and Applied Sciences has identified a need to develop, expand, and enrich the nine courses that comprise the Aquarium and Aquaculture Certificate and Associate Degree program. The program will acquaint students with major concepts, theories, and 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 complement existing faculty and staff, provide necessary equipment and supplies, facilitate marketing, and enable staff development.


8. SUMMARY BUDGET


Grant Award	In Kind Matching	Indirect Costs	Project Total
\$742,601	\$ 0	\$ 171,370	\$ 742,601

9. APPROVALS

  
 Division/School Dean

  
 President

  
 Vice President of Instruction/Students

  
 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	\$ 8,322_____	\$ 0_____	_____
2000 Classified Salaries	\$ 203,276_____	\$ 0_____	_____
3000 Benefits	\$ 32,737_____	\$ 0_____	_____
4000 Supplies	\$ 20,572_____	\$ 0_____	_____
5000 Contracted Services and Other Expenses	\$ 186,278_____	\$ 0_____	_____
6000 Capital Outlay	\$ 120,046_____	\$ 0_____	_____
7000 Other Charges (e.g.: Indirect Costs)	\$ 171,370_____	\$ 0_____	_____
<b>TOTALS</b>	<b>\$ 742,601_____</b>	<b>\$ 0_____</b>	

\*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. Adjunct Instructor	X		X	
2. Sr. Lab Technician Substitute	X		X	
3. Lab Technician/Life Physical Science (2)	X		X	
4. Program Assistant	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: 45
FROM: CHANCELLOR	DATE: 10/26/04
SUBJECT: <u>BOARD POLICIES</u> : BP-3340, CELLULAR TELEPHONE USAGE AND BP-4016, DRUG-FREE ENVIRONMENT AND DRUG PREVENTION PROGRAM	
REASON FOR BOARD CONSIDERATION: APPROVAL	

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

Two board policies are being presented to the board for Approval: BP-3340, Cellular Telephone Usage, and BP-4016, Drug-Free Environment and Drug Prevention Program. BP-3340 is a newly proposed policy, which has been written to meet the District's increasing usage of cellular telephones. BP-4016 has been amended to extend our policy on a drug-free environment and to include language regarding a drug-free prevention program. The language to these board policies were made by District administration and by legal counsel Warren Kinsler of Andelson, Loya, Ruud, and Romo. BP-3340 and BP-4016 were presented to the District's Shared Governance representatives at Chancellor's Cabinet on September 16, 2004, and were presented to the board for Acceptance for Review and Study at their September 27, 2004 board meeting.

RECOMMENDATIONS

The Chancellor recommends that the Board of Trustees approve BP-3340, Cellular Telephone Usage, and BP-4016, Drug-Free Environment and Drug Prevention Program, as shown in Exhibits 1 and 2.



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 _____

BOARD POLICY

3340

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

CELLULAR TELEPHONE USAGE

- I. The Chancellor or designee shall establish an Administrative Regulation relating to the reimbursement for use of a cellular telephone in conjunction with District business.

A. Board of Trustees

The SOCCCD Board of Trustees may be reimbursed for their use of a cellular telephone. Requests for reimbursement shall be submitted to District Business Services.

B. Employees of the District

The Chancellor or College Presidents may designate employees to receive an annual allowance for the use of a cellular telephone. An annual authorization will be required to establish the allowance which shall not exceed \$50 per month.

DRAFT

DRAFT  
BOARD POLICY

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

EXHIBIT 2

4016

PERSONNEL

DRUG-FREE WORKPLACE

It is the purpose of the Board of Trustees to implement the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, 41 U.S.C. 5151, et seq.) which requires federal grant recipients to provide a drug-free workplace. The Chancellor shall develop and publish an administrative regulation in accordance with the requirements of the Drug-Free Workplace Act.

DRUG-FREE ENVIRONMENT  
AND DRUG PREVENTION  
PROGRAM

The District shall be free from all drugs and from the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in all facilities under the control and use of the District.

Any student or employee who violates this policy will be subject to disciplinary action, which may include the referral to an appropriate rehabilitation program, suspension, demotion, expulsion, or dismissal.

The Chancellor shall assure that the District distributes annually to each student the information required by the Drug-Free Schools and Communities Act Amendments of 1989 and complies with other requirements of the Act.

References: Drug Free Schools and Communities Act, 20 U.S.C. Section 1145g- 1011j and 34 C.F.R., Section 86.1 et seq.; Drug Free Workplace Act of 1988, 41 U.S.C. Section 702

Adopted: 5-15-89  
Revised: 4-26-99

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**Agenda Item**

<b>TO:</b> Board of Trustees	<b>ITEM:</b> 46
<b>FROM:</b> Chancellor	<b>DATE:</b> 10-26-04
<b>SUBJECT:</b> SADDLEBACK COLLEGE: FACULTY HIRING FOR 2005-2006	
<b>REASON FOR BOARD CONSIDERATION:</b> APPROVAL	

**BACKGROUND**

Saddleback College adheres to the mission and philosophy of the District and is committed to the goal of providing a comprehensive postsecondary education to our constituents, including a changing and diverse student population. It is essential to the well being of the institution to seek the most qualified faculty, thereby improving the learning environment at Saddleback College.

**STATUS**

Through the collegial consultation process at Saddleback College, full-time faculty positions have been identified as a priority for the 2005-2006 academic year. Both management and the Academic Senate believe that more full time faculty are essential to increasing enrollments in many programs. Following the process, some differences in the ordering of positions were evident between the Academic Senate and Administrative recommendations. The President took all recommendations into consideration and provides the following priority list for Board approval. These positions will be filled contingent upon available funding. As shown in Exhibit A, the positions are in priority order as follows:

- |   |  |
|---|--|
| 1. English                                    | 19. Interior Design                      |
| 2. Biology                                    | 20. Anthropology                         |
| 3. Librarian Instruction                      | 21. Librarian Systems                    |
| 4. Foods, Nutrition, Family/Consumer Sciences | 22. Health/Assistant Baseball Coach      |
| 5. Automotive Technology                      | 23. Emeritus Institute & Physical Ed.    |
| 6. Computer Applications                      | 24. Reading                              |
| 7. Reading                                    | 25. Fashion Design and Merchandising     |
| 8. History - World                            | 26. Technical Theatre/Theatre Technology |
| 9. Counselor – Academic & Articulation        | 27. Librarian Cataloguing                |
| 10. Psychology                                | 28. Aquarium and Aquaculture Science     |
| 11. American Sign Language & Interpreting     | 29. Biology                              |
| 12. Choral and Vocal Music                    | 30. Drawing                              |
| 13. Astronomy and Physics                     | 31. English (ESL)                        |
| 14. English                                   | 32. English                              |
| 15. Communication Arts                        | 33. History U.S.                         |
| 16. Speech Communication Generalist           | 34. Computer Applications                |
| 17. Marine Science/Oceanography               | 35. English                              |
| 18. Mathematics                               |  |

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the announcement of and recruitment for full time faculty positions, contingent upon funding, at Saddleback College for the 2005-2006 academic year.

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

**POSITION REQUEST LIST**

**FACULTY POSITIONS FOR 2005 - 2006 ACADEMIC YEAR**

PRIORITY	DISCIPLINE/SUB-DISCIPLINE	DIVISION/SCHOOL	TENURE	STATUS	POSITION	TYPE
			Tenure Track	Temporary	New	Replacement
1.	English		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	Biology		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Librarian Instruction		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.	Foods, Nutrition, Family & Consumer Sciences		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	Automotive Technology		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.	Computer Applications		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.	Reading		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.	History World		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9.	Counselor Academic & Articulation		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10.	Psychology		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11.	American Sign Language & Interpreting		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12.	Director of Choral and Vocal Music		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13.	Astronomy and Physics		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14.	English		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**APPROVALS:**

Rajen Vanden      10/13/04  
 Vice President      Date

P. McCarty      10/14/04  
 President      Date

\_\_\_\_\_  
 Academic Senate President      Date

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
**POSITION REQUEST LIST**

**FACULTY POSITIONS FOR 2005 - 2006 ACADEMIC YEAR**

PRIORITY	DISCIPLINE/SUB-DISCIPLINE	DIVISION/SCHOOL	TENURE	STATUS	POSITION	TYPE
			Tenure Track	Temporary	New	Replacement
15.	Communication Arts		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16.	Speech Communication Generalist		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17.	Marine Science/Oceanography		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18.	Mathematics		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19.	Interior Design		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20.	Anthropology		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21.	Librarian Systems		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22.	Health and Assistant Baseball Coach		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23.	Emeritus Institute & Physical Education		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
24.	Reading		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
25.	Fashion Design and Merchandising		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
26.	Technical Theatre/Theatre Technology		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
27.	Librarian Cataloguing		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**APPROVALS:**

*Robin Hewes*                      10/14/04  
 Vice President                      Date

*Richard McCallister*                      10/14/04  
 President                      Date

\_\_\_\_\_  
 Academic Senate President                      Date

**POSITION REQUEST LIST**

**FACULTY POSITIONS FOR 2005 - 2006 ACADEMIC YEAR**

PRIORITY	DISCIPLINE/SUB-DISCIPLINE	DIVISION/SCHOOL	TENURE	STATUS	POSITION	TYPE
			Tenure Track	Temporary	New	Replacement
	28. Aquarium and Aquaculture Science		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	29. Biology		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	30. Drawing		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	31. English (ESL)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	32. English		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	33. History U.S.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	34. Computer Applications		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	35. English		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**APPROVALS:**

Roger Vuuren 10/14/04  
 Vice President Date

R. McCullough 10/14/04  
 President Date

\_\_\_\_\_  
 Academic Senate President Date

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b> BOARD OF TRUSTEES	<b>ITEM:</b> 47
<b>FROM:</b> CHANCELLOR	<b>DATE:</b> 10/26/04
<b>SUBJECT:</b> IRVINE VALLEY COLLEGE: FACULTY HIRING FOR 2005-2006	
<b>REASON FOR BOARD CONSIDERATION:</b> APPROVAL	

**BACKGROUND**

Irvine Valley College is dedicated to serving the educational needs of its students and community. The College best serves its constituents by providing high quality lower division, transfer, vocational, basic skills and community education courses. A high priority in advancing the College's mission is to increase the number of qualified, full-time faculty at Irvine Valley College.

**STATUS**

Through the collegial consultation process at Irvine Valley College, the following full-time faculty positions have been identified for the 2005-2006 academic year. These positions will be filled contingent upon available funding. In priority order, the positions are:

- |                                  |   |
|----------------------------------|---|
| 1. Art History Instructor        | 11. Business Management & Marketing Instructor  |
| 2. Physics Instructor            | 12. Humanities Instructor                       |
| 3. Psychology Instructor         | 13. Math Instructor                             |
| 4. CIM: LAN Focus Instructor     | 14. Librarian/Learning Center Instructor        |
| 5. Librarian Instructor          | 15. Business Management & Accounting Instructor |
| 6. Drawing & Painting Instructor | 16. Drawing Instructor                          |
| 7. Geography Instructor          | 17. Counselor (Generalist/Articulation)         |
| 8. Counselor Generalist          |   |
| 9. Counselor Generalist          |   |
| 10. Japanese Instructor          |   |

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the announcement of and recruitment for full-time faculty positions, at Irvine Valley College for the 2005-2006 academic year as listed above and in accordance with EXHIBIT A.

<b>Item Submitted By:</b> Dr. Glenn R. Roquemore, President	<i>GW acting president</i>
<b>Item Reviewed By:</b> Dr. Raghu P. Mathur, Chancellor	
<b>Final Disposition:</b>	<b>Vote:</b>



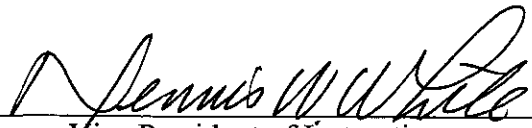
**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**


**POSITION REQUEST LIST**

**IRVINE VALLEY COLLEGE FACULTY HIRING FOR 2005-2006 ACADEMIC**

PRIORITY	DISCIPLINE/SUB DISCIPLINE	DIVISION/SCHOOL	TENURE STATUS		POSITION	
			Tenure Track	Temporary	New	Repla
1.	Art History Instructor	Fine Arts	X			
2.	Physics Instructor	Physical Sciences	X			
3.	Psychology Instructor	Social and Behavioral Sciences	X			
4.	CIM: LAN Focus Instructor	Business Sciences	X			
5.	Librarian Instructor	Library Services	X		X	
6.	Drawing & Painting Instructor	Fine Arts	X			
7.	Geography Instructor	Social and Behavioral Sciences	X			
8.	Counselor Generalist	Guidance and Counseling	X			
9.	Counselor Generalist	Guidance and Counseling	X			
10.	Japanese Instructor	Humanities and Languages	X			
11.	Business Management & Marketing Instructor	Business Sciences	X			
12.	Humanities Instructor	Humanities and Languages	X			
13.	Math Instructor	Math, Computer Sciences & Eng.	X		X	
14.	Librarian/Learning Center Instructor	Library Services	X		X	
15.	Business Management & Accounting Instructor	Business Sciences	X			
16.	Drawing Instructor	Fine Arts	X			
17.	Counselor (Generalist/Articulation)	Guidance and Counseling	X			

**APPROVALS:**

  
 Vice President of Instruction      10-11-04  
 Date

  
 College President

  
 Academic Senate, President      10-12-04  
 Date

\_\_\_\_\_  
 Chancellor

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**AGENDA ITEM**

<b>TO:</b> BOARD OF TRUSTEES	<b>ITEM:</b> 48
<b>FROM:</b> CHANCELLOR	<b>DATE:</b> 10/26/04
<b>SUBJECT:</b> IRVINE VALLEY COLLEGE: ASIVC 2004-2005 BUDGET	
<b>REASON FOR BOARD CONSIDERATION:</b> APPROVAL	

**BACKGROUND**

The Associated Students of Irvine Valley College (ASIVC) has developed a budget for the 2004-2005 school year. Funding for the budget has been derived through the sale of Associated Students' stickers, bookstore and food service commissions, and programs and events. The budget has been established to fund student activities that are educational, social and supportive to student clubs, as well as overall college enhancement.

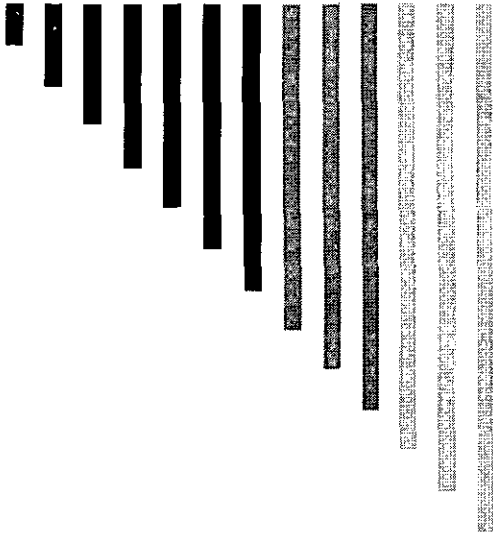
**STATUS**

The 2004-2005 budget of ASIVC has been developed. This budget has been approved by the student government and reviewed and endorsed by the College Leadership Council, as well as the President's Council of Irvine Valley College, which is comprised of representatives from all college governance groups.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the budget of the Associated Students of Irvine Valley College as shown in EXHIBIT A.

<b>Item Submitted By:</b> Dr. Glenn R. Roquemore, President <i>BPR</i>	
<b>Item Reviewed By:</b> Dr. Raghu P. Mathur, Chancellor	
<b>Final Disposition:</b>	<b>Vote:</b>



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# IRVINE VALLEY COLLEGE

Associated Students of  
Irvine Valley College  
2004-2005 Budget

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Irvine Valley College  
Associated Students of Irvine Valley College  
2004-2005 Operating Statement

**2004-2005 ASIVC BUDGET PROJECTED INCOME**

**ITEM NAME**

BOOKSTORE COMMISSIONS

FOOD COMMISSIONS

ASIVC CARD SALES

PEPSI COMMISSIONS


MISCELLANEOUS INCOME

**TOTAL PROJECTED INCOME**

**UNRESTRICTED BEGINNING BALANCE**

**TOTAL AVAILABLE FOR ALLOCATION**

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Irvine Valley College  
Associated Students of Irvine Valley College  
2004-2005 Allocations

**2004-2005 ASIVC ALLOCATED FUNDS**

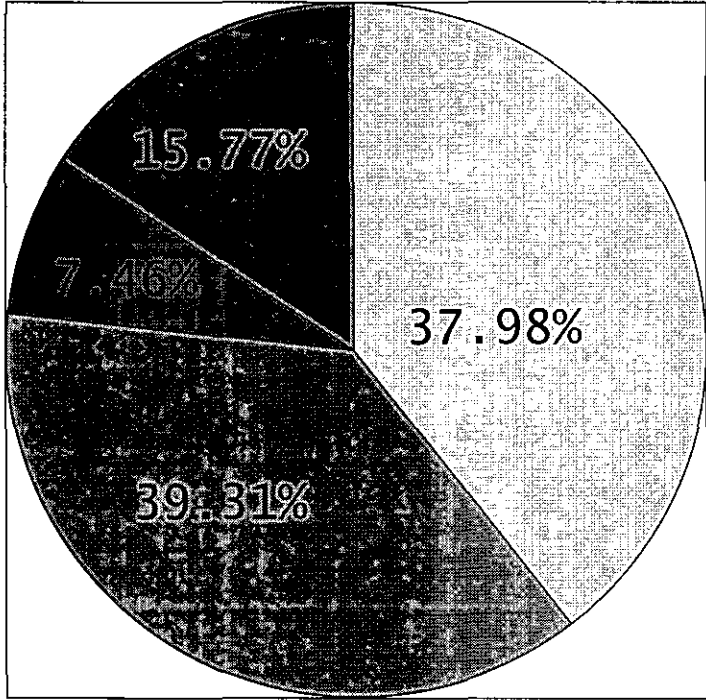
**PROGRAM ALLOCATIONS**

STUDENT GOVERNMENT	\$ 121,55
CO-CURRICULAR	\$ 124,81
PROGRAM GRANTS	\$ 23,67
SCHOLARSHIPS	\$ <u>50,00</u>

**TOTAL ALLOCATED FUNDS \$ 320,03**

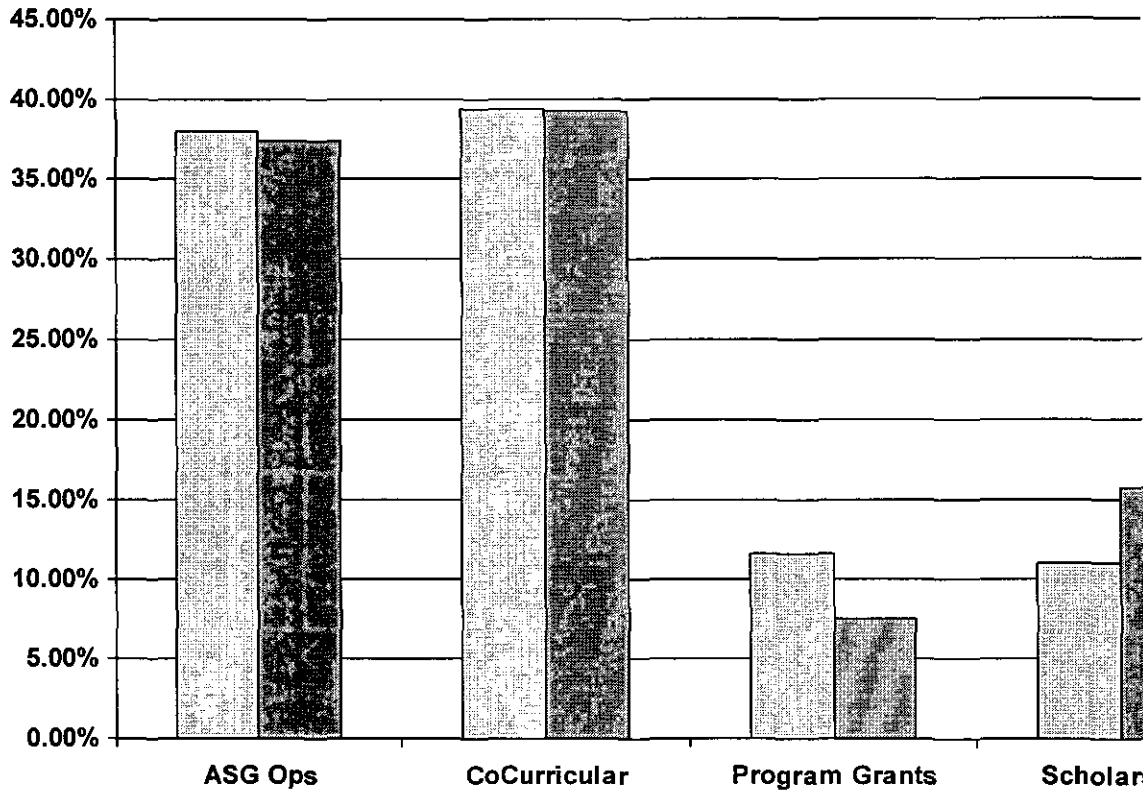
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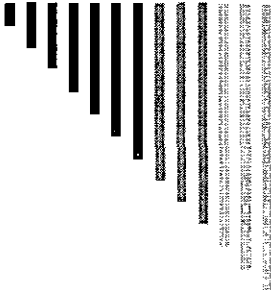
# 2004/2005 ASIVC Program Allocations



- Student Government
- Co-Curricular
- Program C
- Scholarships

# 2003/2004 -vs- 2004/2005 Budget Allocations





Irvine Valley College  
Associated Students of Irvine Valley College  
2004-2005 Allocations

**STUDENT GOVERNMENT OPERATIONS**

<b><u>ACCOUNT NUMBER</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ALLOCATIO</u></b>
96-4600-D-M01-4-036-000-0000	OFFICE SUPPLIES	
96-4580-D-M01-4-036-000-0000	DUPLICATING	
96-5269-D-M01-4-036-000-0000	MILEAGE	
96-6410-D-M01-4-036-000-0000	OFFICE EQUIPMENT	
96-5163-D-M01-4-036-000-0000	ATHLETIC GAME WORKER	
96-4730-D-M01-4-036-000-0000	STUDENT HOST FUND	
96-5999-D-M01-4-036-000-0000	CLUB/ORGANIZATIONS	
96-5991-D-M01-4-036-000-0000	STUDENT UNION UTILITIES	
96-5811-D-M22-4-036-000-0000	CONTRACT SERVICES	
96-5999-D-M01-4-036-000-0000	STUDENT PAYROLL	
96-6410-D-M01-4-036-000-0000	STUDENT LOUNGE EQUIPMENT	
96-5650-D-M01-4-036-000-0000	EQUIPMENT REPAIRS	
96-4720-D-M01-4-036-000-0000	BANQUET	

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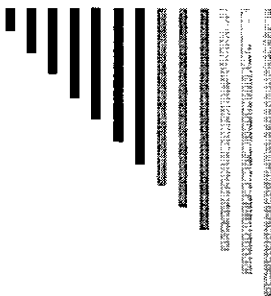




Irvine Valley College  
Associated Students of Irvine Valley College  
2004-2005 Allocations

**STUDENT GOVERNMENT OPERATIONS**

<b><u>ACCOUNT NUMBER</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ALLOCATION</u></b>
96-5270-D-M01-4-036-000-0000	CONFERENCES	
96-4720-D-M15-4-036-000-0000	SCHOLARSHIP BANQUET	
96-4710-D-M01-4-036-000-0000	COMMENCEMENT	
96-4710-D-M95-4-036-000-0000	ASIVC EVENTS	
96-4900-D-M01-4-036-000-0000	AWARDS	
96-5811-D-M91-4-036-000-0000	ELECTIONS	
96-6411-D-M01-4-036-000-0000	NEW EQUIPMENT (PHOTO ID)	
96-7400-D-M01-4-036-000-0000	OTHER TRANSFERS(CAFETERIA)	
96-7900-D-M01-4-036-000-0000	UNALLOCATED RESERVE	
		<b>TOTAL</b>



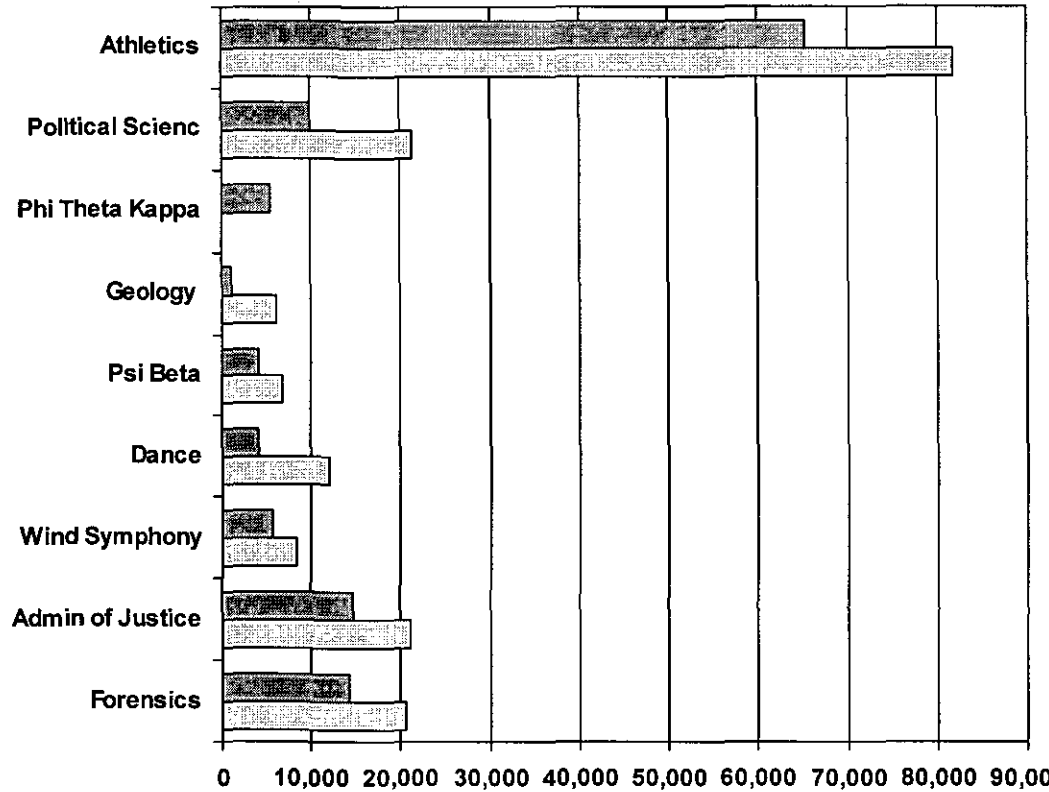
Irvine Valley College  
Associated Students of Irvine Valley College  
2004-2005 Allocations

**CO-CURRICULAR PROGRAMS**

<b><u>ACCOUNT NUMBERS</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ALLOCATIONS</u></b>
96-5270-F-M72-4-070-055-0000	FORENSICS	
96-5270-F-N01-4-079-002-0000	ADMINISTRATION OF JUSTICE	
96-5270-D-N18-4-070-084-0000	WIND SYMPHONY	
96-5270-F-M64-4-077-006-0000	DANCE	
96-5270-F-N04-4-079-053-0000	PSI BETA	
96-5270-F-N03-4-078-029-0000	GEOLOGY	
96-5270-D-M34-4-036-000-0000	PHI THETA KAPPA	
96-5270-F-N02-4-079-002-0000	POLITICAL SCIENCE	
96-5270-E-M42-4-077-006-0000	ATHLETICS	
		<b>TOTAL</b>

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# Co-Curricular Program Allocations 2003/2004 -vs- 2004/2005





Irvine Valley College  
Associated Students of Irvine Valley College  
2004-2005 Allocations

**PROGRAM GRANTS**

<b><u>ACCOUNT NUMBERS</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ALLOCATIONS</u></b>
96-5270-D-N20-4-070-084-0000	COLLEGE CHORUS	
96-4710-D-N12-4-073-000-0000	TRANSFER CENTER	
96-4730-D-M93-4-036-000-0000	JURIED ART EXHIBITION	
96-4720-D-M11-4-036-000-0000	SENIOR DAY	
96-4720-D-M11-4-036-000-0000	HONORS PROGRAM	
96-4710-D-N13-4-020-000-0000	MULTICULTURAL PROGRAM	
96-5811-D-N09-4-035-075-0000	ADAPTIVE P.E.	
96-4710-D-N10-4-035-000-0000	SUPPORTIVE SERVICES	
96-4600-D-N25-4-036-067-0000	CHILD DEVELOPMENT CENTER	
96-5830-D-N24-4-070-084-0000	THEATER DEPARTMENT	
		<b>TOTAL</b>

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

<b>TO:</b>	BOARD OF TRUSTEES	<b>ITEM:</b>	49
<b>FROM:</b>	CHANCELLOR	<b>DATE:</b>	10/26/04
<b>SUBJECT:</b>	PRESIDENTS' / GOVERNANCE GROUPS' REPORTS		
<b>REASON FOR BOARD CONSIDERATION:</b>	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. Student Government Reports
  - Associated Student Government of Saddleback College
  - Associated Students of Irvine Valley College
- c. Academic Senates' Reports
  - Saddleback College Academic Senate
  - Irvine Valley College Academic Senate
- d. Faculty Association Report
- e. California School Employees Association Report
- f. Classified Senates' Reports
  - Saddleback College Classified Senate
  - Irvine Valley College Classified Senate
  - District Classified Senate
- g. Police Officers' Association Report

<b>Item Submitted By:</b>	Dr. Raghu P. Mathur, Chancellor
<b>Item Reviewed By:</b>	
<b>Final Disposition:</b>	<b>Vote :</b>



# MEMORANDUM

OFFICE OF THE PRESIDENT

DATE: 10/7/04

TO: Members of the Board of Trustees  
Dr. Raghu Mathur, Chancellor

FROM: Dr. Richard McCullough, President

SUBJECT: REPORT FOR OCTOBER 25, 2004, BOARD OF TRUSTEES'  
MEETING

## Advanced Technology and Applied Science

### *Automotive Technology and Aviation*

- The first "Job Fair" held was held September 23, 2004 in the Automotive Technology Department by the Tuttle-Click Group. This organization owns more than 5 new car dealerships in California and Arizona. Mr. Lou Cisco the Vice President of operations was present as well as local managers and their Human Resources manager. We had 16 students present that filled out applications to work for one of their 3 local new car dealerships. This was a very well received event by our students. They plan to hire at least 5 students and possibly more. This will be come a semi annual industry event.

### *Cooperative Work Experience*

- A study prepared for the California Community College Chancellor's Advisory Committee on Work-Based Learning and Employment Services has been concluded and the findings of the study have been published. The results indicate significant benefits of work-based learning in California Community Colleges. **Students who participate in work-based learning find jobs faster, and earn more than their classmates during the first years of employment.** Due to the results of this study the Chancellors office is recommending that the California Community Colleges encourage the integration of work-based learning throughout the curriculum. The ATAS division is ahead of the curve on this issue as many of our occupational certificate programs realize the benefits of CWE and have offered Co-operative Work Experience classes as part of these programs.

### *Communication Arts*

- The motion picture titled "Voyeur" has now reached the midpoint of its production. The show is noteworthy in that it represents the **first Saddleback College student film to be shot at the Advanced Technology and Education Park at Tustin.** We hope to learn from this first experience and roll into our second production this fall semester.

### **Student Achievements in television:**

- Television II produced and delivered three episodes of "Fade To Black," a show that showcases student film projects. The episodes aired in September.
- Television II videotaped the guest lecture titled "The Other 9/11" which addressed the genocide in Chile when the dictatorship took control of the country. The tape will be used for educational purposes in the Cross-Cultural classes and is also planned for airing once it completes post-production.
- Former student Sherrie Ransom '03, delivered two episodes of the show she developed last year in Television II, titled "Take Note." It was broadcast on Saddleback College Television in September. Sherrie has now gone on to produce several episodes of "Take Note" for the PBS affiliate in Portland, OR.
- Jon Meyers and Ryan Cheo have received conditional funding to produce a pilot for the show "Critic's Corner" that they developed in the television class here at Saddleback College. Jon is now in the final stages of finishing the post production on his feature film "Confession."
- Student Meri Crouley has secured distribution for her show "Now is the Time" on the Sky Angel network. This is an international broadcasting network and represents quite an achievement for Meri.
- Scott Ferguson Greene directed the Vision Awards show at the Director's Guild of America. 600 industry people were at the event.

### ***Electronic Technology and Computer Maintenance Technology***

- The Computer Maintenance classes continue to be very popular and have solid enrollments midway through the semester. This year we will apply to the College Technology Committee as well as outside computer companies (for donations) to replace the computers in the two labs (about 30 computer total) used for the CMT classes. These computers are used to teach hands-on repair and upgrading of PC's, but are about 5 years old and do not allow students to work on many essential hardware aspects of modern computers.
- We are adding a new course in Computer Maintenance Technology on Computer User Help Desk Support. It will be added to the CMT certificate next year.
- The new A+ Certification prep class, CMT235, is going very well and we expect that many students who complete their certificates this year will also obtain their A+ certifications. This certification is required at most computer companies for entry level employment.

### ***Horticulture***

- The Fall Plant Sale will be held November 18 and 19. Announcements will be forthcoming. We have borrowed the skills of the Graphics Department and the new Graphics Instructor and Chair, Karen Taylor, to develop and print posters for the sale and to produce graphic-enhanced aprons for our plant sale workers. This

will help our visitors identify "people with answers" and make the sale run more smoothly.

### ***Innovation and Technology Center***

- User Services has developed a new Blackboard Faculty Virtual Lounge discussion area to make communication and collaboration efforts easier for faculty (avail at: <http://forums.saddleback.edu>).

### ***Interior Design and Travel and Tourism***

#### Travel and Tourism

- Enrollments in Travel & Tourism Department have continued to increase to support the projection of high future growth potential for the leisure & hospitality industry

### ***KSBR***

- KSBR broadcast live from the "preview" of the new Health Sciences building. News Director Dawn Kamber interviewed a wide range of dignitaries about the Capital Campaign, including Mission Viejo Mayor Gail Reavis, Saddleback College President Richard McCullough, former President Dixie Bullock, OC Board of Supervisors Chairman Tom Wilson, Aliso Viejo Council member/College Foundation President Greg Ficke, and Cox VP/GM and Capital Campaign Committee member Leo Brennan.
- Holly Schwartz's CA128 Radio/TV News class has launched a new season of Saddleback Forum on KSBR. The show, which airs Mondays at 7 p.m. includes a newscast devoted to Saddleback College events, an "in-depth" segment, and a segment on Saddleback College sports. The full show will be rolled out over the first weeks of October.
- KSBR has launched another season of Saddleback College Football broadcasts. CA115 Advanced Radio class students Jacob Navarro and Robert Dubucki, along with Woody Woodson handle the play-by-play and color commentary. The broadcasts are not only heard over the air, but also on the Internet, where parents of a number of out-of-state players have emailed to say they are following the action.

### ***ATAS Division***

- Planning for the new phone and data system installation is proceeding according to schedule.
- Purchasing and installation of the \$1.4 million basic aid update for a third of the College technology needs is proceeding thanks to our Board of Trustees.





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I R V I N E      V A L L E Y      C O L L E G E

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## OFFICE OF THE PRESIDENT

Chancellor Raghu P. Mathur and Members of the Board of Trustees

Glenn R. Roquemore, President 

October 14, 2004

**President's Report for the October 26 Board of Trustees Meeting**

**STUDENTS CONDUCT VIDEO CONFERENCE SERIES WITH CHINA**

As part of a United Nations grant called *The People Speak*, the Speech and Debate team hosted three international video conferences with debate students from Xi'an International Studies University in China, September 15 – October 15. The campus-to-campus conferences were conducted using Internet instant messaging, with software and cameras recently acquired for the hook-up by both schools. The conferences are the brainchild of Forensics Director Gary Rybold who was awarded \$1,500 in grants. *The People Speak* grants are provided to encourage public or electronic discourse on U.S. foreign policy. Due to his long association with college debate teams in China, Gary saw the grants as a chance to apply new technology to the dissemination and exchange of teaching methods, coursework, and principles and styles of argumentation. Moreover, it gives students in both countries an unique opportunity to take part in real-time panel discussions on issues relating to the economy, trade and poverty. Gary is also planning to teach an intercultural course this summer during which IVC students will use live video conferencing exclusively with a Chinese debate team. The IVC team will then meet their peers in China for debates, lectures and tours.

**MARTIN MCGROGAN IS NAMED TOP COACH IN ORANGE EMPIRE**

Irvine Valley College Men's Soccer Team Coach Martin McGrogan was selected as the 2003-04 Community College League of California's Commission on Athletics Men's Co-Coach of the Year in the Orange Empire Conference. He shares the Coach of the Year award with Saddleback College Men's Baseball Team Coach Jack Hodges. Martin led the men's soccer team to its best season in program history by winning the 2003-04 California community college state soccer title, and by being named the best division III community college team in the nation in the National Soccer Coaches Association of America/Adidas poll. This is the second time he has been honored as Coach of the Year: Martin coached the team to a state title in 1993 and was named the Irvine Valley College Men's Soccer Coach of the Year and the California State Soccer Coach of the Year. Martin also coached the Women's Badminton Team to its third consecutive California state title in 2004. He has shown exemplary leadership and dedication to student achievement, and Irvine Valley takes great pride in his accomplishments and those of his student athletes.

### **PHI THETA KAPPA HOSTS SATELLITE SEMINAR**

The Irvine Valley College Alpha Omega Mu Chapter of Phi Theta Kappa is hosting a five-part satellite seminar series, *Popular Culture: Shaping and Reflecting Who We Are*, during fall semester. The *2004 Honors Satellite Seminar Series* is sponsored by the National Collegiate Honors Council and the Phi Theta Kappa Honor Society. The seminars are televised live from 4:30 p.m. to 5:30 p.m. during which students participate in an international broadcast. Distinguished scholars will discuss specific issues and concerns central to the study of popular culture. The one-hour broadcasts are followed with an open-forum discussion facilitated by PTK officers. The seminars are conducted jointly by IVC and the Saddleback College Beta Epsilon Beta Chapter of PTK. Admission is free and the seminars are open to students, faculty, staff and guests. IVC English instructor Kurt Meyer is coordinating the seminars as faculty advisor for PTK. The seminars are:

- Tues., Sept. 28<sup>th</sup>: Dr Robert McElvaine on "(Mis)understanding History: Shaping Modern Myth and Popular Values."
- Tues., Oct. 12<sup>th</sup>: Dr. Tricia Rose on "Creating and Marketing Youth: Youth Music and Culture in 20<sup>th</sup> Century America."
- Tues, Oct. 26<sup>th</sup>: Dr. Susan Bordo on "The Empire of Images: Growing Up Male and Female in a World Dominated by Popular Culture."
- Tues., Nov. 9<sup>th</sup>: Prof. Stephanie Coontz on "Courting Disaster? Changing Values about Love, Sex, and Marriage."
- Tues., Nov. 16<sup>th</sup>: Dr. Richard Lapchick on "Sports in Popular Culture: Are We Winning or Losing?"

### **IVC BREAKS GROUND FOR PERFORMING ARTS CENTER**

Irvine Valley's new Performing Arts Center came one step closer to reality with the turning of shovels by invited guests and dignitaries on September 30. Over 100 guests and well-wishers were on hand to inaugurate the construction of the \$22.6 million project. Representatives from local government and business gathered with college staff, faculty and students to mark the occasion hear remarks by those who were instrumental in the facility's development as well as those who will benefit from it. The ceremony included musical performances by the college's Oriana Choir conducted by Professor Jan Wyma and accompanied on piano by Professor Dean Shepherd; prelude music by students Greg Hershberger on cello and Jennifer Hu on piano; and a piano performance by Professors Daniel Luzko and Janice Park to close the ceremony. Olympic gold medalist and IVC volleyball instructor Misty May graciously participated in the ceremony.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

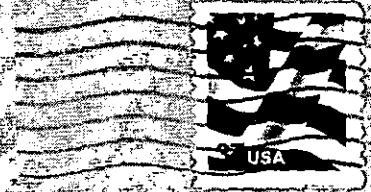
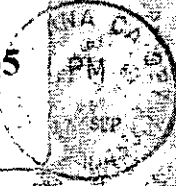
AGENDA ITEM

<b>TO:</b>	BOARD OF TRUSTEES	<b>ITEM:</b>	50
<b>FROM:</b>	CHANCELLOR	<b>DATE:</b>	10/26/04
<b>SUBJECT:</b>	CORRESPONDENCE		
<b>REASON FOR BOARD CONSIDERATION:</b>	INFORMATION		

The following items of correspondence are submitted  
to the Board of Trustees for review.

<b>Item Submitted By:</b>	Dr. Raghu P. Mathur, Chancellor
<b>Item Reviewed By:</b>	
<b>Final Disposition:</b>	<b>Vote :</b>

Diana Chagnon  
28401 Los Alisos Blvd, #4135  
Mission Viejo, CA 92692



Ms. Georgia McCluskey  
Senior Administrative Assistant  
Emeritus Institute  
Irvine Valley College  
5500 Irvine Center Dr.  
Irvine, CA 92618



Dear Georgia,

I just wanted to thank you again for all your assistance with the registrar's office. With every call I was greeted with a pleasantly happy and helpful voice, belonging to someone who loves what they do, and it shows. Your help was truly appreciated! I hope Mr. Anderson realizes what a great asset you are to his office and the college. Thanks,  
Debra Chason

# HEART WALK

Change tomorrow. Today.

American Heart  
Association

Learn and Live

September 24, 2004

Ms. Marilyn Radenovic  
5500 Irvine Center Drive  
Irvine, CA 92618

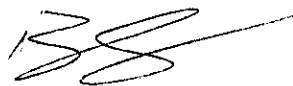
Dear Marilyn:

Thank you for generously volunteering your time and effort at the 24th Annual Orange County Heart Walk held Sunday, September 19<sup>th</sup>, at the Irvine Spectrum Center. Over 200 of you, your family and your friends helped at this great event. The American Heart Association is truly appreciative of your involvement . . . it is because of you that this year's Heart Walk was such a great success!

You'll hear from us again next year, and we ask that you encourage your family and friends to join us. Please consider volunteering throughout the year. Make that important call to the American Heart Association at (949) 856-3555. Your continuing support and participation is one of our most valuable assets.

Thank you again for your dedication to furthering the mission of the American Heart Association. You alone have the power to save lives!

Sincerely,



Brian Stoddart, Senior Director  
of Corporate Events

vk

Western States Affiliate

Orange County Office  
4600 Campus Drive  
Irvine, CA 92612  
(949) 856-3555



HEART WALK

Mr. Dave Anderson, Director  
Emeritus Institute  
Irvine Valley College  
5500 Irvine Center Drive  
Irvine, CA 92618

9/30/04

Dear Dave Anderson:

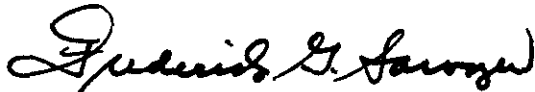
I am currently enrolled in your college course, "Film as Literature" taught by John Dowden on Wednesdays at the Tustin Senior Center.

The course is an educational joy. The movies selected by John Dowden are excellent examples of significant English literature translated into film. Mr. Dowden's encyclopedic knowledge is impressive.

I'm not only learning from the course, but I also enjoy the nostalgia of intelligent stories acted by skilled professionals.

I'm sure that my opinions are echoed by all the other class members. We look forward to continuing the course next semester.

Sincerely,



Frederick G. Sawyer, Ph.D.  
12922 Keith Place  
Tustin, CA 92780  
(714)731-2720