Meeting of the Board of Trustees



January 22, 2018

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

- 1.1 Call to Order
- 1.2 <u>Public Comments</u>

Members of the public may address the Board on items listed to be discussed in **closed session**. If you wish to address the board on a closed session item, please complete a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room. **Speakers are limited to two minutes each.**

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).)
 - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)(2 matters)
 - B. Public Employee Employee Performance Evaluation (Government Code Section 54957(b).)
 - 1. Interim Chancellor Evaluation
 - C. Public Employee Employment
 - 1. Chancellor Recruitment
- 1.4 Conference with Labor Negotiators (GC Section 54957.6)
 - Faculty Association
 Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
 - B. Classified School Employees Association (CSEA) Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources.
- 1.5 Conference with Real Property Negotiators (GC Section 54956.8)
 - A. Agency Designated Negotiator: Thomas M. Fallo
 Exchange of land: Portion of Advanced Technology Education Park (ATEP): County of Orange, 15445 Lansdowne Road, Tustin
- 1.6 Conference with Legal Counsel (Government Code Section 54956.9)
 - A. Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(1) (2 potential cases)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

- 2.1 Actions Taken in Closed Session
- 2.2 **Invocation** Led by Trustee Dave Lang

2.3 **Pledge of Allegiance** Led by Trustee Marcia Milchiker

2.4 **Public Comments**

Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. If you wish to address the board, please complete a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room. **Speakers are limited to up to two minutes each.**

3.0 <u>REPORTS</u>

- 3.1 Oral Reports: **Speakers are limited to up to two minutes each**.
 - A. Board Reports
 - B. Chancellor's Report
 - C. College Presidents' Reports (Written Reports included in Section 8.0)
 - D. Associated Student Government Reports
 - E. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

4.1 None

5.0 CONSENT CALENDAR ITEMS

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

5.1 SOCCCD: Board of Trustees Meeting Minutes

Approve minutes of Regular Meeting held on December 11, 2017.

5.2 Saddleback College: New and Revised Curriculum for the 2018-19 Academic Years

Approve the proposed curriculum changes for the 2018-19 academic years at Saddleback College.

5.3 Saddleback College: Additional Spring 2018 Community Education Programs

Approve the Community Education courses, presenters, and compensation.

5.4 Irvine Valley College: Curriculum Revisions for the 2018-2019 Academic Year

Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2018-2019 academic year, pursuant to Title 5, Section 53200 et seq.

5.5 SOCCCD: Student Out-of-State Travel.

Approve the colleges' student out of state travel for the participants, dates, locations, courses and costs as listed.

5.6 Saddleback College and Irvine Valley College: Speakers

Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.

5.7 SOCCCD: Bid No. 340, Physics Equipment for Irvine Valley College, Pasco Scientific.

Award Bid No. 340, Physics Equipment at Irvine Valley College for FY 2017-2018 to Pasco Scientific, for a total amount of \$113,577.90.

5.8 SOCCCD: Agreement for Software Development and Project Management Services, Neudesic. LLC. Approve the work order with Neudesic, LLC for an amount not to exceed \$120,000 for the term of January 23, 2018 through August 31, 2018.

5.9 **SOCCCD: Transfer of Budget Appropriations.** Ratify the Transfer of Budget Appropriations as listed.

- 5.10 SOCCCD: Budget Amendment: Adopt Resolution No. 18-01 to Amend FY 2017-2018 Adopted Budget. Adopt Resolution No. 18-01 to amend the FY 2017-2018 Adopted Budget as listed.
- 5.11 SOCCCD: December 2017 and January 2018 Change Orders/ Amendments.

Ratify the change orders and amendments as listed.

- 5.12 **SOCCCD: Purchase Orders and Checks.** Ratify the purchase orders and checks as listed.
- 5.13 **SOCCCD: December 2017 Contracts.** Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 SOCCCD: CCCT Board of Directors Nominations

Approve possible nomination(s) for transmittal to the CCCT office.

6.2 SOCCCD: Academic Year 2018-2019 Non-Resident Tuition Fees.

Adopt a 2018-2019 academic year non-resident tuition fee of \$258 per semester unit based on the "Statewide Average" option. It is further recommended to decrease the capital outlay fee authorized by ECS 76141 to \$30 per semester unit rate to remain competitive with neighboring districts, and maintain the current \$54 per semester application fee as authorized by ECS 76142.

6.3 SOCCCD: Advanced Technology and Education Park (ATEP) IVC First Building and ATEP Utilities and Infrastructure Phase I Projects, Construction Management Services Agreement, Amendment No. 1, Balfour Beatty Construction.

Approve Amendment No. 1 with Balfour Beatty Construction for the ATEP IVC First Building and ATEP Utilities and Infrastructure Phase I projects, to extend construction management services with a new completion date of March 31, 2018, in the amount of \$159,354 for a revised contract total of \$1,310,664.

- 6.4 SOCCCD: Saddleback College TV Station Installation Project, Award of Bid No. 2068, Patriot Contracting and Engineering, Inc. Award Bid No. 2068, Saddleback College TV Station Installation project and approve the agreement with Patriot Contracting and Engineering, Inc., in the amount of \$2,193,000.
- 6.5 **SOCCCD: Saddleback College Marquees and Landscape Project, Award of Bid No. 2069, Patriot Contracting and Engineering, Inc.** Award Bid No. 2069, Saddleback College Marquees and Landscape project and approve the agreement with Patriot Contracting and Engineering, Inc., in the amount of \$1,939,000.
- 6.6 SOCCCD: Saddleback College Public Relations/ Advertising Consulting Services for Orange County Strong Workforce Program, Interact Communications, Inc. Approve the Interact Communications, Inc. agreement for the Saddleback College Public Relations/ Advertising Consulting Services for Orange County Strong Workforce Program, in the amount of \$1,164,500.
- 6.7 SOCCCD: Board Policy Revision: BP-3009 Internal Audit, BP-5520 Shower Facilities for Homeless Students. For discussion and approval.
- 6.8 SOCCCD: Saddleback College, Cafeteria and Catering Services Agreement, S&B Foods

Approve the revised agreement with S&B Foods for Cafeteria and Catering

Services at the Saddleback College for an agreement running from January 23, 2018 to June 30, 2018 with three one year options to renew.

6.9 SOCCCD: Adopt Resolution No. 18-02 and Enter into Agreements for Technology and Related Services with Synergy Software Solutions, Inc. and Nimble Consulting.

Adopt Resolution No. 18-02 and enter into agreements for technology and related services with Synergy Software Solutions, Inc. for a contract value of \$134,744 and Nimble Consulting for a contract value of \$190,208 for the term January 23, 2018 to August 31, 2018.

6.10 SOCCCD: Academic Employee and Classified Administrator Personnel Actions – Regular Items

Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Authorization to Establish a New, Academic Administrator Position, Workload Banking, Resignation/Retirement/Conclusion of Employment, Reorganization.

6.11 SOCCCD: Classified Personnel Actions – Regular Items

Ratify New Personnel Appointments, Authorization to Eliminate Classified Position and/or Position Numbers, Authorization to Establish and Announce a Classified Position, Reorganization, Permanent Change in Hours Per Week, Change of Status, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.

- 6.12 **SOCCCD: 2018-2019 Bonded Sabbatical Recommendations** Approve faculty sabbatical leaves for the 2018-2019 academic year as recommended by the SOCCCD district-wide Sabbatical Committee.
- 6.13 SOCCCD: Employment Agreement Vice Chancellor of Business Services

Ratify the appointment of Ann-Marie Gable to the position of Vice Chancellor of Business Services for SOCCCD.

7.0 <u>REPORTS</u>

7.1 SOCCCD: Staff Response to Public Comments from Previous Board Meeting None

7.2 **Saddleback College and Irvine Valley College** A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.

- 7.3 **SOCCCD: Facilities Plan Status Report.** Status of current construction projects.
- 7.4 SOCCCD: Monthly Financial Status Report.

The reports display the adopted budget, revised budget and transactions through December 31, 2017.

- 7.5 **SOCCCD: Quarterly Financial Status Report.** Report for period ending December 31, 2017.
- 7.6 **Retiree (OPEB) Trust Fund.** Report for period ending November 30, 2017.
- 7.7 Basic Aid Report.

Report for period ending December 31, 2017.

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

Reports by the following individuals and groups may be written and submitted through the docket process prior to distribution of the Board agenda packet. **Speakers are limited to <u>two</u> minutes each.**

- A. Saddleback College Academic Senate
- B. Faculty Association
- C. Irvine Valley College Academic Senate
- D. Vice Chancellor, Technology and Learning Services
- E. Vice Chancellor, Human Resources
- F. Vice Chancellor, Business Services
- G. Irvine Valley College Classified Senate
- H. California School Employees Association
- I. Saddleback College Classified Senate
- J. Police Officers Association

9.0 ADDITIONAL ITEMS

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

TO: Board of Trustees

FROM: Thomas M. Fallo, Interim Chancellor

RE: SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

December 11, 2017 Regular Meeting of the Board of Trustees (Exhibit A)

are submitted to the Board for review and approval.

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

MINUTES OF THE BOARD OF TRUSTEES' MEETING December 11, 2017

PRESENT

Members of the Board of Trustees:

Timothy Jemal, President Marcia Milchiker, Vice President T.J. Prendergast, III, Clerk Barbara J. Jay, Member David B. Lang, Member Terri Whitt, Member James R. Wright, Member Jordan J. Larson, Student Member

Administrative Officers:

Thomas M. Fallo, Acting Chancellor Robert Bramucci, Vice Chancellor, Technology and Learning Services Jim Buysee, Acting Vice Chancellor, Business Services Cindy Vyskocil, Vice Chancellor, Human Resources Gregory Anderson, President Saddleback College Glenn Roquemore, President Irvine Valley College

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

- 1.1 Call to Order
- 1.2 Public Comments

Members of the public may address the Board on items listed to be discussed in closed session. If you wish to address the board on a closed session item, please complete a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room. Speakers are limited to two minutes each.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

1.3 <u>Public Employee Employment, Evaluation of Performance, Discipline,</u> <u>Dismissal, Release (Government Code Section 54957(b).) (10 matters)</u>

- A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b) (5 matters)
- B. Public Employee Employment and Performance Evaluation (Government Code Section 54957(b)) (5 matters)
 - 1. Acting Chancellor Evaluation
 - 2. Chancellor Recruitment
 - 3. Laboratory Technician (SC)
 - 4. Alternate Media Specialist (SC)
 - 5. Sr. Administrative Assistant (SC)

1.4 <u>Conference with Labor Negotiators (Government Code Section 54957.6)</u>

- A. Faculty Association
 Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of
 Human Resources
 - B. Classified School Employees Association (CSEA)
 Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
 - C. Police Officers Association (POA) Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources

1.5 <u>Conference with real Property Negotiators (Government Code Section</u> 54956.8)

A. Agency Designated Negotiator: Tom Fallo Professional Services Agreement with FTI Consulting, Inc.

1.6 <u>Conference with Legal Counsel (Government Code Section 54956.9)</u>

A. Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(1) (2 potential cases)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 7 to 0 vote, the board has approved a separation agreement for an academic administrator at Irvine Valley College. The agreement was approved by a unanimous vote.

On a 7 to 0 vote, the board approved a separation agreement for a classified manager at the Advanced Technology and Education Park. The agreement was approved by a unanimous vote.

On a 7 to 0 vote, the board voted to approve a continuation of a general leave of 2.33 hours per week to a classified employee at Saddleback College to teach a 3 unit course during the Spring 2018 semester.

On a 7 to 0 vote, the board voted to approve a general leave of 2.5 hours per week to a classified employee at Saddleback College to teach a one unit course during the Spring 2018 semester.

On a 7 to 0 vote, the board voted to approve a reduction in hours from 40 to 30 hours per week for a classified employee at Saddleback College.

- 2.2 Invocation Led by Trustee Tim Jemal
- 2.3 <u>Pledge of Allegiance</u> Led by Trustee David Lang
- 2.4 Annual Organizational Meeting and Facilities Corporation Meeting

A. Election of Officers

On a motion made by Trustee Milchiker and seconded by Trustee Lang, Trustee Jemal was re-elected Board President. The motion passed on a 6-0 vote with Trustee Jemal abstaining.

On a motion made by Trustee Prendergast and seconded by Trustee Whitt, Trustee Milchiker was elected Vice President of the Board of Trustees. The motion passed on a 6-0 vote with Trustee Milchiker abstaining.

On a motion made by Trustee Whitt and seconded by Trustee Milchiker, Trustee Prendergast was elected Clerk of the Board of Trustees. The motion passed on a 6-0 vote with Trustee Prendergast abstaining.

B. Appointment of Secretary and Assistant Secretary

On a motion made by Trustee Jemal and seconded by Trustee Whitt, Acting Chancellor Thomas Fallo was appointed Secretary and Acting Vice Chancellor Buysse was appointed Assistant Secretary. The motion passed on a 7-0 vote.

C. Appointment of Trustee Representatives

Representative to the Nominating Committee to the Committee on School District Organization:

On a motion made by Trustee Prendergast and seconded by Trustee Lang, Trustee Wright was appointed representative to the Nominating Committee to the Committee on School District Organization and Trustee Prendergast was appointed alternate representative. The motion passed on a 5-0 vote with Trustees Wright and Prendergast abstaining.

District's Political Action Representative to Orange County School Boards Association:

On a motion made by Trustee Lang and seconded by Trustee Jay, Trustee Whitt was appointed representative to the Orange County School Boards Association. The motion passed on a 5-0 vote with Trustees Whitt and Prendergast abstaining.

Representative to the Orange County Legislative Task Force:

On a motion made by Trustee Prendergast and seconded by Trustee Lang, Trustee Milchiker was appointed representative to the Orange County Legislative Task Force and Trustee Lang was appointed alternate representative. The motion passed on a 6-0 vote with Trustee Lang abstaining.

Representatives to the SOCCCD Audit Committee to serve on the Pre-Audit and Exit Meetings

On a motion made by Trustee Milchiker and seconded by Trustee Jay, Trustee Lang was appointed chair to the SOCCCD Audit Committee, Trustee Wright was appointed as representative #1 and Trustee Prendergast was appointed as representative #2. The motion passed on a 4-0 vote with Trustees Lang, Wright and Prendergast abstaining.

Representatives to Saddleback College and Irvine Valley College Foundation

On a motion made by Trustee Milchiker and seconded by Trustee Prendergast, Trustee Whitt was appointed as the representative to the Saddleback College Foundation and Trustee Jay was appointed as the representative to the Irvine Valley College Foundation. The motion passed on a 6-0 vote with Trustee Whitt abstaining.

D. Establishment of Regular Meeting Dates

On a motion made by Trustee Jay and seconded by Trustee Wright, the regular board meeting dates were approved on a 7 - 0 vote.

E. Establishment of Agenda Planning Calendar

On a motion made by Trustee Lang and seconded by Trustee Milchiker, the agenda planning calendar was approved on a 7 - 0 vote.

F. Approval of Agenda Format

On a motion made by Trustee Lang and seconded by Trustee Wright, the agenda format was approved on a 7 - 0 vote.

G. Special Meeting of the Board of Directors, Facilities Corporation

On a motion made by Trustee Lang and seconded by Trustee Whitt, the same persons holding membership on the SOCCCD Board of Trustees were elected as directors of the Facilities Corporation 2011 of the South Orange County Community College District to a term of office extending until the next annual organizational meeting. This item was approved on a 7-0 vote.

Trustee Jemal was appointed President, Trustee Milchiker was appointed Vice President, Trustee Prendergast was appointed Secretary, and Acting Vice Chancellor Buysee was appointed Chief Financial Officer to a term of office extending until the date of the next annual organizational meeting.

Acting Chancellor Thomas Fallo, was appointed to the office of Assistant Secretary and the Acting Vice Chancellor of Business Services, Jim Buysee, was appointed to the office of Assistant Treasurer.

Item 2.4 Exhibits A-G

2.5 Public Comments

Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. If you wish to address the board, please complete a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room. Speakers are limited to up to two minutes each.

3.0 <u>REPORTS</u>

- 3.1 Oral Reports: Speakers are limited to up to two minutes each.
 - A. Board Reports
 - B. Chancellor's Report

Written Report

<u>C.</u> <u>College Presidents' Reports</u>

Irvine Valley College

Saddleback College

D. Associated Student Government Reports

Irvine Valley College

E. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

4.1 None

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

Trustee Whitt requested to remove items 5.4, 5.5, 5.10, Trustee Jay requested to remove item 5.6 and 5.13, Trustee Lang requested to remove item 5.9 and 5.14.

On a motion made by Trustee Lang and seconded by Trustee Wright, the balance of the consent calendar was approved on a 7 - 0 vote.

5.1 SOCCCD: Board of Trustees Meeting Minutes Approve minutes of Regular Meeting held on November 13, 2017.

Item 5.1 Exhibit A

5.2 Irvine Valley College: Curriculum Revisions for the 2018-2019 Academic Year Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2017-2018 academic year, pursuant to Title 5, Section 53200 et seq.

Item 5.2 Exhibit A

> 5.3 SOCCCD: Irvine Valley College Performing Arts Center Waterproofing Project, Notice of Completion, Painting & Décor, Inc. Authorize filing the Notice of Completion for the Irvine Valley College Performing Arts Center (PAC) Waterproofing project to Painting & Decor, Inc. for a final contract amount of \$344,990.



5.4 Saddleback College and Irvine Valley College: Guided Pathways Self-Assessment Approve the Saddleback College and Irvine Valley College Guided Pathways Self-Assessment for the colleges to be eligible to receive award funding.

Item 5.4 Exhibits A-B

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

5.5 Saddleback College and Irvine Valley College: Revised 2018-2019 Instructional Material/Laboratory Fees Approve revised instructional material and laboratory fees for 2018-2019.

Item 5.5 Exhibits A-B

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

5.6 Saddleback College and Irvine Valley College: Speakers Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.

Item 5.6 Exhibit A

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

5.7 Saddleback College: New and Revised Curriculum for the 2018-2019 Academic Years Approve the proposed curriculum changes for the 2018-2019 academic years at Saddleback College.

<u>Item 5.7</u> Exhibit A

> 5.8 SOCCCD: Student Out of State Travel Approve the colleges' student out of state travel for the participants, dates, locations, courses and costs as listed.

Item 5.8 Exhibit A

> 5.9 SOCCCD: Advanced Technology and Education Park (ATEP) IVC First Building Project, Award of Bid No. 23, Electrical Equipment, TEquipment.NET

Award Bid No. 23, Electrical Equipment at Advanced Technology and Education Park IVC First Building Project to TEquipment.NET for a total amount of \$116,129.30.

<u>Item 5.9</u> Exhibit A

On a motion made by Trustee Jay and seconded by Trustee Whitt, this item was approved on a 7 - 0 vote.

5.10 SOCCCD: Award of Foundation for California Community Colleges Administrative Services Agreement, Scientific Equipment, CB-220-17 Fisher Scientific Approve contracting with Fisher Scientific pursuant to the Foundation for California Community Colleges Administrative Services Agreement No. CB-220-17, contingent upon verifications of the availability of funds for each purchase. Annual expenditures under this agreement will not exceed \$80,000 from January 1, 2018 to December 31, 2018.

<u>Item 5.10</u>

On a motion made by Trustee Wright and seconded by Trustee Jay, this item was approved on a 7 - 0 vote.

5.11 SOCCCD: Trustees' Requests for Attending Conferences Approve trustees' requests for attending conference(s).

Item 5.11 Exhibits A-B

> 5.12 SOCCCD: Transfer of Budget Appropriations Ratify the transfer of budget appropriations as listed.

Item 5.12 Exhibit A

> 5.13 SOCCCD: Budget Amendment: Adopt Resolution No. 17-36 to Amend FY 2017-2018 Adopted Budget. Adopt Resolution No. 17-36 to amend the FY 2017-2018 Adopted Budget as listed.

Item 5.13 Exhibit A

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

5.14 <u>SOCCCD: November 2017 Change Orders/Amendments</u> <u>Ratify the change orders and amendments as listed.</u>

Item 5.14 Exhibits A-F On a motion made by Trustee Jay and seconded by Trustee Wright, this item was approved on a 7 - 0 vote.

5.15 SOCCCD: Purchase Orders and Checks Ratify the purchase orders and checks as listed.

Item 5.15 Exhibits A-C

5.16 SOCCCD: November 2017 Contracts Ratify contracts as listed.

Item 5.16 Exhibits A-B

6.0 **GENERAL ACTION ITEMS**

6.1 SOCCCD: Acceptance of the District, Retiree OPEB Trust, Saddleback College Foundation, Irvine Valley College Foundation, ATEP Foundation, and SOCCCD Foundation Annual Audit Reports: FY 2016-2017 Accept the District, the Retiree OPEB Trust, the Saddleback Foundation, the Irvine Valley College Foundation, the ATEP Foundation, and the SOCCCD Foundation FY 2016-2017 audit reports as presented.

Item 6.1 Exhibits A-F

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

6.2 SOCCCD: Saddleback College Stadium and Site Improvement Project, Change Order No. 1, PCL Construction Services, Inc. Approve Board Change Order No. 1 for the Saddleback College Stadium and Site Improvement project and authorize staff to execute the corresponding change order with PCL Construction Services, Inc., resulting in an increase of \$1,900,190 for a revised contract amount of \$50,900,090.

Item 6.2 Exhibit A

On a motion made by Trustee Wright and seconded by Trustee Milchiker, this item was approved on a 7 - 0 vote.

6.3 SOCCCD: Advanced Technology and Education Park (ATEP) IVC First Building Project, Change Order No. 4, McCarthy Building Companies, Inc. Approve Board Change Order No. 4 and authorize staff to execute the corresponding change order with McCarthy Building Companies, Inc. for

the ATEP IVC First Building project, resulting in an increase of \$357,842, for a revised contract total of \$17,911,187.

Item 6.3 Exhibit A

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

6.4 SOCCCD: Update of Authorized Signature List of Board of Trustees' Designees to Approve Documents and Contracts Approve authorizing individuals occupying the positions listed to be approved as presented.

Item 6.4 Exhibits A-B

On a motion made by Trustee Milchiker and seconded by Trustee Wright, this item was approved on a 7 - 0 vote.

6.5 SOCCCD: Board Policy Revision: BP-5520 Shower Facilities for Homeless Students, BP-3009 Internal Audit For review and study pending approval from chancellor and BPARC which meets on December 1, 2017, one day following chancellor's council.

Item 6.5 Exhibits A-B

An amendment was made to the BP 3009. The word "unlimited" was removed from the second paragraph.

On a motion made by Trustee Milchiker and seconded by Trustee Prendergast, this item was approved as amended on a 7 - 0 vote.

6.6 SOCCCD: Allocation for Conversion to Canvas Learning Management System, Faculty Conversion to Canvas One-Time Stipends Approve the allocation of \$3,679,421 for the Canvas LMS conversion faculty stipend costs.

Item 6.6 Exhibit A

On a motion made by Trustee Prendergast and seconded by Trustee Milchiker, this item was approved on a 5-1 vote with Trustee Lang casting a negative vote, Trustee Jay abstaining and a student advisory no vote.

Extend Meeting time to 9:30

At 8:52 p.m. a motion was made by Trustee Milchiker and seconded by Trustee Whitt to extend the meeting to 9:30 p.m. The motion was approved on a 7 - 0 vote.

6.7 SOCCCD: Budget Transfer of \$3,679,421 from the Reserve for Contingencies for Canvas Stipends, Adopt Resolution No. 17-37 Adopt resolution to transfer \$3,679,421 from the Reserve for Contingencies.

Item 6.7 Exhibit A

On a motion made by Trustee Prendergast and seconded by Trustee Milchiker, this item was approved on a 5-1 vote with Trustee Lang casting a negative vote, Trustee Jay abstaining and a student advisory no vote.

6.8 SOCCCD: Academic Employee and Classified Administrator Personnel Actions - Regular Items Ratify New Personnel Appointments, Additional Compensation: General Funds, Additional Compensation: Categorical/Non-General Fund, Change of Status, Administrator Contract Extensions, Authorization to Establish a New, Classified Administrative Position, Approval of Contract of Employment for Acting Executive Director of the Saddleback College Foundation, Reorganization, Resignation/Retirement/Conclusion of Employment.

Item 6.8 Exhibit A

Per Brown Act requirements, Vice Chancellor Vyskocil gave an oral summary related to the terms of contracts for educational administrators.

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

6.9 SOCCCD: Classified Personnel Actions - Regular Items Ratify New Personnel Appointments, Authorization to Eliminate Classified Position and/or Position Numbers, Authorization to Establish and Announce a Classified Position, Reorganization, Change of Funding Source for a Classified Position, Change of Status, Classified Bilingual Stipend, Additional Compensation, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.

<u>Item 6.9</u> Exhibit A

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

6.10 SOCCCD: Employment Agreement - Dr. Thomas M. Fallo, Acting/Interim Chancellor Ratify the appointment of Dr. Thomas M. Fallo to the position of Acting/Interim Chancellor.

Item 6.10 Exhibit A

On a motion made by Trustee Whitt and seconded by Trustee Milchiker, this item was approved on a 7 - 0 vote.

7.0 <u>REPORTS</u>

| <u>7.1</u> | SOCCCD: List of Board Requested Reports Status of board requested reports from the South Orange County Community College District Board of Trustees. |
|---|---|
| <u>Item 7.1</u> Exhibit A | Community College District Board of Trustees. |
| <u>7.2</u> Item 7.2 | SOCCCD: Staff Response to Public Comments from Previous Board Meeting None |
| <u>7.3</u> <u>Item 7.3</u> <u>Exhibit A</u> | Saddleback College and Irvine Valley College: Speakers A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College. |
| <u>7.4</u> <u>Item 7.4</u> <u>Exhibit A</u> | SOCCCD: Facilities Plan Status Report Status of current construction projects. |
| <u>7.5</u> Item 7.5 Exhibit A | SOCCCD: Monthly Financial Status Report The reports display the adopted budget, revised budget and transactions through November 31, 2017. |
| <u>7.6</u> Item 7.6 Exhibit A | SOCCCD: Retiree (OPEB) Trust Fund Report for period ending October 31, 2017. |

8.0 <u>REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS</u> <u>Reports by the following individuals and groups may be written and</u> <u>submitted through the docket process prior to distribution of the Board</u> <u>agenda packet. Speakers are limited to two minutes each.</u>

- A. Saddleback College Academic Senate
- B. Faculty Association
- C. Irvine Valley College Academic Senate
- D. Vice Chancellor, Technology and Learning Services
- E. Vice Chancellor, Human Resources
- F. Vice Chancellor, Business Services
- G. Irvine Valley College Classified Senate

Written Report

- H. California School Employees Association
- I. Saddleback College Classified Senate
- J. Police Officers Association

9.0 ADDITIONAL ITEMS

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

The meeting was adjourned at 9:20 p.m.

Thomas M. Fallo Secretary, Board of Trustees

- **TO:** Board of Trustees
- **FROM:** Thomas M. Fallo, Interim Chancellor
- RE: Saddleback College: New and Revised Curriculum for the 2018-19 Academic Year
- **ACTION:** Approval

BACKGROUND

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

<u>STATUS</u>

Saddleback College proposes additions and revisions to the curriculum of the College for the 2018-19 academic year. Exhibit A includes new, revised, and deleted courses for academic year 2018-19. Exhibit B includes a revised program for academic year 2018-19. The new and revised curriculum is recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of Saddleback College pursuant to Title 5, Section 53200 et seq.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the proposed curriculum changes for the 2018-19 academic year at Saddleback College as listed in Exhibits A and B.

| Division | Course Id | Catalog Id | Course Title | Action Taken |
|----------|-----------|------------|-----------------------|---|
| | | | | assign=assignments |
| | | | | cat desc= catalog description |
| | | | | c/l w/+ cross-listed with (and list the other crs id) |
| | | | | coreq=corequisite |
| | | | | crs id=course prefix and/or number |
| | | | | dc=delete course |
| | | | | dv=delete version of course |
| | | | | gr opt=grading option |
| | | | | hrs=hours |
| | | | | lim=limitation |
| | | | | Irng obj=learning objectives |
| | | | | moe=methods of eval |
| | | | | nc=new course |
| | | | | nv=new version of existing course |
| | | | | oe/oe=open entry/open exit |
| | | | | prereq=prerequisite |
| | | | | pcs = program course status |
| | | | | reactv=course reactivation |
| | | | | rec prep=recommended prep |
| | | | | rpt=repeatability |
| | | | | SAM code=occupational code (A=apprenticeship, |
| | | | | B=advanced occupational, C=clearly occupational, |
| | | | | D=possibly occupational, E=non-occupational) |
| | | | | sch desc=schedule description |
| | | | | SLOs=student learning outcomes |
| | | | | sr=scheduled review is for courses that are scheduled for review and there are no revisions |
| | | | | ti=title |
| | | | | TOP code=numerical classification code used to assign |
| | | | | programs and courses to disciplines |
| | | | | tps=topics |
| | | | | txt=text-required for all courses numbered 1-299 |
| | | | | un=units |
| | | | | val=validation |
| ATAS | CWE 180 | 992603.00 | CO-OP-ED FOOD/NUTR | SLOs, moe, retaining rpt 1 time |
| ATAS | FASH 210 | 429859.00 | CONSTRUCTION STUDIO | dc |
| | | | | cat desc, sch desc, tps, Irng obj, pcs fr not - |
| ATAS | FASH 250 | 992374.00 | FASHION TREND FORCAST | program applicable to program applicable |
| | 17311230 | 552574.00 | | hrs fr 2 hrs lec/3 hrs lab/0 hr lrng cntr to |
| | | | | 2.5 hrs lec/1.5 hrs lab/0 hr irng cntr , SLOs, |
| ATAS | HORT 138 | 992679.00 | SUSTAINABLE LANDSCAPE | assign |
| | 1011130 | 552075.00 | | |
| | | | | hrs fr 1 hr lec/3 hrs lab/0 hr Irng cntr to <u>1.5</u> |
| ATAS | HORT 145A | 992789.00 | DESIGN WITH NATIVES | hrs lec/1.5 hrs lab/0 hr lrng cntr, txt |

| | | | | ti fr INTRODUCTION TO TRAVEL & |
|------|-----------------|-----------|-----------------------|--|
| | | | | TOURISM to INTRODUCTION TO THE |
| | | | | EXCITING WORLD OF TRAVEL & TOURISM, |
| ATAS | TOUR 250 | 842010.00 | INTRO TO TRAVEL/TOUR | cat desc, sch desc, tps, Irng obj, moe, assign |
| | | | | nc, 0 units/3 hrs lec/2 hrs lab/0 hr lrng cntr, |
| BS | CIS 601 | 692170.00 | DATABASE SQL | repeatable 3 times |
| | | | | nc, 0 units/3 hrs lec/2 hrs lab/0 hr lrng cntr, |
| BS | CIS 602 | 692171.00 | CREATING WEB PAGES | repeatable 3 times |
| | | | | nc, 0 units/3 hrs lec/2 hrs lab/0 hr lrng cntr, |
| BS | CIS 603 | 692172.00 | INTRO WEB PROGRAMMING | repeatable 3 times |
| | | | | crs id fr ARTH 103 to ARTH 30, UC |
| | | | | transferable course code fr No to Yes , cat |
| FAMT | ARTH 103 | 992663.00 | HISTORY OF MODERN ART | desc, sch desc, SLOs, assign, txt |
| | | | | crs id fr ARTH 104 to ARTH 32 , UC |
| | | | | transferable course code fr No to Yes , cat |
| FAMT | ARTH 104 | 992721.00 | CONTEMPORARY ARTH | desc, sch desc, SLOs, assign, txt |
| FAMT | MUS 253 | 992528.00 | ADV. PIANO HAYDN | dc |
| FAMT | MUS 255 | 992525.00 | PIANO COMPOSERS TODAY | dc |
| FAMT | MUS 257 | 992526.00 | PIANO CLASSICS | dc |
| - | | | | crs id fr PHOT 201 to <u>PHOT 101</u> , CSU |
| | | | | transferable course code fr N/A to |
| | | | | Transferable as an elective-does not fit GE |
| FAMT | PHOT 201 | 433383.00 | INTRO TO DIGITAL PHOT | pattern , cat desc, sch desc, txt |
| FAMT | TA 11 | 818020.00 | STAGE MOVEMENT | cat desc, sch desc, tps, SLOs, txt |
| | | | | cat desc, sch desc, gr opt fr Letter Grade or |
| | | | | Pass/No Pass to Letter Grade Only, assign, |
| FAMT | TA 35 | 806170.10 | VOICE AND DICTION | txt |
| FAMT | TA 136 | 405091.00 | ADV. VOICE & DICTION | cat desc, sch desc, Irng obj, txt |
| | | | | un fr 3.0 to <u>2.0</u> , hrs fr 3 hrs lec/0 hr lab/ 0 |
| | | | | hr Irng ctr to 2 hrs lec/0 hr lab/0 hr Irng ctr, |
| | | | | crs id fr HIT 200 to <u>HIT 100</u> , rec prep fr |
| | | | | None to CIM 10 or CIM 1, ENG 1A or ENG |
| | | | | <u>1AH</u> , cat desc, sch desc, tps, SLOs, assign, |
| HSHS | HIT 200 | 992459.00 | HEALTH INFO SCIENCE | txt, val |
| | | | | crs id fr HIT 202 to <u>HIT 122</u> , prereq fr None |
| | | | | to <u>HIT 109, HIT 110, HIT 115</u> , rec prep fr |
| | | | | None to CIM 10 or CIM 1, cat desc, sch |
| HSHS | HIT 202 | 650739.00 | REIMB METHOD | desc, Irng obj, SLOs, assign, txt, val |
| | | | | crs id fr HIT 203 to <u>HIT 101</u> , rec prep fr |
| | | | | None to <u>CIM 10 or CIM 1,</u> cat desc, sch |
| | | | | desc, tps, Irng obj, SLOs, moe, assign, txt, |
| HSHS | HIT 203 | 650738.00 | ALT H/C DELIV SYS | val |
| | | | | crs id fr HIT 204 to <u>HIT 116</u> , rec prep fr |
| | | | | None to CIM 10 or CIM 1, cat desc, sch |
| HSHS | HIT 204 | 992444.00 | PERF IN HLTHCRE | desc, Irng obj, SLOs, moe, assign, txt, val |

| | | | | crs id fr HIT 207 to <u>HIT 111</u> , prereq fr None |
|-------|----------|-----------|----------------------|--|
| | | | | to <u>HIT 100</u> , rec prep fr CIM 112 and HIT 200 |
| | | | | to CIM 10 or CIM 1, cat desc, sch desc, Irng |
| HSHS | HIT 207 | 992458.00 | | obj, SLOs, moe, assign, txt, val |
| попо | HII 207 | 992458.00 | HLTHCRE INFO TECH | |
| | | | | crs id fr HIT 209 to <u>HIT 119</u> , rec prep fr CIM |
| | | | | 112 to CIM 10 or CIM 1 and ENG 1A or |
| | | | | ENG 1AH , cat desc, sch desc, tps, Irng obj, |
| HSHS | HIT 209 | 992456.00 | MGMT H/C RESOURCES | SLOs, assign, txt, val |
| | | | | crs id fr HIT 212 to HIT 112, rec prep fr |
| | | | | MATH 253 to CIM 10 or CIM 1 and MATH |
| | | | | <u>253</u> , cat desc, sch desc, tps, Irng obj, SLOs, |
| HSHS | HIT 212 | 650737.00 | REPORT H/C DATA | moe, assign, txt, val |
| | | | | crs id fr HIT 215 to <u>HIT 115</u> , prereq fr HSC |
| | | | | 277 to <u>HSC 107 or BIO 113</u> , rec prep fr |
| | | | | None to CIM 10 or CIM 1, & HSC 108, cat |
| | | | | desc, sch desc, tps, Irng obj, SLOs, assign, |
| HSHS | HIT 215 | 650740.00 | CPT AMBUL CARE CODNG | txt, val |
| | | | | crs id fr HIT 220 to <u>HIT 110</u> , prereq fr HSC- |
| | | | | 277 to <u>HSC 107 or BIO 113</u> , rec prep fr |
| | | | | None to CIM 10 or CIM 1, & HSC 108, cat |
| | | | | desc, sch desc, tps, SLOs, moe, assign, txt, |
| HSHS | HIT 220 | 650736.00 | ICD PROCEDURE CODING | val |
| | | | | crs id fr HIT 221 to HIT 109, prereq fr HSC |
| | | | | 277 to <u>HSC 107 or BIO 113</u> , rec prep fr |
| | | | | None to <u>HSC 108, CIM 10 or CIM 1</u> , cat |
| | | | | desc, sch desc, tps, Irng obj, SLOs, moe, |
| HSHS | HIT 221 | 992446.00 | ICD DIAGN CODING | assign, txt, val |
| | | | | crs id fr HSC 201 to HSC 104, cat desc, sch |
| HSHS | HSC 201 | 530030.00 | MEDICAL TERMINOLOGY | desc, tps, SLOs, moe, assign, txt |
| HSHS | HSC 217 | 386300.00 | CARDIAC DYSRHYTHMIAS | sch desc, Irng obj, SLOs, assign, txt |
| | | | | crs id fr HSC 233 to HSC 106, cat desc, sch |
| HSHS | HSC 233 | 992441.00 | LGL/ETHICAL ASPECTS | desc, SLOs, assign, txt |
| | | | | crs id fr HSC 277 to HSC 107 , rec prep fr HSC |
| | | | | 201 to HSC 104, cat desc, sch desc, moe, |
| HSHS | HSC 277 | 405118.00 | HUM BOD FUND | assign, val |
| | | | | prereg fr HSC 151/KNEA 151 to None, rec |
| | | | | prep fr BIO 11 to BIO 11 and HSC 151/KNEA |
| | | | | 151 , TOP code fr 0835.80 to 1201.00 , SAM |
| | | | | code fr B to C , rpt fr R -I-3 to not repeatable, |
| KNES | CWE 180 | 405062.00 | CWE: PRE-THERAPY | SLOs, val |
| NINLJ | CAAF 700 | +03002.00 | | prereq fr HSC 151, KNEA 151 to None , rec |
| | | | | prep fr BIO 11 to <u>BIO 11 and HSC 151/KNEA</u> |
| | | | | 151 , TOP code fr 0835.80 to 1201.00 , SAM |
| | | | | code fr \mathbf{B} to \mathbf{C} , rpt fr \mathbf{R} - \mathbf{I} to not repeatable, |
| | | 405062.00 | | |
| KNES | CWE 180 | 405063.00 | CWE: PRE-THERAPY | SLOs, val |

EXHIBIT A Page 4 of 4

| KNES | KNEA 3 | 992140.00 | ADAP. CV. COND. | cat desc, moe, txt |
|------|----------|-----------|-------------------------|--|
| | | | | crs id fr KNES 202 to <u>KNES 402</u> , cat desc, sch |
| KNES | KNES 202 | 675387.00 | MYTHOLOGY OF YOGA | desc |
| | | | | crs id fr KNES 203 to KNES 403, cat desc, sch |
| KNES | KNES 203 | 675388.00 | RESTORATIVE YOGA | desc, txt |

SADDLEBACK COLLEGE **REVISED PROGRAM ACADEMIC YEAR 2018-2019**

Current Health Information Technology Associate in Science Degree Program

The Health Information Technology (HIT) degree prepares the student for employment as a health information professional with the knowledge and skills to accurately code diagnoses and procedures for healthcare services provided to patients, and to collect, maintain, and analyze clinical data in electronic health records that physicians, nurses, and other healthcare staff rely on to deliver quality healthcare. The HIT associate degree program comprises of the 46-48 unit coursework plus the general education courses needed to get the associate's degree. Since the associate degree in HIT is a high unit degree (more than 60 units), it typically takes longer than degree in HII is a high unit degree (more than 60 units), it typically takes longer than 2 years, or 4 semesters to complete. A 2-year time frame for completion would require taking a full load each semester plus summers. The program provides training through didactic instruction and directed practice. Facilities employing health information technology professionals include hospitals, ambulatory care centers, physician offices, long-term care facilities, dialysis centers, public health agencies, pharmaceutical companies, medical supply companies, rehabilitation centers, managed care organizations, behavioral and mental health facilities, law firms, and insurance firms. Students are required to hold a valid basic life support CPR card for healthcare organizations. healthcare providers and carry professional liability insurance prior to commencing their directed practice.

To earn the Associate of Science (A.S.) Degree in Health Information Technology, students must complete BOTH HIT department requirements and General Education requirements. A previous Associate Degree, Bachelor's Degree or higher degree does not automatically meet general education requirements. All outside transcripts must be evaluated toward Saddleback College's requirements. In order to be eligible for the RHIT credential, you must earn the A.S. degree from Saddleback College

A minimum grade of "C" in all courses in the major is required to receive the degree.

Occupations/Fields that the program will prepare the student to enter: • Revenue Cycle Management/Billing/Clinical Coding

- Health Information Management
- Practice Management Patient care registrar
- Health Information Education
- Insurance Claims specialist Patient Portal education/liaison
- Medical office administration
- Quality Improvement analyst
- Help Desk
- Release of Information Medical Transcription

- Competencies: Data Content, Structure, and Standards
- Data Governance
- Revenue Cycle Management/Billing/Clinical Coding
- Performance Improvement Clinical Documentation Improvement
- Release of Information
- Privacy and Security of Health Information
- Health Informatics and Healthcare Information Technologies
- Healthcare statistics, trends, reporting, and registries

Program Student Learning Outcomes

- Apply the knowledge of medical sciences (medical terminology, anatomy/physiology, pathology, and pharmacology) to accurately assign codes
- Collect, maintain, and analyze health information for accuracy, completeness, and timeliness based upon compliance and regulation standards.
- Adhere to principles of legal, ethical, accreditation and certification standards as they relate to health information.
- Participate in planning, adoption, and the use of technology healthcare
- settings to maximize patient safety and efficiencies. Participate in analyzing and reporting health data for the performance
- improvement, research, and revenue cycle management. Demonstrate the ability to work effectively as an individual and
- collaboratively in a group to resolve health information management challenges in a dynamic and innovative healthcare environment.

| Course ID | Title Health Information Science | Units |
|-----------|---|------------------|
| HIT 200 | | 3 |
| HIT 202 | Reimbursement Methodologies | 3 |
| HIT 203 | Alternative Healthcare Delivery Systems | 2 |
| HIT 204 | Performance Improvement in Healthcare | 3 |
| HIT 207* | Healthcare Information Technologies (HCIT) | 3 |
| HIT 209* | Management of Resources in Healthcare | 3 |
| HIT 212* | Reporting Healthcare Data | 2 |
| HIT 215* | CPT and Ambulatory Care Coding | 3 |
| HIT 219* | Directed Practice | 4 |
| HIT 220* | ICD_Procedure Coding | 2 |
| HIT 221* | ICD Diagnostic Coding | 3 |
| HSC 201 | Medical Terminology | 3 |
| HSC 233 | Legal and Ethical Aspects of Health Information | 3 |
| HSC 244* | Disease Processes for the Health Sciences | 3 |
| HSC 277* | Human Body Fundamentals | 3 |
| Or | | |
| BIO 113 | Human Anatomy and Physiology | 4 |
| CIM 10 | Introduction to Information Systems | 3 |
| Or | | |
| CIM 1 | Computer Information Systems | 4 |
| | Total Units for the Major | 46-48 |

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description

Associate in Science Degree

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify for the Associate in Science degree. A minimum of 12 must be completed at Saddleback College

General Education Requirements for Associate Degrees Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

Accreditation

The Health Information Technology Program (HIT) is accredited by the Commission on Accreditation for Health Informatics and Information Management Education (CAHIM).

To contact CAHIM 233 N. Michigan Ave 21^e Floor Chicago, IL 60602-5800 (312) 233-1100 Fax (312) 223-1948 info@Cahiim.org

SADDLEBACK COLLEGE **REVISED PROGRAM ACADEMIC YEAR 2018-2019**

Revised Health Information Technology Associate in **Science Degree Program**

The Health Information Technology (HIT) degree prepares the student for employment as a health information professional with the knowledge and skills to accurately code diagnoses and procedures for healthcare services provided to patients, and to collect, maintain, and analyze clinical data in electronic health records that physicians, nurses, and other healthcare staff rely on to deliver quality healthcare. The HIT associate degree program comprises of the <u>49-51 unit</u> coursework plus the general education courses needed to get the associate's degree. Since the associate degree in HIT is a high unit degree (more than 60 units), it typically takes longer than 2 years or 4 semesters to complete. A 2-year time frame for completion would require taking a full load each semester plus summers. The program provides training through didactic instruction and directed practice. Facilities employing health information technology professionals include hospitals, ambulatory care centers, physician offices, long-term care facilities, dialysis centers, public health agencies, pharmaceutical companies, medical supply companies, rehabilitation centers, managed care organizations, behavioral and mental health facilities, law firms, and insurance firms. Students are required to hold a valid basic life support CPR card for healthcare providers $\underline{\textbf{complete a health clearance and background check}}$ and carry professional liability insurance prior to commencing their directed practice

To earn the Associate of Science (A.S.) Degree in Health Information Technology, students must complete BOTH HIT department requirements and General Education requirements. A previous Associate Degree, Bachelor's Degree or higher degree does not automatically meet general education requirements. All outside transcripts must be evaluated toward Saddleback College's requirements. In order to be eligible for the RHIT credential, you must earn the A.S. degree from Saddleback College

A minimum grade of "C" in all courses in the major is required to receive the degree.

Occupations/Fields that the program will prepare the student to enter:

- Revenue Cycle Management/Billing/Clinical Coding
- Health Information Management Practice Management
- Patient care registrar
- Health Information Education Insurance Claims specialist
- Patient Portal education/liaison
- Medical office administration Quality Improvement analyst
- Help Desk Release of Information

- Competencies: Data Content, Structure, and Standards
- Data Governance
- Revenue Cycle Management/Billing/Clinical Coding
- Performance Improvement Clinical Documentation Improvement
- Release of Information Privacy and Security of Health Information
- Healthcare Information Technologies
- Healthcare statistics, trends, reporting, and registries

Program Student Learning Outcomes

- Apply the knowledge of medical sciences (medical terminology, anatomy/physiology, pathology, and pharmacology) to accurately assign codes
- Collect, maintain, and analyze health information for accuracy, completeness, and timeliness based upon compliance and regulation standards.
- Adhere to principles of legal, ethical, accreditation and certification standards as they relate to health information.
- Participate in planning, adoption, and the use of technology healthcare
- settings to maximize patient safety and efficiencies. Participate in analyzing and reporting health data for the performance improvement, research, and revenue cycle management.
- Demonstrate the ability to work effectively as an individual and collaboratively in a group to resolve health information management challenges in a dynamic and innovative healthcare environment.

| Course ID | Title | Units |
|-----------|---|--------------|
| HSC 104 | Medical Terminology | 3 |
| CIM 10 | Introduction to Information Systems | 3 |
| Or | | |
| CIM 1 | Computer Information Systems | 4 |
| HIT 100* | Health Information Science | <u>2</u> |
| HSC 107* | Human Body Fundamentals | 3 |
| Or | | |
| BIO 113 | Human Anatomy and Physiology | 4 |
| HSC 106 | Legal and Ethical Aspects of Health Information | 3 |
| HIT 101* | Alternative Healthcare Delivery Systems | 2 |
| HIT 111* | Healthcare Information Technologies (HCIT) | 3 |
| HSC 108* | Disease Processes for the Health Sciences | 3 |
| HIT 109* | ICD Diagnostic Coding | 3 |
| HIT 110* | ICD_Procedure Coding | 2 |
| ENG 1A* | Principles of Composition I | 4 |
| Or | | |
| ENG 1AH* | Honors Principles of Composition I | 4 |
| HIT 112* | Reporting Healthcare Data | 2 |
| HIT 119* | Management of Resources in Healthcare | 3 |
| HIT 116* | Performance Improvement in Healthcare | 3 |
| HIT 115* | CPT and Ambulatory Care Coding | 3 |
| HIT 122* | Reimbursement Methodologies | 3 |
| HIT 130* | Directed Practice | 4 |
| | Total Units for the Major | <u>49-51</u> |

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description

Associate in Science Degree

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify for the Associate in Science degree. A minimum of 12 must be completed at Saddleback College

General Education Requirements for Associate Degrees Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

Accreditation

The Health Information Technology Program (HIT) is accredited by the Commission on Accreditation for Health Informatics and Information Management Education (CAHIIM).

To contact <u>CAHIIM</u> 233 N. Michigan Ave 21^ª Floor Chicago, IL 60602-5800 (312) 233-1100 Fax (312) 223-1948 info@Cahiim.org

- **TO:** Board of Trustees
- **FROM:** Thomas M. Fallo, Interim Chancellor
- RE: Saddleback College: Additional Spring 2018 Community Education Programs
- **ACTION:** Approval

BACKGROUND

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

<u>STATUS</u>

A variety of educational and recreational events have been planned by the Saddleback College Community Education department for the Spring Semester 2018. Expenses for conducting these courses will be paid by income from participant fees. Exhibit A expands the Honoraria and fees approved at the November 13, 2017 board meeting and includes additional class offerings, presenters and compensation.

RECOMMENDATION

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

South Orange County Community College District SADDLEBACK COLLEGE COMMUNITY EDUCATION NON-CREDIT PROGRAM - Spring 2018

| COMMUNITY EDUCATION NON-CREDIT PROGRAM - Spring 2018 | | | | | |
|--|--------------------------------------|------------|---|------------|--------|
| ROGRAM | ACTIVITY TITLE | DATES | PRESENTER | HONORARIA | FEE |
| CFK | Super Chefs | 1/1 - 6/30 | Super Readers (I) | 60% Net | \$130 |
| | Superhero Filmmaking Flix | 1/1 - 6/30 | Incrediflix (I) | PP | \$185 |
| | Tee It Up with TGA/SCPGA | 1/1 - 6/30 | SCPGA (I) | 60% Net | \$136 |
| | Tennis | 1/1 - 6/30 | Orange County Com. Tennis Assoc. (I) | 60% Net | \$120 |
| | Tennis Skills Clinics | 1/1 - 6/30 | Nick Trani (E) | 50% Net | \$149 |
| | The Great Clay Adventure | 1/1 - 6/30 | Sahar Tehrani(E) | 50% Net | \$39 |
| | The Photography Club | 1/1 - 6/30 | Excel Education Programs (I) | 60% Net | Varies |
| | The Power of Exploring Art | 1/1 - 6/30 | Nancy Larragoiti (E) | \$30/hr+ | \$46 |
| | The Wonderful World of Writing | 1/1 - 6/30 | Cindy Billy (E) | 30% Net | \$235 |
| | The Wonderful World of Writing | 1/1 - 6/30 | Danielle Ridill (E) | 30% Net | \$235 |
| | Theatre Fun with Improvisation | 1/1 - 6/30 | Tara Meyer (E) | 60% Net | \$120 |
| | Third Grade Common Core Camp | 1/1 - 6/30 | Christy Grudynski (E) | 60% Net | \$180 |
| | Third Grade Head Start | 1/1 - 6/30 | Julie Hansen (E) | 60% Net | \$135 |
| | Toddler Time | 1/1 - 6/30 | Dawn Trumbo (E) | 30% Net | \$250 |
| | Toddler Time | 1/1 - 6/30 | Kristi Martin (E) | 30% Net | \$250 |
| | UCI Writing Project | 1/1 - 6/30 | The Regents of the University of California | (I) Varies | \$690 |
| | Volleyball | 1/1 - 6/30 | Staff (E) | 50% Net | \$180 |
| | Wagon Wheel Kindergarten Corral | 1/1 - 6/30 | Rita Beninga (E) | 60% Net | \$115 |
| | Water Polo Skills Clinics | 1/1 - 6/30 | Pete Cosmakos, LLC (I) | 50% Net | \$126 |
| | Weight Training | 1/1 - 6/30 | Judd Binley (E) | 60% Net | \$198 |
| | Writing for Academic Success | 1/1 - 6/30 | Chris Jones (E) | 60% Net | \$150 |
| | Yoga: Health and Wellness for Kids | 1/1 - 6/30 | Heather Carlsen (E) | 30% Net | \$105 |
| | Yoga: Health and Wellness for Kids | 1/1 - 6/30 | Tanya Bonetti (E) | 30% Net | \$105 |
| | Young Artists and Authors Studio | 1/1 - 6/30 | Carrie Gray (E) | 60% Net | \$180 |
| | Young Artist's Workshop | 1/1 - 6/30 | Nancy Larragoiti (E) | \$30/hr+ | \$98 |
| | Young Illustrators | 1/1 - 6/30 | Gabby Micalizio (E) | \$30/hr+ | \$98 |
| | Young Rembrandts | 1/1 - 6/30 | Dustin Panian dba Young Rembrandts (I) | 60% Net | \$180 |
| | Young Rembrandts Cartooning | 1/1 - 6/30 | Dustin Panian dba Young Rembrandts (I) | 60% Net | \$120 |
| | Young Rembrandts Draw Amazing Things | 1/1 - 6/30 | Dustin Panian dba Young Rembrandts (I) | 60% Net | \$120 |
| | Young Rembrandts Spring Cartooning | 1/1 - 6/30 | Dustin Panian dba Young Rembrandts (I) | 60% Net | \$120 |
| | Young Rembrandts Winter Drawing | 1/1 - 6/30 | Dustin Panian dba Young Rembrandts (I) | 60% Net | \$120 |
| | Youth Aquatics | 1/1 - 6/30 | Pete Cosmakos, LLC (I) | 50% Net+ | \$75 |

- **TO:** Board of Trustees
- **FROM:** Thomas M. Fallo, Interim Chancellor
- **RE:** Irvine Valley College: Curriculum Revisions for the 2018-2019 Academic Year.
- **ACTION:** Approval

BACKGROUND

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

<u>STATUS</u>

IVC proposes additions, revisions, and deletions to the curriculum of the College. Exhibit A includes new, revised, and deleted courses and programs that are recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of IVC for the 2018-2019 academic year pursuant to Title 5, Section 53200 et seq.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the proposed curriculum changes for the 2018-2019 academic year at IVC.

IRVINE VALLEY COLLEGE NEW, REVISED AND DELETED PROGRAMS ACADEMIC YEAR 2018-2019

| | | | TA |
|---|---|------------------------------------|-------------------|
| | New | | |
| | Theatre Arts Associate in Arts Degree Program | | |
| | e offers students a broad range of specialized cour breadth is appropriate for students seeking transfer to | | TA |
| completing | ograms where admission is highly competitive. All this degree will take courses in six key areas: history an of theater, acting technique, performance procedur | d cultural | TA |
| design or st specialized production | tage management, production crew, and shop work. Exa coursework include vocal skills, musical theate , costume construction, stage management and conte | amples of er, audio emporary | TA |
| live enterta | tory and criticism. By developing skills used across many inment, students build a portfolio of employable skills a ons such as live entertainment technician, production | applicable | TA |
| actor, singe in live perf | er, and dancer. Students will have the opportunity to p formances on stage and as a member of the product rill spend time in the IVC theater shops learning how | articipate ion crew. | TA |
| scenery a | nd costumes. However, specific entry level em les may require additional education or experience. | | TA |
| • | pletion of the AA in Theater Arts, students will be able to Perform a role in a theatrical production. Construction theatrical elements. |): | TA |
| • | Manage a theatrical production. Apply fundamentals of theatrical design. Analyze current practice in a historical and cultural cont | ext. | TA |
| Complete o | ne of the following courses: | | TA |
| | l Cultural Traditions of Theater: Classical | | |
| TA 20 | Theatre Appreciation: Classical Overview | 3 | |
| TA 22 | Introduction to Theater | 3 | TA |
| TA 25 | Great Plays: Primitive to Renaissance OR | 3 | |
| TA 25H | Great Plays: Primitive to Renaissance Honors | 3 | <i>Con</i> Pro |
| Complete o | ne of the following courses: | | TA |
| • | Cultural Traditions of Theater: Contemporary | | TA |
| TA 21 | Theatre Appreciation: Contemporary | 3 | TA |
| TA 26 | Great Plays: Renaissance to Contemporary | 3 | TA |
| TA 2611 | OR | 2 | TA |
| TA 26H | Great Plays: Renaissance to Contemporary Honors | 3 | TA |
| Complete o Acting Tec | ne of the following courses: hnique | | Con Stag |
| TA 1 | Acting | 3 | TA |
| TA 8 | Advanced Acting | 3 | TA |
| TA 12 | Directing | 3 | TA |
| | units from the following courses: | | TA TA |
| | and Performance Procedures | | TA |
| TA 15 | Rehearsal and Performance: Drama OR | 2 | TA |
| TA 15A | Introduction to Rehearsal and Performance: | | Con |
| | Drama | 1 | Pro TA |
| TA 450 | AND | | TA |
| TA 15B | Continuation of Rehearsal and Performance: | 1 | TA |
| TA 16 | Drama Reheated and Performance: Comedy | 1 | TA |
| TA 16 | Rehearsal and Performance: Comedy | 2 | TA |

OR

| TA 16A | Introduction to Rehearsal and Performance: | |
|---|--|---|
| | Comedy AND | 1 |
| TA 16B | Continuation of Rehearsal and Performance: Comedy | 1 |
| TA 17 | Rehearsal and Performance: Mixed Genres OR | 2 |
| TA 17A | Introduction to Rehearsal and Performance: Mixed Genres AND | 1 |
| TA 17B | Continuation of Rehearsal and Performance: Mixed Genres | 1 |
| TA 18 | Rehearsal and Performance: Dance | 2 |
| TA 18A | Introduction to Rehearsal and Performance: Dance AND | 1 |
| TA 18B | Continuation of Rehearsal and Performance: Dance | 1 |
| TA 19 | Rehearsal and Performance: Musical Theater OR | 2 |
| TA 19A | Introduction to Rehearsal and Performance: Musical Theater AND | 1 |
| ТА 19В | Continuation of Rehearsal and Performance: Musical Theater | 1 |
| <i>Complete one of t</i> Production Crew | the following courses: | |
| TA 141A | Theater Crew: Scenic | 1 |
| TA 141B | Theater Crew: Costume | 1 |
| TA 141C | Theater Crew: Lighting | 1 |
| TA 141D | Theater Crew: Audio/Video | 1 |
| TA 48B | Intermediate State Management | 1 |
| TA 48C | Advanced State Management | 1 |
| | the following courses: Stage Management | |
| | Introduction to Theatre Design | 3 |
| TA 41 | State Lighting Design | 3 |
| TA 42 | Costume Design | 3 |
| TA 43 | Scenic Design for the Theatre | 2 |
| TA 47 | Sound Reinforcement for Live Entertainment | 3 |
| TA 48A | Beginning Stage Management | 3 |
| TA 49 | Stage Makeup Design | 3 |
| <i>Complete 2 or 3 u</i> Production Shop | nits from the following courses: | |
| TA 44 | Stagecraft | 3 |
| TA 142A | Scenic Production A | 1 |
| TA 142B | Scenic Production B | 2 |
| TA 142C | Scenic Production C | 3 |
| TA 143 | Costume Sewing | 1 |
| | | |

IRVINE VALLEY COLLEGE NEW, REVISED AND DELETED PROGRAMS ACADEMIC YEAR 2018-2019

3 2 3

| TA 145 | Scene Painting |
|--------|--|
| TA 153 | Costume Sewing and Production |
| TA 163 | Costume Sewing, Production, and Wardrobe |

Complete 3 to 4 units from the following courses. Courses taken that appear in the areas above may not be used again to fulfill requirements in this area:

| TA 2 | Beginning Scene Study | 2 |
|---------|--|---|
| TA 3 | Advanced Scene Study | 3 |
| TA 7 | Screen Acting Techniques | 3 |
| TA 9 | Musical Revue | 2 |
| TA 10 | Musical Theatre Workshop | 3 |
| TA 29 | Script Analysis | 3 |
| | OR | |
| TA 29H | Script Analysis Honors | 3 |
| TA 35 | Voice and Diction | 3 |
| TA 40 | Introduction to Theatre Design | 3 |
| TA 41 | State Lighting Design | 3 |
| TA 42 | Costume Design | 3 |
| TA 43 | Scenic Design for the Theatre | 2 |
| TA 47 | Sound Reinforcement for Live Entertainment | 3 |
| TA 48A | Beginning Stage Management | 3 |
| TA 49 | Stage Makeup Design | 3 |
| TA 140 | Introduction to Technical Theater | 3 |
| TA 141E | Theater Crew: Make-up | 1 |
| TA 142B | Scenic Production B | 2 |
| TA 153 | Costume Sewing and Production | 2 |
| | | |

Total

19-22

IRVINE VALLEY COLLEGE NEW, REVISED, AND DELETED COURSES ACADEMIC YEAR 2018-2019

| School | Catalog Id | Course Id | Abbreviated Course Title | Action Taken |
|------------------|------------|-----------|---------------------------------------|--|
| Business | | | | |
| Sciences | 9104.10 | CIM 103 | Introduction to Windows | txt |
| | | | Introduction to Computers, | |
| | 14250.00 | CIM 201A | Keyboarding and Word I | moe, txt |
| | 13215.05 | CIM 209 | Introduction to Outlook | tps, Irng obj, moe, txt |
| | 1835.55 | CIM 210.1 | Word Processing I | moe, SLOs, txt |
| | 1837.25 | CIM 210.2 | Word Processing II | tps, moe, SLOs, txt |
| | | | | |
| | | | | prereq fr MATH 253 to <u>Placement by</u> |
| | | | | current assessment process or successful |
| | | | | completion of MATH 253 with a 'C' or |
| | 10736.10 | MGT 10 | Statistics for Business and Economics | <u>better.</u> |
| | | | | |
| | | | | prereq fr MATH 253 to <u>Placement by</u> |
| | | | Chatistics for Dusing and Franciscu | current assessment process or successful |
| | 10706.45 | | Statistics for Business and Economics | completion of MATH 253 with a 'C' or |
| | | MGT 10H | Honors | better. |
| | | RE 176B | Real Esate Appraisal II | dc |
| | 13217.00 | | Real Estate License Renewal | dc |
| Kin a si a la su | 10806.05 | RE 279 | Computer Applications for Real Estate | |
| Kinesiology, | | | | |
| Health and | 2260.00 | | | cat desc, sch desc, tps, Irng obj, moe, SLOs, |
| Athletics | 3260.00 | | Health Education | assign, txt |
| | 14775.00 | | Introduction to Public Health | nc |
| | 14776.00 | | Health and Social Justice | nc |
| | 14777.00 | | Global Health | nc |
| L | 5410.10 | | Weight Training I | moe, SLOs, txt |
| | 5410.50 | | Weight Training I | moe, SLOs, txt |
| | 5410.15 | | Weight Training II | moe, SLOs, txt |
| | 5410.35 | KNES 5 | Weight Training II | moe, SLOs, txt |
| | | | | TOP code fr 835.10 to <u>835.00</u> , sch desc, |
| | 13054.00 | | Weight Training III | moe, SLOs, txt |
| | 13054.05 | | Weight Training III | tps, moe, SLOs, txt |
| | 13053.00 | | Tennis I | cat desc, sch desc, moe, SLOs, assign |
| | 13053.05 | KNES 25 | Tennis I | cat desc, sch desc, moe, SLOs, assign |
| | | | | cat desc, sch desc, Irng obj, moe, SLOs, |
| | 13053.10 | KNES 26 | Tennis II | assign |
| | | | | cat desc, sch desc, Irng obj, moe, SLOs, |
| | 13053.15 | | Tennis II | assign |
| | 13053.20 | | Tennis III | cat desc, sch desc, moe, SLOs, assign |
| | 13053.30 | | Tennis III | cat desc, sch desc, moe, SLOs, assign |
| | 14324.00 | KNES 71 | Soccer I | tps, moe, SLOs, assign, txt |
| | 14324.10 | KNES 72 | Soccer II | moe, SLOs, assign, txt |
| | 14324.20 | KNES 73 | Soccer III | tps, Irng obj, moe, SLOs, assign, txt |
| | 14324.25 | KNES 74 | Soccer IV | tps, moe, SLOs, assign, txt |
| | 14325.30 | KNES 74 | Soccer IV | tps, moe, SLOs, assign, txt |
| Math, | | | | |
| Computer | | | | |
| Science and | | | Engineering Graphics and Descriptive | TOP code fr 924 to <u>953</u> , tps, Irng obj, moe, |
| Engineering | 2260.00 | ENGR 23 | Geometry | assign, txt |

IRVINE VALLEY COLLEGE NEW, REVISED, AND DELETED COURSES ACADEMIC YEAR 2018-2019

| School | Catalog Id | Course Id | Abbreviated Course Title | Action Taken |
|------------------------|------------|----------------|--|---|
| | | | Principles of Materials Science and | |
| | 14260.00 | ENGR 54 | Engineering | cat desc, Irng obj, moe, SLOs, assign, txt |
| | | | 5 5 | SAM code fr C to B , tps, moe, SLOs, assign, |
| | 14280.00 | ENGR 80 | Engineering Dynamics | txt |
| | 11200100 | | | TOP code fr 924 to <u>953</u> , tps, Irng obj, SLOs, |
| | 2300.00 | ENGR 83 | Computer-Aided Design Techniques | assign, txt |
| | 2300.00 | LINGINOS | | |
| | | | | rec prep fr ENGR 23 , GEOG 1, and GEOG 1L |
| | | | | are strongly recommended to ENGR 23 is |
| | | | | strongly recommended, cat desc, sch desc, |
| | | | | |
| | 14270.00 | | 2D Civil Computer Aided Design | TOP code fr 924 to 953 , tps, Irng obj, moe, |
| | 14276.00 | ENGR 125 | 3D Civil Computer-Aided Design | SLOs, assign, txt |
| Languages and | | | | |
| Learning | | | | |
| Resources | | AESL 501 | Beginning Adult ESL Level 1 | nc |
| | | AESL 502 | Beginning Adult ESL Level 2 | nc |
| | | AESL 503 | Beginning Adult ESL Level 3 | nc |
| | 14770.00 | AESL 504 | Beginning Adult ESL Level 4 | nc |
| | 14771.00 | AESL 505 | Advanced Adult ESL Level 5 | nc |
| | 14772.00 | AESL 520 | United States Citizenship Test Prep | nc |
| | 14773.00 | AESL 599 | AESL Learning Center | nc |
| | 14774.00 | ESL 389 | ESL Learning Center | nc |
| Life Sciences | | | | |
| and | | | Statistics and Experimental Design for | |
| Technologies | 14694.00 | | the Biological Health Sciences | nc |
| reennoiogies | 14054.00 | | | rec prep fr Introductory college level |
| | | | | biology courses WR 1 to Introductory |
| | | | | college-level biology courses such as BIO 1 |
| | | | Field Studies: A 21st Century Look at | or BIO 30, and WR 1, cat desc, sch desc, |
| | 12015 00 | DIO 100 | the American West | |
| Dhunical | 13015.00 | BIO 109 | | moe, assign |
| Physical | | | | |
| Sciences and | 1000.00 | | | |
| Technology | 1280.00 | CHEM 12B | Organic Chemistry | cat desc, sch desc |
| | | | | coreq fr Prior completeion of or |
| | | | | concurrent enrollment in ET 105 to <u>none</u> , |
| | | | | rec prep fr none to <u>ET 105</u> , cat desc, sch |
| | 2197.00 | | Digital Electronic Circuits | desc, tps, moe, assign, txt |
| | 2192.00 | ET 104 | Basic Electric Circuits II | prereq fr ET 92 to ET 102, moe, assign, txt |
| | | | | prereq fr-ET 92 to ET 102, tps, Irng obj, moe, |
| | 2193.00 | ET 105 | Electronic Devices and Circuits I | assign |
| Social and | | | | |
| | | | | |
| Behavioral | | 1 | | sch desc, assign, txt |
| Behavioral Sciences | 200.00 | AJ 4 | Criminal Law I | |
| | 200.00 | AJ 4 | | prereq fr MATH 253 to <u>Placement by</u> |
| | 200.00 | AJ 4 | | prereq fr MATH 253 to Placement by |
| | 200.00 | AJ 4 | | |

IRVINE VALLEY COLLEGE NEW, REVISED, AND DELETED COURSES ACADEMIC YEAR 2018-2019

| School | Catalog Id | Course Id | Abbreviated Course Title | Action Taken |
|--------|------------|-----------|---------------------------------------|---|
| | | | | prereq fr MATH 253 to Placement by |
| | | | | current assessment process or successful |
| | | | Statistics for Business and Economics | completion of MATH 253 with a 'C' or |
| | 10736.05 | ECON 10H | Honors | better. |
| | | | | cat desc, sch desc, tps, Irng obj, moe, SLOs, |
| | 6095.00 | SOC 1 | Introduction to Sociology | assign, txt |
| | | | | cat desc, sch desc, tps, Irng obj, moe, SLOs, |
| | 6095.05 | SOC 1H | Introduction to Sociology Honors | assign, txt |
| | | | | cat desc, sch desc, Irng obj, moe, SLOs, |
| | 9268.00 | SOC 19 | The Sociology of Sex and Gender | assign, txt |

| Board of Trustees | | | |
|-------------------------------------|--|--|--|
| Thomas M. Fallo, Interim Chancellor | | | |
| SOCCCD: Student Out-of-State Travel | | | |
| Approval | | | |
| | | | |

BACKGROUND

Saddleback College and Irvine Valley College are committed to offering high quality educational opportunities to their students which may include travel out of state for attendance at conferences and other activities which are in connection with courses of instruction or school-related social, educational, cultural, athletic, or college music activities and/or performances. Student travel shall the follow guidelines as listed in the board policy BP-6125 Student Travel: Field Trips and Excursions.

<u>STATUS</u>

The student out of state travel items listed in EXHIBIT A have been reviewed by college faculty and administration, along with appropriate business services staff for adherence to all requisite activities and conditions associated with student travel. The number of faculty and staff advisors traveling with students is provided along with the college, trip dates, location, costs and funding source related to the travel. For course related travel, the course name and catalog number are included along with course credit values.

Students and staff shall at all times adhere to the standards of conduct applicable to conduct on campus. Advisors will ensure all students have appropriate risk management forms completed.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the colleges' student out of state travel for the participants, dates, locations, courses and costs as listed in EXHIBIT A.

Item Submitted By: Dr. Glenn R. Roquemore, President, Irvine Valley College Dr. Gregory Anderson, President, Saddleback College Dr. Jim Buysse, Acting Vice Chancellor, Business Services
Student Group Travel

| College | IZC |
|----------------------------------|--|
| Funding Source(s) | General Funds \$6,500 ASIVC \$11,377.04 IVC MUN Foundation Account \$3,000 Individual Student Student Contributions \$11,000 |
| Total Cost | \$31,877.04 |
| College Cost | \$17,877.04 |
| Cost Per Participant | \$777.78 |
| No. of faculty | 2 |
| No. of students | 16 |
| Group, Club | Irvine Valley College MUN/ Political Science Club |
| Trip Dates Inclusive, to/from | Conference A:March 16 to22, 2018OR22, 2018March 23 to29, 201829, 20187 days(Final dates will be assigned by organizers upon registration |
| Description of Trip, Location | National Model United Nations – 2018 New York Sheraton New York Times Square 811 Seventh Ave New York, NY 10019 |

Student Course Travel (Board approved curriculum)

| College | SC |
|--|---|
| Total Cost (Course Fee plus number of units) | \$267.00 |
| Number of Units for course | 2 |
| Enrollment Capacity | 22 |
| Course fee per student (if appropriate) | \$175.00 |
| Location of travel | Capitol Reef National Park, Arches National Park, Canyonlands National Park, Grand Staircase National Park, Bears Ears National Monument, Goblin Valley State Park & Valley of Fire State Park |
| Trip Dates Inclusive, to/from | June 7, 2018 to June 17, 2018 |
| Course Name and Catalog Number | Geology 191 Geology of the Northern Colorado Plateau |

TO: Board of Trustees

- **FROM**: Thomas M. Fallo, Interim Chancellor
- **RE:** Saddleback College and Irvine Valley College: Speakers
- **ACTION**: Approval

BACKGROUND

Outside speakers may be invited by administrators, faculty members, or recognized student groups to speak at events open to the public.

<u>STATUS</u>

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges and/or ATEP since the last board meeting. Travel expenses and/or honorarium for speakers must be recommended by the Chancellor or college president and submitted to the Board prior to reimbursement of travel expenses or payment of honorarium.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the general fund honoraria as shown in Exhibit A.

Item Submitted By: Dr. Gregory Anderson, President, Saddleback College and Dr. Glenn R. Roquemore, President, Irvine Valley College

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

| Presentation Date | Faculty Member Course Title/Activity | Speaker Name | Торіс | General Fund Honorarium/Travel |
|--|---|---------------------------------------|---|--|
| October 20, | Code Alignment Project | Anna Hanlon, | Code Alignment Project | \$571.31 |
| 2017 9:00am – 4:00pm BGS 254/255 | | Curriculum Expert | | (total paid by data unlocked funding) |
| October 20, 2017 9:00am – 4:00pm BGS 254/255 | Code Alignment Project | Joanne Benschop, Curriculum Expert | Code Alignment Project | \$536.00 (total paid by data unlocked funding) |
| February 2, 2018 9:30am – 11:35am Laguna Woods Village Performing Arts Center | Dr. Greg Jenks, Associate Faculty Dorothy Marie Lowry Distinguished Guest Lecture Series, Saddleback College Emeritus Institute | David Palmer | Survey of Theater Architecture and Design | \$100.00 |
| February 9, 2017 9:30am – 11:35am Laguna Woods Performing Arts Center | Dr. Greg Jenks, Associate Faculty Dorothy Marie Lowry Distinguished Guest Lecture Series, Saddleback College Emeritus Institute | Frank LaFerla | The Age of Alzheimer's Disease | \$100.00 |
| February 23, 2017 9:30am – | Dr. Greg Jenks, Associate Faculty Dorothy Marie Lowry Distinguished Guest | James Fry | History of Philanthropy | \$100.00 |

| 44.05 | 1 | 1 | | |
|-----------------|------------------------------------|----------------|---------------------------------------|----------------------|
| 11:35am | | | | |
| Laguna Woods | Lecture Series, Saddleback College | | | |
| Performing Arts | Emeritus Institute | | | |
| Center | | | | • • • • • • • |
| March 2, 2018 | Dr. Greg Jenks, Associate Faculty | Robert Engles | Film Screenwriting | \$250.00 |
| 9:30am – | Dorothy Marie Lowry Distinguished | | | |
| 11:35am | Guest | | | |
| Laguna Woods | | | | |
| Performing Arts | Lecture Series, Saddleback College | | | |
| Center | Emeritus Institute | | | |
| March 2, 2018 | Dr. Greg Jenks, Associate Faculty | Tom Bradac | Shakespeare | \$100.00 |
| 9:30am – | Dorothy Marie Lowry Distinguished | | | |
| 11:35am | Guest | | | |
| Laguna Woods | | | | |
| Performing Arts | Lecture Series, Saddleback College | | | |
| Center | Emeritus Institute | | | |
| March 9, 2018 | Dr. Greg Jenks, Associate Faculty | James Williams | The Commodification of Education | \$100.00 |
| 9:30am – | Dorothy Marie Lowry Distinguished | | | |
| 11:35am | Guest | | | |
| Laguna Woods | | | | |
| Performing Arts | Lecture Series, Saddleback College | | | |
| Center | Emeritus Institute | | | |
| March 9, 2018 | Dr. Greg Jenks, Associate Faculty | James Williams | The Commodification of Education from | \$100.00 |
| 9:30am – | Dorothy Marie Lowry Distinguished | | a Public Good to a Quasi Monopoly | • |
| 11:35am | Guest | | | |
| Laguna Woods | | | | |
| Performing Arts | Lecture Series, Saddleback College | | | |
| Center | Emeritus Institute | | | |
| March 16, 2018 | Dr. Greg Jenks, Associate Faculty | Bob Engles | Film Screenwriting | \$250.00 |
| 9:30am – | Dorothy Marie Lowry Distinguished | | | + |
| 11:35am | Guest | | | |
| Laguna Woods | | | | |
| Performing Arts | Lecture Series, Saddleback College | | | |
| Center | Emeritus Institute | | | |
| April 6, 2018 | Dr. Greg Jenks, Associate Faculty | James Fry | History of Philanthropy | \$100.00 |
| 9:30am – | Dorothy Marie Lowry Distinguished | | | φ100.00 |
| 0.000111 | Denotity Marie Lowry Distinguished | | | |

| 11:35am Laguna Woods | Guest | | | |
|-------------------------|------------------------------------|------------|---------------------------------------|----------|
| Performing Arts | Lecture Series, Saddleback College | | | |
| Center | Emeritus Institute | | | |
| April 6, 2018 | Dr. Greg Jenks, Associate Faculty | Tom Bradac | Shakespeare's First Folio (1632), The | \$100.00 |
| 9:30am – | Dorothy Marie Lowry Distinguished | | Actors' Text | |
| 11:35am | Guest | | | |
| Laguna Woods | | | | |
| Performing Arts | Lecture Series, Saddleback College | | | |
| Center | Emeritus Institute | | | |
| May 4, 2018 | Dr. Greg Jenks, Associate Faculty | Dr. Cyndee | The Importance of Creativity | \$100.00 |
| 9:30am – | Dorothy Marie Lowry Distinguished | Whitney | Throughout our Lives | |
| 11:35am | Guest | | | |
| Laguna Woods | | | | |
| Performing Arts | Lecture Series, Saddleback College | | | |
| Center | Emeritus Institute | | | |
| | | | | |
| | | | | |

IRVINE VALLEY COLLEGE

| Presentation Date | Faculty Member Course Title/Activity | Speaker Name | Торіс | General Fund Honorarium/Travel |
|----------------------|---|--------------|-------|-----------------------------------|
| | | | | |

- **TO:** Board of Trustees
- **FROM:** Thomas M. Fallo, Interim Chancellor
- **RE:** SOCCCD: Bid No. 340, Physics Equipment for Irvine Valley College, Pasco Scientific
- **ACTION:** Approval

BACKGROUND

Irvine Valley College began expanding physics labs two years ago. Additional physics equipment is needed. Pasco is legacy equipment which has been used for the last twenty years. The Pasco interface allows communication between the sensors which gather the data and the computers which displays the data.

<u>STATUS</u>

On November 29 and December 6, 2017, SOCCCD ran a newspaper advertisement soliciting bids for Bid No. 340, Physics Equipment at IVC. Additional marketing efforts included placing a copy of the bid on the district website and notifying six (6) prospective vendors. Four vendors responded that they were not able to provide a bid and one bid was opened December 15, 2017 (EXHIBIT A). The lowest responsive, responsible bidder was Pasco Scientific.

IVC requests that district staff recommend Pasco Scientific for Bid No. 340, Physics Equipment at IVC, in the amount of \$113,577.90.

Funds are available in the Irvine Valley College general account.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees award Bid No. 340, Physics Equipment at Irvine Valley College for FY 2017-2018 to Pasco Scientific, for a total amount of \$113,577.90.

BID NO. 340

Physics Equipment Irvine Valley College South Orange County Community College District

January 22, 2018

| COMPANY NAME | <u>CITY</u> | <u>AMOUNT</u> |
|-------------------|----------------|---------------|
| *Pasco Scientific | Roxville, CA | \$113,577.90 |
| School Specialty | Greenville, WI | No Bid |
| 3B Scientific | Tucker, GA | No Bid |
| VWR | Pittsburgh, PA | No Bid |
| Fisher Scientific | San Diego, CA | No Bid |

*Recommended Award

| TO: | Board of Trustees |
|---------|--|
| FROM: | Thomas M. Fallo, Interim Chancellor |
| RE: | SOCCCD: Agreement for Software Development and Project Management Services, Neudesic, LLC |
| ACTION: | Approval |

BACKGROUND

On November 17, 2014 the Board of Trustees approved the Neudesic, LLC agreement for the Information Technology Consultant Services for the period of January 1, 2015 to December 31, 2019. Specific scopes of work and associated amounts will be identified on a project by project basis.

The Student Information System (SIS) is a core mission critical system, providing direct services to students and faculty as well as administrators, managers, and staff at the colleges. In order to support current SIS-related software projects, the District is in need of expertise in the area of software development and business analysis.

<u>STATUS</u>

District IT is recommending Neudesic, LLC assist in providing software development and project management services for the SmartSchedule Phase Three project. The SmartSchedule Phase Three project will integrate with the My Academic Plan (MAP) system to provide students specific guidance as they select their classes. The work order with Neudesic, LLC (EXHIBIT A) will not exceed \$120,000 for the term of January 23, 2018 through August 31, 2018.

Funding for these software development services is provided by the FY 2016-2017 and FY 2017-2018 basic aid allocations for SIS-related projects.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the work order with Neudesic, LLC (EXHIBIT A) for an amount not to exceed \$120,000 for the term of January 23, 2018 through August 31, 2018.

Item Submitted by: Dr. Jim Buysse, Acting Vice Chancellor, Business Services Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT WORK ORDER FOR INFORMATION TECHNOLOGY CONSULTANT SERVICES

To:

Neudesic, LLC 8105 Irvine Center Drive, Suite 1200 Irvine, CA 92618 Supplier Contract Number(s):

A contract between IT Consultant and South Orange County Community College District for IT Services was approved on November 17, 2014. Based on that contract, IT Consultant shall complete the following projects, at the rates specified in the contract as described below. Services will consist of: project management, business analysis, database management, software development, and testing/quality assurance.

| | Item | Description | Start | End Date | Not to |
|---|------|--|---------|----------|-------------|
| | | | Date | | Exceed Amt. |
| 1 | | Develop phase three of the SmartSchedule system implementing the top features prioritized by the SmartSchedule Design team and under the direction of the Director of Academic Systems. | 1/23/18 | 8/31/18 | \$120,000 |

Work order approved by: DISTRICT

Accepted by: IT CONSULTANT

South Orange County Community College District

Neudesic, LLC

Dr. Jim Buysse Acting Vice Chancellor, Business Services Parsa Rohani Chief Executive Officer

(Date)

(Date)

Dr. Robert Bramucci Vice Chancellor, Technology and Learning Services

(Date)

ITEM: 5.9 DATE: 1/22/18

- **TO:** Board of Trustees
- **FROM:** Thomas M. Fallo, Interim Chancellor
- **RE:** SOCCCD: Transfer of Budget Appropriations
- ACTION: Ratification

BACKGROUND

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

<u>STATUS</u>

For the current reporting period ending December 31, 2017 and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees ratify the Transfer of Budget Appropriations as detailed in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TRANSFER OF BUDGET APPROPRIATIONS SUMMARY

For the period ended December 31, 2017

| General Fund | | | |
|-------------------|---------------------------------------|-------------|-----------|
| Account | Description | From | <u>To</u> |
| 1000 | Academic Salaries | \$35,593 | |
| 2000 | Classified Salaries | | \$112,748 |
| 3000 | Fringe Benefits | | \$109,728 |
| 4000 | Books and Supplies | \$7,561 | |
| 5000 | Other Operating Expenses & Services | \$121,696 | • · · • • |
| 6000 | Capital Outlay | | \$112,375 |
| 7000 | Other Outgo | \$170,001 | |
| Total Transf | ers - General Fund | \$334,851 | \$334,851 |
| Capital Outlay Fu | nd | | |
| Account | Description | From | <u>To</u> |
| 5000 | Other Operating Expenses & Services | | \$11,500 |
| 6000 | Capital Outlay | | \$388,500 |
| 7000 | Other Outgo | \$400,000 | |
| Total Transf | ers - Self-Insurance Fund | \$400,000 | \$400,000 |
| | | | |
| Associated Stude | nt Government - Saddleback College | | |
| <u>Account</u> | Description | <u>From</u> | <u>To</u> |
| 2000 | Classified Salaries | | \$173 |
| 4000 | Books and Supplies | \$6,413 | |
| 5000 | Other Operating Expenses & Services | | \$3,240 |
| 7000 | Other Outgo | | \$3,000 |
| Total Transf | ers - Associated Student Gov't SC | \$6,413 | \$6,413 |
| Associated Stude | nt Government - Irvine Valley College | | |
| Account | Description | From | <u>To</u> |
| 4000 | Books and Supplies | <u></u> | \$300 |
| 5000 | Other Operating Expenses & Services | \$300 | • |
| Total Transf | ers - Associated Student Gov't IVC | \$300 | \$300 |
| | | | |
| Total Transfers | | \$741,564 | |

- **TO:** Board of Trustees
- FROM: Thomas M. Fallo, Interim Chancellor
- RE: SOCCCD: Budget Amendment: Adopt Resolution No. 18-01 to Amend FY 2017-2018 Adopted Budget
- **ACTION:** Approval

BACKGROUND

Title 5 of the California Code of Regulations, Section 58308 provides that the Board of Trustees by resolution may amend the District budget to provide for the expenditure of funds, the amount of which was unknown at the time of the adoption of the final budget.

STATUS

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the FY 2017-2018 Adopted Budget.

General Fund

| Total Budget Amendment | \$1,160,312 |
|--|-------------------|
| | <u>φ1,100,312</u> |
| Total Increase to the General Fund | \$1,160,312 |
| UCI-CA Community College Internship Program at Irvine Valley College | \$11,000 |
| Adult Education Block Grant at Irvine Valley College | (\$1,458) |
| Student Equity Plan at Saddleback College | \$227,053 |
| 17/18 Child Development Training Consortium at Irvine Valley College | \$6,250 |
| Adult Education Block Grant - Data & Accountability at Irvine Valley College | (\$17,131) |
| Extended Opportunity Programs & Services (EOPS) at Saddleback College | \$75,585 |
| Student Success & Support Program Credit at Irvine Valley College CC 43520 | \$117,630 |
| Student Success & Support Program Credit at Irvine Valley College CC 43510 | \$117,630 |
| Student Success & Support Program Credit at Irvine Valley College CC 47340 | \$428,573 |
| Student Success & Support Program Noncredit at Irvine Valley College | \$63,034 |
| Dreamer Student Emergency Aid at Saddleback College | \$99,210 |
| 2017/18 Hunger Free Campus Support Allocation at Saddleback College | \$32,936 |
| | . |

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 18-01 to amend the FY 2017-2018 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION NO. 18-01

January 22, 2018

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$1,160,312 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2017-2018 from sources listed in Title 5 of the California Code of Regulations, Section 58308;

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 58308, such excess funds are to be appropriated according to the following schedule:

| General Fund | | |
|--------------|-------------------------------------|-------------------|
| Account | Income Source | <u>Amount</u> |
| 8600 | State Revenue | \$ 1,149,312 |
| 8800 | Local Revenue | \$ 11,000 |
| | | \$ 1,160,312 |
| Account | Expanditure Description | Amount |
| Account | Expenditure Description | Amount |
| 1000 | Academic Salaries | \$ 702,660 |
| 3000 | Fringe Benefits | 108,792 |
| 4000 | Books and Supplies | 31,436 |
| 5000 | Other Operating Expenses & Services | (18,589) |
| 6000 | Capital Outlay | 3,500 |
| 7000 | Other Outgoing | 332,513 |
| | | \$ 1,160,312 |
| | | • • • • • • • • • |
| | Total Budget Amendment | \$ 1,160,312 |

EXHIBIT A Page 2 of 2

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2017-2018 GENERAL FUND RESOLUTION NO. 18-01 January 22, 2018

STATE OF CALIFORNIA)

COUNTY OF ORANGE

)

I, Thomas Fallo, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the Budget Amendment and foregoing Resolution in the amount of \$1,160,312 duly and regularly adopted by the said Board at a regular meeting thereof held on January 22, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of January, 2018.

Thomas Fallo Secretary to the Board of Trustees

ITEM: 5.11 DATE: 1/22/18

- **TO:** Board of Trustees
- FROM: Thomas M. Fallo, Interim Chancellor
- RE: SOCCCD: December 2017 and January 2018 Change Orders/ Amendments
- **ACTION:** Ratification

BACKGROUND

On October 26, 2015, the board authorized the Acting Chancellor/designee to execute change orders/amendments up to \$100,000 for board ratification. The following change orders/amendments were reviewed and approved by the Acting Vice Chancellor of Business Services or designee, following review by legal counsel, when appropriate.

| Exhibit | Contractor Name / Description | Change Order Amount | Revised Total Contract Amount |
|---------|--|------------------------|----------------------------------|
| А. | Patriot Contracting & Engineering, Inc. Saddleback College Bleacher Replacement Project – Construction Services Change Order No. 2 – To extend agreement through January 31, 2018. SOCCCD | \$0 | \$1,491,176 |
| В. | SS&K Contractors Irvine Valley College Monument Signs Replacement Project – Construction Services Change Order No. 3 – To extend agreement through February 13, 2018. SOCCCD | \$0 | \$344,500.00 |
| C. | <u>3QC, Inc.</u> ATEP IVC First Building Project – Commissioning Services – Amendment No. 1 – To extend agreement through March 26, 2018. | \$0 | \$116,600 |

Board Meeting Date: January 4, 2018

| Bid # | BID PACKAGE DESCRIPTION | CONTRACTOR | | CONTRACT AMOUNT | Previously Approved COR's | BCO #2 COR Total | REVISED CONTRACT AMOUNT | Previously Approved Time Extension (cal. days) |
|-------|----------------------------|---|-------|--------------------|---------------------------------|---------------------|-------------------------------|---|
| 2066 | | Patriot Contracting & Engineering, Inc. | | \$1,392,088 | \$99,088 | \$0 | \$1,491,176 | 0 |
| | | | TOTAL | 1,392,088 | | | 1,491,176 | |

| COR No. | Date | Description | Requested | Status | Amount | Time Extension |
|------------|----------|---------------------------------|---------------|--------|--------|-------------------|
| 2 | 12/31/17 | 12/31/17 No cost time extension | By Contractor | | 0\$ | 31 |
| | | | | | | |
| ļ | | | | | \$0 | 0 |
| ļ | | | | | \$0 | 0 |
| | | | | | 0\$ | 0 |
| | | | | | | |
| | | TOTAL THIS CHANGE ORDER REQUEST | | | \$0 | 31 |

| South Orange County Community College District Monument Signs Replacement Project at Irvine Valley College Bid No. 337 | Board Change Order No. 3 January 8, 2018 |
|---|---|
|---|---|

| 75 | 344,500.00 | | | 344,500.00 | TOTAL | Woodland Hills, CA 91364 | | |
|---------------------|--------------|---------|------------|--------------|-------|--------------------------|-------------------|-------|
| | | | | | | 21437 Rios St. | | |
| <i>c</i> / | \$344,500.00 | \$0.00 | \$0.00 | \$344,500.00 | | SS&K Contractors | Contractor | 337 |
| L | | | 00.00 | | | | General | |
| days) | AMOUNT | Total | COR's | AMOUNT | | CONTRACTOR | Bid # DESCRIPTION | Bid # |
| Time Extension (cal | CONTRACT | BCO COR | Approved | CONTRACT | | | | |
| Previously Approved | REVISED | | Previously | | | | | |

| COR No. | Date | Description | Requested | Status | Amount | Time Extension |
|------------|-----------|--|------------|----------|--------|-------------------|
| ς | 1/22/2018 | No cost, time extension due to unforeseen conditions: excessive moisture content in existing soil triggered changes in design. | By College | reviewed | 00.0\$ | 30 |
| | | | | | | |
| | | TOTAL THIS CHANGE ORDER REQUEST | | | \$0.00 | 30 |

AMENDMENT No. 1 TO THE COMMISSIONING SERVICES AGREEMENT FOR ATEP IVC FIRST BUILDING PROJECT

December 19, 2017

THIS AMENDMENT shall modify the original agreement dated August 24, 2015 by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and 3QC, Inc., 895 Dove Street, 3rd Floor, Newport Beach, CA 92660 hereinafter referred to as "CONSULTANT."

WHEREAS, Article 11, paragraph 16 of the original agreement provides that this agreement may be amended or modified only by an agreement in writing; and

WHEREAS, the project has extended longer than originally anticipated necessitating the extension of the overall duration of the agreement; and

WHEREAS, the agreement is extended by 91 calendar days for a completion of March 26, 2018.

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

Original Contract Amount: Amendment No. 1:

Revised Contract Amount:

\$ 116,600 \$ 0 \$ 116,600

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

"DISTRICT"

South Orange County Community College District

By:

Brandye K. D'Lena Executive Director Facilities Planning

Date: 12.19.

3QC, Inc. By: _________ Jim Ogden Principal in Charge Date: ________ Date: _______

"CONSULTANT"

- **TO:** Board of Trustees
- **FROM:** Thomas M. Fallo, Interim Chancellor
- **RE:** SOCCCD: Purchase Orders and Checks
- ACTION: Approval

BACKGROUND

In accordance with the provisions of Article 4 of Chapter 8 of the California Education Code, commencing with Sections 85230, purchase orders and checks are submitted for ratification by the Board of Trustees.

<u>STATUS</u>

Purchase orders \$5,000 and above amounting to \$781,099.16 and an additional 343 purchase orders below \$5,000 amounting to \$211,925.77 for a combined total of \$993,024.93 are submitted to the Board of Trustees for ratification. The purchase order list is provided in order of supplier (EXHIBIT A), and in order of amount (EXHIBIT B.)

The district processed 1,391 checks in the amount of \$18,899,920.10 as summarized and submitted for ratification by the Board of Trustees (EXHIBIT C.)

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees ratify the purchase orders and checks in EXHIBIT A through EXHIBIT C.



South Orange County Community College District

993,024.93

Purchase Order Ratification (Supplier)

November 22, 2017-January 3, 2018

| PO | | | |
|---------|--------------------------------------|---|------------|
| | Supplier | Description | Amount |
| P183778 | Advanced Exercise Equipment, Inc. | Fitness equipment for IVC | 6.229.86 |
| P183666 | Albertsons LLC | Grocery cards for Student Equity Program | 11,400.00 |
| P183840 | Allsteel | Cubicles for District Business Services | 15,755.83 |
| | CDW Government LLC | Audio visual equipment for ATEP | 10,355.06 |
| P183846 | Corporate Business Interiors | Labor/Installation of Cubicles for District Business Services | 13,630.38 |
| P183774 | Diversified Business Services | Supplies for IVC Outreach events | 5.977.97 |
| P183775 | Fisher Scientific Company, LLC | Instructional equipment for IVC Life Sciences | 14,775.00 |
| P183876 | Fisher Scientific Company, LLC | Instructional equipment for IVC Biology | 5,264.05 |
| P183769 | Fitness Pro | Fitness equipment for IVC | 6,856.82 |
| P183787 | G/M Business Interiors | Chairs and stools for ATEP | 59,992.01 |
| P183527 | Grace Training Supply | Nursing Lab Kits for SC | 19,216.80 |
| P183870 | Haworth, Inc. | Furniture for ATEP first building | 175,520.77 |
| P183871 | Helmel Engineering Products Inc. | DCC Coordinate Measuring Machine for IVC Engineering | 37,561.13 |
| P183837 | Homewood Suites by Hilton | Lodging for Administration | 8,100.00 |
| P183543 | Johnstone Supply | HVAC building maintenance parts for IVC | 6,920.55 |
| P183839 | Laguna Beach Unified School District | AEBG pass-through funds for FY 2017-2018 | 91,735.00 |
| P183909 | Leica Geosystems Inc. | LIDAR Scanner for ATEP | 17,229.23 |
| P183768 | Matrix Fitness | Fitness equipment for IVC | 6,150.58 |
| P183873 | Oceanside Photo & Telescope | Instructional equipment SC Chemistry | 5,530.58 |
| P183610 | OCTANe | Membership for IVC Biotechnology/Blomedical program | 15,000.00 |
| P183715 | Postmaster | Postage Spring 2018 for SC Community Education | 22,884.16 |
| P183830 | Rapid Scan 3D, Inc. | 3D Scanners for IVC Engineering department | 29,808.00 |
| P183747 | | Instructional equipment for SC Nursing program | 6,440.21 |
| P183585 | S & B Foods | Catering for Spring 2018 SC Professional Development week | 5,000.00 |
| P183884 | Saddleback Golf Cars | Wheelchair accessible cart for SC stadium | 20,192.13 |
| P183789 | Southern California Edison Company | Easement processing fees IVC Barranca project | 10,000.00 |
| P183790 | Southern California Edison Company | Removal of transformer at ATEP | 5,807.34 |
| P183795 | TEquipment | Electrical equipment for ATEP | 116,129.31 |
| P183867 | United Direct Marketing | IVC Community Education Spring 2018 brochure | 9,201.00 |
| P183714 | United Interiors | Ergonomic chairs for SC Administrative Services | 11,462.45 |
| P183718 | Veritiv Operating Company | Custodial equipment for SC | 10,972.94 |
| | | Total Purchase Orders \$5,000 and above | 781,099.16 |
| | | 343 Purchase Orders Under \$5,000 | 211,925.77 |

Total Purchase Orders



South Orange County Community College District

Purchase Order Ratification (Amount)

November 22, 2017 through January 3, 2018

| PO | | | |
|---------|--------------------------------------|---|------------|
| Number | <u>Supplier</u> | Description | Amount |
| P183870 | Haworth, Inc. | Furniture for ATEP first building | 175,520.77 |
| P183795 | TEquipment | Electrical equipment for ATEP | 116,129.31 |
| P183839 | Laguna Beach Unified School District | AEBG pass-through funds for FY 2017-2018 | 91,735.00 |
| P183787 | G/M Business Interiors | Chairs and stools for ATEP | 59,992.01 |
| P183871 | Helmel Engineering Products Inc. | DCC Coordinate Measuring Machine for IVC Engineering | 37,561.13 |
| P183830 | Rapid Scan 3D, Inc. | 3D Scanners for IVC Engineering department | 29,808.00 |
| P183715 | Postmaster | Postage Spring 2018 for SC Community Education | 22,884.16 |
| P183884 | Saddleback Golf Cars | Wheelchair accessible cart for SC stadium | 20,192.13 |
| P183527 | Grace Training Supply | Nursing Lab Kits for SC | 19,216.80 |
| P183909 | Leica Geosystems Inc. | LIDAR Scanner for ATEP | 17,229.23 |
| P183840 | Allsteel | Cubicles for District Business Services | 15,755.83 |
| P183610 | OCTANe | Membership for IVC Biotechnology/Blomedical program | 15,000.00 |
| P183775 | Fisher Scientific Company, LLC | Instructional equipment for IVC Life Sciences | 14,775.00 |
| P183846 | Corporate Business Interiors | Labor/Installation of Cubicles for District Business Services | 13,630.38 |
| P183714 | United Interiors | Ergonomic chairs for SC Administrative Services | 11,462.45 |
| P183666 | Albertsons LLC | Grocery cards for Student Equity Program | 11,400.00 |
| P183718 | Veritiv Operating Company | Custodial equipment for SC | 10,972.94 |
| P183545 | CDW Government LLC | Audio visual equipment for ATEP | 10,355.06 |
| P183789 | Southern California Edison Company | Easement processing fees IVC Barranca project | 10,000.00 |
| P183867 | United Direct Marketing | IVC Community Education Spring 2018 brochure | 9,201.00 |
| P183837 | Homewood Suites by Hilton | Lodging for Administration | 8,100.00 |
| P183543 | Johnstone Supply | HVAC building maintenance parts for IVC | 6,920.55 |
| P183769 | Fitness Pro | Fitness equipment for IVC | 6,856.82 |
| P183747 | Realityworks, Inc. | Instructional equipment for SC Nursing program | 6,440.21 |
| P183778 | Advanced Exercise Equipment, Inc. | Fitness equipment for IVC | 6,229.86 |
| P183768 | Matrix Fitness | Fitness equipment for IVC | 6,150.58 |
| P183774 | Diversified Business Services | Supplies for IVC Outreach events | 5,977.97 |
| P183790 | Southern California Edison Company | Removal of transformer at ATEP | 5,807.34 |
| P183873 | Oceanside Photo & Telescope | Instructional equipment SC Chemistry | 5,530.58 |
| P183876 | Fisher Scientific Company, LLC | Instructional equipment for IVC Biology | 5,264.05 |
| P183585 | S & B Foods | Catering for Spring 2018 SC Professional Development week | 5,000.00 |
| | | Total Purchase Orders \$5,000 and above | 781,099.16 |
| | | 343 Purchase Orders Under \$5,000 | 211,925.77 |

Total Purchase Orders 993,024.93



Check Ratification

November 22, 2017 through January 3, 2018

| Fund | <u>Checks</u> | Amount |
|--------------------------------------|---------------|---------------|
| 01 General Fund | 1,136 | 12,001,529.45 |
| 07 IVC Community Education | 7 | 55,092.97 |
| 09 SC Community Education | 49 | 339,675.60 |
| 12 Child Development | 6 | 1,453.22 |
| 40 Capital Outlay | 91 | 5,921,438.17 |
| 68 Self Insurance | 5 | 50,635.70 |
| 71 Retiree Benefit | 3 | 451,710.09 |
| 95 SC Associated Student Government | 30 | 11,794.76 |
| 96 IVC Associated Student Government | 64 | 66,590.14 |
| Total | 1,391 | 18,899,920.10 |

ITEM: 5.13 DATE: 1/22/18

- **TO:** Board of Trustees
- **FROM:** Thomas M. Fallo, Interim Chancellor
- **RE:** SOCCCD: December 2017 Contracts
- ACTION: Ratification

BACKGROUND

On January 16, 2007, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$88,300 for equipment, supplies and maintenance projects.

<u>STATUS</u>

During December 2017, the Acting Vice Chancellor of Business Services, or appropriate designee, reviewed and approved a total of 124 total contracts, following review by legal counsel, when appropriate.

Contract summaries have been provided for 36 contracts between \$5,000 and \$100,000 (EXHIBIT A), amounting to \$1,677,099.06. For contract values under \$5,000, an additional 69 contracts were processed amounting to \$103,825.16. The contracts combined total value of \$1,780,924.22 are submitted to the Board of Trustees for ratification, along with an additional 19 contracts with zero dollar value (EXHIBIT B).

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees ratify the contracts as presented in EXHIBIT A through EXHIBIT B.



December 2017 Contracts with Values between \$5,000 and \$100,000

CONTRACTOR NAME

CONTRACT AMOUNT

| Coast Vintage Market | \$97,650.00 |
|---|--------------------|
| License to Use Service Agreement (Amend No. 1)- No cost revision to | (Revenue) |
| facility usage. | |
| Saddleback College | |
| Good Time Travel | \$88,000.00 |
| Educational Services Agreement- To provide single day to multi-day | |
| travel trips offered through Community Education Programs from | |
| 1/1/2018 to 6/30/2018. | |
| Saddleback College | |
| Regroup Mass Notification | \$85,680.00 |
| Subscription Agreement – To provide an emergency messaging system | |
| from 1/1/2018 to 12/31/2019. | |
| District Services | |
| Applied Learning Science, LLC | \$85,000.00 |
| Independent Contractor Agreement – To develop an assessment tool to | |
| increase student enrollment and retention in the energy, construction and | |
| utility sector from 11/15/2017 to 10/31/2018. | |
| Irvine Valley College | |
| Code Ninja | \$85,000.00 |
| Independent Contractor Agreement (Amend No. 2) – For additional | |
| software development services of \$20,000.00 for the upgrade of the | |
| Student Information System for a revised contract total of \$85,000.00 and | |
| to extend the term of service from 12/31/2017 to 12/31/2018. | |
| District Services | |
| Optiv Security, Inc. | \$76,472.92 |
| Software License Subscription –Threat prevention software subscriptions | |
| from 1/27/2018 to 7/1/2018. | |
| District Services | *7 0 000 00 |
| <u>Clifton, Larson, & Allen, LLP</u> | \$76,000.00 |
| Professional Services Agreement (Amend No 2) – To provide additional | |
| financial services of \$16,000 for a revised contract total of \$76,000.00. | |
| District Services | ¢70.000.00 |
| Red Canary, Inc. | \$70,000.00 |
| Software License Subscription – To provide advance threat detection | |
| software service from 12/1/17 to 11/30/2018. | |
| District Services | |

| | 1 age 2 01 - |
|--|--|
| Shamrock Solutions | \$58,990.00 |
| Professional Services Agreement – To provide consulting and technical | |
| support services to secure data content inside Image Now from 12/13/17 | |
| to 12/12/2018. | |
| District Services | |
| Rancho Santiago Community College District | \$50,000.00 |
| Grant Sub-Agreement (Amend No. 1) – No cost extension for the Career | (Revenue) |
| and Technical Education (CTE) program development and improvement efforts from 10/31/2017 to 10/31/2019. | |
| Irvine Valley College | |
| LEBA Architects | \$49,000.00 |
| Architectural Services Agreement – To provide professional services in | + , |
| the renovation of the Veterans Center from 11/27/2017 to 5/27/2019. | |
| Saddleback College | |
| South Coast Fire Protection, Inc. | \$40,500.00 |
| Professional Services Agreement – To provide annual fire suppression | φ10,000.00 |
| equipment maintenance, inspection and testing from 8/15/2017 to 6/30/2020. | |
| Saddleback College | |
| GKKWorks | \$40,340.00 |
| Architectural Service Agreement (Amend No. 1) - No cost extension for the Library and SSC Design Concept Development Project from 1/3/2018 to 12/3/2018. | <i>•••••••••••••••••••••••••••••••••••••</i> |
| Cox Business | \$38,400.00 |
| Commercial Service Agreement – Annual renewal for Cox wide area | <i></i> , |
| network (WAN) lines for each college from 11/1/2017 to 10/31/2018. | |
| District Services | |
| PPL, Inc. | \$25,000.00 |
| | φ23,000.00 |
| Professional Services Agreement – To provide consulting services on Human Resource related projects from 10/16/2017 to 12/31/2017. District Services | |
| Altaware, Inc. | \$24,000.00 |
| License Agreement – Annual renewal of ForeScout used to assist internal | · · |
| network security and wireless authentication from 10/9/2017 to 10/8/2018. | |
| Irvine Valley College | |
| United Guard Security, Inc. | \$22,000.00 |
| Independent Contractor Agreement – To provide supplemental security | Ψ ,000.00 |
| services during ATEP construction from 11/13/2017 to 1/6/2018. | |
| District Services | |
| Vital Link of Orange County | \$22,000.00 |
| Independent Contractor Agreement (Amend No. 1) – A no cost extension | ΨΖΖ,000.00 |
| | |
| for payment processing services for the Energy Kit Teacher Training and | |
| Energy Sector Externships from 12/31/2017 to 6/30/2018. | |
| Irvine Valley College | |

| | Fage 5 014 |
|---|---------------|
| iHeartMedia, Inc. | \$21,200.00 |
| Advertising Agreement- For radio advertising to increase enrollment and web traffic from 12/1/2017 to 1/14/2018. | |
| Saddleback College Foundation | |
| PPL, Inc. | \$20,000.00 |
| Professional Services Agreement – To provided consulting services to the Interim Chancellor and Board of Trustees in the Chancellor search | |
| and hiring from 10/16/2017 to 12/31/2017. District Services | |
| Dunkel Brothers Machinery Moving, Inc. | \$14,800.00 |
| Independent Contractor Agreement – To provide specialized equipment moving services for the ATEP IVC First Building Project from 12/1/2017 to 1/12/2018. | , |
| District Services | |
| Industrial Technical Services Field Service Agreement – Annual maintenance service for variable frequency drives used in heating, ventilation, and air conditioning (HVAC) motors from 12/1/2017 to 6/30/2018. | \$14,500.00 |
| Saddleback College | |
| <u>UCLA Conference Center</u> Facility Use and Conference Agreement – For the Academic Senate to attend the Great Teachers Seminar, a professional development workshop, from 1/10/2018 to 1/12/2018. | \$14,100.00 |
| Saddleback College | |
| <u>Commercial Aquatic Services, Inc</u> . Field Service Agreement – To provide after-hours, swimming pool, service repairs from 10/9/2017 to 6/30/2020. Saddleback College | \$13,500.00 |
| Adrenalin Sports Apparel | \$12,500.00 |
| Independent Contractor Agreement (Amend No. 1) – To provide additional services of \$5,500.00 for embroidery and printing of sports apparel for multiple athletic teams for a total revised contract total of \$12,500.00. Irvine Valley College | ÷ · _ ,000.00 |
| Technology Integration Group | \$11,510.00 |
| Software License Agreement – To renew the KACE software and hardware to be used by Technology Services for users to submit work order tickets from 12/31/2016 to 10/15/2018. | |
| Irvine Valley College | |
| <u>Charitable Trust Administrators</u> Consulting Services Agreement - To provide measurable planned giving services from 10/1/2017 to 7/31/2018. | \$10,000.00 |
| Saddleback College Foundation | |
| | |

| Southern California Edison | \$10,000.00 |
|--|-------------|
| Process Fee Request - Processing fee for the Easement Grant Out | |
| Request for the IVC Landscape Easement Project from 12/25/2017- | |
| 12/24/2022. | |
| District Services | |
| IMRON Corporation | \$8,500.00 |
| Software Maintenance Agreement – An annual maintenance agreement | |
| for the access control system from 1/1/2018 to 12/31/2018. | |
| Saddleback College | |
| | ¢7,020,00 |
| ePlus Technology, Inc. | \$7,030.00 |
| Software License Subscription – For annual renewal of the Artico Intelligent | |
| Archive Appliance used for security camera video storage from 1/1/2018 | |
| to 12/31/2018. | |
| Saddleback College | |
| Yosemite Community College District | \$6,250.00 |
| Instructional Agreement- For college to implement the Child Development | (Revenue) |
| Training Consortium Program to local community from 9/1/2017 to | |
| 6/30/2018. | |
| Saddleback College | |
| Dougherty & Dougherty | \$5,900.00 |
| Architectural Services Agreement – To provide design services for the | |
| Life Sciences Building from 11/1/2017 to 3/31/2018. | |
| Irvine Valley College | |
| Autoclave Repair Specialist | \$5,716.64 |
| Field Service Agreement – To provide preventive maintenance services | |
| for two autoclaves used by the Biology department between 12/1/2017 | |
| and 6/30/2019. | |
| Saddleback College | |
| Power Plus | \$5,460.00 |
| Field Service Agreement – To replace temporary power poles at ATEP | |
| from 11/9/2017 to 12/8/2017. | |
| District Services | |
| Environmental Systems Research Institute, Inc. | \$5,387.50 |
| Software Subscription Agreement – To renew the mapping software | |
| license for use in the Geography department from 11/15/2017 to | |
| 10/15/2018. | |
| Irvine Valley College | |
| Ed Durst | \$5,000.00 |
| Professional Services Agreement - To provide design, construction | |
| oversight and testing of the track timing system from 10/23/2017 to | |
| 3/31/2019. | |
| District Services | |



CONTRACTOR NAME

December 2017 Contracts with Values of \$0

CONTRACT AMOUNT

| St. Kilian Catholic Church | \$0.00 |
|--|--------|
| Facility Use Agreement - To provide a location for Emeritus classes fro | om |
| 1/16/2018 to 5/23/2018. | |
| Saddleback Coll | ege |
| The Regency | \$0.00 |
| Facility Use Agreement – To provide a location for Emeritus classes from | om |
| 1/16/2018 to 5/23/2018. | |
| Saddleback Coll | ege |
| The Covington | \$0.00 |
| Facility Use Agreement – To provide a location for Emeritus classes from | om |
| 1/16/2018 to 5/23/2018. | |
| Saddleback Coll | ege |
| California State University at Stanislaus | \$0.00 |
| Facility Use Agreement – To provide a location for the men's basketba | ll |
| team to practice from 12/6/2017 to 12/8/2017. | |
| Saddleback Coll | ege |
| Norman P. Murray Community & Senior Center | \$0.00 |
| Facility Use Agreement – To provide a location for Emeritus classes from | om |
| 1/16/2018 to 5/23/2018. | |
| Saddleback Coll | ege |
| Norman P. Murray Community & Senior Center | \$0.00 |
| Facility Use Agreement – To provide a location for an Emeritus Institut | e |
| Estate Planning and fundraising event on 1/25/2018. | |
| Saddleback Coll | ege |
| Dorothy Visser Senior Center of San Clemente | \$0.00 |
| Facility Use Agreement – To provide a location for Emeritus classes from | om |
| 1/16/2018 to 5/23/2018. | |
| Saddleback Coll | ege |
| Orange County SPCA | \$0.00 |
| Independent Contractor Agreement – To provide therapy dogs for | |
| students during finals week from 12/1/2017 to 6/30/2018. | |
| Saddleback Coll | ege |
| Rancho Santiago Community College District | \$0.00 |
| Memorandum of Understanding (Amend No. 1) - No cost amendment | to |
| update supplier address for Hair California Beauty/ Beauty Academy H | lair |
| cosmetology courses located in RSCCD service area. | |
| Saddleback Coll | ege |
| | |

| | Page 1 of 1 |
|--|-------------|
| Irvine Unified School District | \$0.00 |
| Memorandum of Understanding – To develop and implement a College | |
| Physics course offering at the Irvine Unified School District for qualified | |
| high school students from 1/17/2017 to 5/23/2018. | |
| Irvine Valley College | |
| J. Edwin McCormick | \$0.00 |
| Professional Services Agreement – No cost, guest artist to perform in the | |
| musical, Assassins, from 11/20/2017 to 12/11/2017. | |
| Saddleback College | |
| MemorialCare Surgical Center Laguna Niguel | \$0.00 |
| Clinical Affiliation Agreement - To provide clinical experiences for nursing | |
| students from 12/1/2017 to 11/30/2022. | |
| Saddleback College | |
| Foundation for California Community Colleges | \$0.00 |
| Memorandum of Understanding – To participate in a pilot for Work- | |
| Based-Learning (WBL) funded by the Los Angeles/Orange County | |
| Regional Consortia from 10/1/2017 to 6/30/2019. | |
| Saddleback College | |
| Foundation for California Community Colleges | \$0.00 |
| Memorandum of Understanding – To participate in a pilot for Work- | |
| Based-Learning (WBL) funded by the Los Angeles/Orange County | |
| Regional Consortia from 10/1/2017 to 6/30/2019. | |
| Irvine Valley College | |
| Riverside County Film Commission | \$0.00 |
| Filming Permit Application – To provide permission to film students for | |
| use of the Riverside Animal Shelter from 10/27/2017 to 10/30/2017. | |
| Saddleback College | |
| Tustin Unified School District- | \$0.00 |
| Memorandum of Understanding – To establish an academic plan for | |
| eligible students from Beckman High School to enroll in IVC courses from | |
| 8/21/2017 to 5/22/2019. | |
| Irvine Valley College | |
| Wayfinders | \$0.00 |
| Clinical Affiliation Agreement – To provide internships for students in the | |
| mental health field from 11/1/2017 to 10/31/2022. | |
| Saddleback College | |
| Vanderbilt University | \$0.00 |
| Clinical Affiliation Agreement - To provide clinical experiences for nursing | |
| students from 11/3/2017 to 11/2/2022. | |
| Saddleback College | |
| St. Joseph Health/Mission Hospital | \$0.00 |
| Facility Use Agreement – To provide a training location site for the Foster | |
| and Kinship Care Education Program from 1/1/2018 to 6/30/2018. | |
| | |

EXHIBIT B

| то: | Board of Trustees |
|---------|--|
| FROM: | Thomas M. Fallo, Interim Chancellor |
| RE: | SOCCCD: CCCT Board of Directors Nomination |
| ACTION: | Approval |

BACKGROUND

The California Community College Trustees (CCCT) was conceived with the idea that all community college trustees in California, joined together in one organization, could successfully work to preserve and improve California's quality, community-based, locally-governed colleges. The CCCT Board of Directors consists of twenty-one members, including a non-voting Student Trustee Director, and meets five times a year.

<u>STATUS</u>

From January 1 through February 15, 2018, nominations for membership on the CCCT Board of Directors will be accepted in the League office. Nominations are to be made by each District Board of Trustees who are members of CCCT, and each District may nominate only members of its board. Each nominee must have consented to be nominated, and only one Trustee per District may serve on the Board. During the election period between March 10 and April 25, 2018, each member District will have one vote for each vacancy on the CCCT board who will serve three-year terms. For 2018, five (5) persons will be elected to the board; three incumbents are eligible to run for re-election, and two seats are vacant due to trustees that have reached their three term limit. The newly elected members of the Board will assume their responsibilities at the conclusion of the annual conference on May 6, 2018, and the President of the CCCT board will administer the Oath of Office at the June 22-23, 2018 meeting in Sacramento.

RECOMMENDATION

It is recommended that the Board of Trustees determine if they wish to make any nominations for membership on the CCCT Board of Directors, and, if so, approve the nomination(s) for transmittal to the CCCT office as shown in Exhibit A.

| Date: | December 6, 2017 |
|----------|---|
| То: | California Community College Trustees California Community College Chancellors/Superintendents |
| From: | Larry Galizio, President & CEO, Community College League of California |
| Subject: | CCCT Board Election - 2018 |

The California Community College Trustees (CCCT) board serves a major role within the Community College League of California. Meeting five times a year, the twenty-one member board provides leadership and direction to ensure a strong voice for locally elected governing board members.

Nominations for membership on the CCCT board will be accepted from **January 1 through February 15, 2018**. Nominations are to be made by member district boards of trustees, and each district may nominate only members of its own board.

Each nominee must be a local community college district trustee (other than the student trustee) and must have consented to the nomination. Only one trustee per district may serve on the board.

An official Biographical Sketch Form and Statement of Candidacy **<u>must</u>** accompany the Nomination Form mailed to the League office, and <u>please use only these forms</u>. Although not required, it is recommended that nomination materials be sent via certified mail, return receipt requested. Faxed and/or electronically mailed materials will **<u>not</u>** be accepted.

The election of members of the CCCT board will take place between March 10 and April 25, 2018. Each member district board of trustees will have one vote for each open seat on the CCCT board. CCCT board members are elected for three-year terms. No CCCT board member shall serve more than three (3) full terms consecutively.

For 2018, five (5) persons will be elected to the CCCT board. There are three (3) incumbents eligible to run for re-election and two vacancies due to trustees that have reached their three term limit.

Election results will be announced at the CCCT annual conference in May. The newly elected members of the board will assume their responsibilities at the conclusion of the annual conference (May 6, 2018), and the President of the CCCT board will administer the Oath of Office at the June 22-23, 2018 meeting in Sacramento.

If you have any questions about the CCCT board election process, please contact Judy Centlivre (916-444-8641 or jcentlivre@ccleague.org) at the League office.

Attachments: (mailed only to CCC Chancellors/Superintendents) Official Nominating Form Official Biographical Sketch Form Official Statement of Candidacy CCCT Board Roster CCCT Terms



Must be returned to the League office **postmarked no later than February 15, 2018,** along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted**.

Mail to: CCCT Board Nominations Community College League of California 2017 ''O'' Street Sacramento, CA 95811

| The governing board of the | Community |
|-------------------------------|-----------|
| College District nominates | to be a |
| candidate for the CCCT Board. | |
| | |

| This nominee is a member of the | _ Community |
|---|---------------|
| College District governing board, which is a member in good standing of the Community Coll | ege League of |
| California. The nominee has been contacted and has given permission to be placed into nomin | nation. |
| Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our not | minee. |

Signature of Clerk or Secretary of Governing Board

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2018,** along with the nomination form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted**.

| PERSONAL | | |
|--|---|-----|
| Name: | Date: | |
| Address: | | |
| City: | Zip: | |
| Phone: | (office) | |
| E-Mail: | | |
| EDUCATION | | |
| Certificates/Degrees: | | |
| <u> </u> | | |
| | | |
| PROFESSIONAL EXPERIENCE | | |
| Present Occupation: | | |
| | | |
| Other: | | |
| | | |
| | | |
| | | |
| COMMUNITY COLLEGE ACTIVITIES | | |
| College District Where Board Member: | | |
| Years of Service on Local Board: | | |
| Offices and Committee Memberships Held on | Local Board: | |
| | | |
| | | |
| State Activities (CCCT and other organization Chancellor's Committees, etc | s boards, committees, workshop presente | er; |

National Activities (ACCT and other organizations, boards, committees, etc.):

<u>CIVIC AND COMMUNITY ACTIVITIES</u>

OTHER

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2018 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: _____ DATE: _____

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)



CALIFORNIA COMMUNITY COLLEGE TRUSTEES 2017-18 BOARD ROSTER

SALLY BIGGIN Redwoods CCD

STEPHEN BLUM Ventura County CCD

KENNETH BROWN El Camino CCD

LAURA CASAS Foothill DeAnza CCD

STEPHAN CASTELLANOS 2nd Vice President San Joaquin Delta CCD

> JANET CHANIOT Mendocino-Lake CCD

JESSICA CISNEROS Student Member Contra Costa CCD

DON EDGAR Sonoma County CCD

MARY FIGUEROA Riverside CCD

ADRIENNE GREY 1st Vice President West Valley-Mission CCD

DON EDGAR Sonoma County CCD

> JERRY HART Imperial CCD

BRENT HASTEY Yuba CCD PAMELA HAYNES Los Rios CCD

ANDRA HOFFMAN Los Angeles CCD

LOUISE JAFFE Santa Monica CCD

SUSAN KEITH Citrus CCD

JIM MORENO President-Elect Coast CCD

DOUGLAS OTTO Immediate, Past-President Long Beach CCD

> MARISA PEREZ Cerritos CCD

ANN RANSFORD President Glendale CCD

LOREN STECK Monterey Peninsula CCD

> LINDA WAH Pasadena CCD
EXHIBIT A Page 7 of 7

CCCT BOARD TERMS (2018-2020)

| <u>Election</u> | <u>Seat</u> | <u>First</u> <u>Elected/Appointed</u> | <u>Next</u> Election | <u>Terms Left for</u> Incumbent | |
|--|--------------|--|-------------------------|------------------------------------|--|
| | | | | | |
| | Chaniot* | 2009 | 2018 | 0 | |
| 8 | Edgar | 2015 | 2018 | 2 | |
| 2018 | Hastey | 2015 | 2018 | 2 | |
| 7 | Otto* | 2009 | 2018 | 0 | |
| | Ransford | 2012 | 2018 | 1 | |
| | Wah | 2013 | 2019 | 1 | |
| | Biggin | 2013 | 2019 | 1 | |
| 6 | Hart* | 2010 | 2019 | 0 | |
| 2019 | Jaffe* | 2009 | 2019 | 0 | |
| 7 | Keith | 2013 | 2019 | 1 | |
| | Brown | 2016 | 2019 | 2 | |
| | Figueroa | 2016 | 2019 | 2 | |
| | Blum | 2014 | 2020 | 1 | |
| | Casas* | 2011 | 2020 | 0 | |
| | Castellanos* | 2011 | 2020 | 0 | |
| 0 | Grey | 2014 | 2020 | 1 | |
| 2020 | Haynes | 2014 | 2020 | 1 | |
| 2 | Hoffman | 2016 | 2020 | 2 | |
| | Moreno* | 2011 | 2020 | 0 | |
| | Perez | 2017 | 2020 | 2 | |
| | Steck | 2017 | 2020 | 2 | |
| * Board member is unable to seek reelection due to three-term limit. | | | | | |

ITEM: 6.2 DATE: 1/22/18

| TO: | Board of Trustees |
|---------|---|
| FROM: | Thomas M. Fallo, Interim Chancellor |
| RE: | SOCCCD: Academic Year 2018-2019 Non-Resident Tuition Fees |
| ACTION: | Approval |

BACKGROUND

The California Education Code, Section 76140, requires each community college district of the state to establish a non-resident tuition fee for the succeeding fiscal year no later than February 1 of the current fiscal year. This rate is based on the expense of education per FTES for the previous fiscal year, modified by the projected increase in the U.S. Consumer Price Index. The current fiscal year non-resident tuition fee is \$256 per unit.

Pursuant to Education Code Section 76141, a district **may** also charge nonresident students a capital outlay fee. Revenue derived from this fee shall be expended for purposes of capital outlay, maintenance, and equipment. The current fiscal year capital outlay fee is \$74 per semester unit.

In addition to the non-resident tuition fee, Chapter 170, Statutes of 1992, also added Education Code Section 76142, which authorized districts to charge non-resident applicants who are both citizens and residents of a foreign country a processing fee. The current fiscal year application fee is \$54.

<u>STATUS</u>

The District rate for the 2018-2019 academic year may be established under one of seven prescribed options as shown in the Non-Resident Tuition Fee Worksheet (EXHIBIT A). The statewide rate, representing the average statewide projected cost of education students is \$258 per semester unit; and the calculated District rate is \$243 per semester unit. The additional amount for capital outlay that can be levied under ECS 76141 is \$47 per semester unit. The actual document processing application fee has been calculated at \$64 as shown in EXHIBIT A.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt a 2018-2019 academic year non-resident tuition fee of \$258 per semester unit based on the "Statewide Average" option. It is further recommended to decrease the capital outlay fee authorized by ECS 76141 to \$30 per semester unit rate to remain competitive with neighboring districts, and maintain the current \$54 per semester application fee as authorized by ECS 76142.

Item Submitted By: Dr. Jim Buysse, Acting Vice Chancellor, Business Services

California Community Colleges

2018-19 NONRESIDENT FEES WORKSHEET

| | 2018-19 NONRESIDENT TUITION FEE (EC 76140) | (Col. 1) Statewide | (Col. 2) District | (<i>Col. 3</i>) 10% or More Noncredit FTES |
|----|--|---------------------------------|------------------------|--|
| Α. | Expense of Education for Base Year (2016-17 CCFS 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3) | <u>\$8,691,115,474</u> | \$ <u>203,171,57</u> 6 | \$ |
| В. | Annual Attendance FTES (Recal 2016-17) | <u>1,173,780</u> | <u>29,117</u> | |
| C. | Average Expense of Education per FTES (A \div B) | <u>\$7,404</u> | <u>\$6,978</u> | \$ |
| D. | U.S. Consumer Price Index Factor (2 years) | x <u>1.046</u> | <u>x 1.046</u> | <u>x 1.046</u> |
| Ε. | Average Cost per FTES for Tuition Year (C x D) | <u>\$7,745</u> | \$7,299 | \$ |
| F. | Average Per Unit Nonresident Cost – Semester (Qtr) | \$ <u>258 (</u> \$ <u>172</u>) | <u>\$ 243</u> | \$ |
| G. | Highest year Statewide average – Semester (<i>Qtr</i>) | \$ <u>258 (</u> \$ <u>172</u>) | <u>\$ 258</u> | \$ |
| н. | Comparable 12 state average – Semester (Qtr) | \$ <u>424</u> (\$ <u>283</u>) | <u>\$ 424</u> | \$ |

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 1 THROUGH 7

Annual Attendance FTES includes all student contact hours of attendance in credit and noncredit courses for resident and nonresident students; Round tuition fee to the nearest dollar.

Column 3 is an option for use by a district with ten percent or more noncredit FTES (Section 76140(e)(1)(A)). If your district qualifies, then fill out this column with noncredit FTES and noncredit expense of education data excluded.

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 6 OR 7

Option 6. The greater amount of the calculations of statewide nonresident tuition for 2013-14 through 2016-17 is \$258 per semester unit or \$172 per quarter unit (2016-17).

Option 7. The average of the nonresident tuition fees of public community colleges in 2016-17 of no less than 12 states comparable to California in cost of living is \$424 per semester unit or \$283 per quarter unit.

Requirement for Use of Option 6 or 7: The additional revenue generated by the increased nonresident tuition permitted under options 6 or 7 shall be used to expand and enhance services to resident students (*EC 76140(e)(2)*). Districts meeting one or more criteria below shall be considered in compliance with the requirements of EC 76140(e)(2). Please check all that apply:



Revenue from nonresident tuition was less than 5% of total general fund revenue.

Actual resident FTES was greater than funded resident FTES.

Percent expenditures for counseling and student services were greater than statewide average (AC 6300 plus 6400 divided by AC 0100-6700, Cols. 1-3).

Percent expenditures for instructional services were greater than statewide average (AC 0100-5900 divided by AC 0100-6700, Cols. 1-3. The district governing board at its <u>January 22, 2018</u> meeting adopted a <u>nonresident tuition fee</u> of <u>\$258</u> per semester unit.

Basis for adoption is (*place an X in <u>one</u> box only*).

X 1. Statewide average cost, per column 1.

- 2. District average cost, per column 2.
 - 3. District average cost with 10% or more noncredit FTES, per column 3.
 - 4. Contiguous district. ______. (Specify district and its fee).
 - 5. No more than district average cost (Col. 2 or 3); no less than statewide average cost.
 - 6. Statewide average cost, from 2016-17 (\$258 per semester unit; \$172 per quarter unit).
 - 7. No more than average tuition of 12 states with cost of living comparable to California.

NONRESIDENT CAPITAL OUTLAY FEE (EC 76141)

For districts electing to charge a **capital outlay fee** to <u>**anv**</u> nonresident student, please compute this fee as follows:

- a. Capital Outlay expense for 2016-17 \$41,103,705
- b. FTES for 2016-17 29,117
- c. Capital outlay expense per FTES (line a divided by line b) \$1,412
- d. Capital Outlay Fee per unit:
 - 1. Per semester unit (line c divided by 30 units) <u>\$47</u>

- 2. Per quarter unit (line c divided by 45 units)
- e. 2018-19 Nonresident Student Capital Outlay Fee (not to exceed the lesser of line d OR 50%

of adopted 2018-19 Nonresident Tuition Fee) \$30

The district governing board at its <u>January 22, 2018</u> meeting adopted a <u>nonresident capital outlay</u> <u>fee of \$30</u> per semester unit.

Upon adoption of nonresident tuition and/or capital outlay fees by your district governing board by February 1, 2018, please submit a copy of this report by *February 15, 2018* to:

California Community Colleges Chancellor's Office Fiscal Services Unit (attn. Michael Yarber) 1102 Q Street, Sacramento, CA 95811-6549 FAX (916) 323-8245

District: <u>South Orange County Community College District</u> Contact Person: <u>Jim Buysse</u> Phone Number & email: <u>949-582-4664/ jbuysse@socccd.edu</u>

2018/19 Capital Outlay Fee Calculation * E.C.S. 76142

| A. Total Capital Outlay 2016-2017 | \$ | 41,103,705 | | |
|---|----|------------|--|--|
| B. FTES for 2016-2017 | | 29,117 | | |
| C. Capital Outlay expense per FTES (A / B) | \$ | 1,412 | | |
| D. Calculated 2018/19 Capital Outlay Fee, per unit (C / 30) | \$ | 47 | | |
| E. Capital Outlay Fee, per unit Recommended ** | \$ | 30 | | |
| 2018/19 Application Fee Calculation E.C.S. 76142 | | | | |
| A. Admissions & Records Operating Expense for 2016/17 (per CCFS-311, A.C. 6200) | \$ | 3,737,232 | | |
| B. FTES for 2016-2017 | | 29,117 | | |
| C. Student cost per academic year (A / B) | \$ | 128 | | |
| D. Calculated 2018/19 Application fee, per semester (C / 2) | \$ | 64 | | |
| E. Application fee, per semester Recommended | \$ | 54 | | |

Comparison of Non-Resident Fees

| | 2 | <u>015-2016</u> | 2 | <u>2016-2017</u> | <u>2</u> | <u>017-2018</u> | <u>2</u> (| <u>)18-2019**</u> |
|----------------------|----|-----------------|----|------------------|----------|-----------------|------------|-------------------|
| Non-Resident Tuition | \$ | 200 | \$ | 211 | \$ | 256 | \$ | 258 |
| Capital Outlay Fee | \$ | 42 | \$ | 65 | \$ | 74 | \$ | 30 |
| Application Fee | \$ | 54 | \$ | 54 | \$ | 54 | \$ | 54 |

* This portion of the Ed Code was amended by AB 947 (Chapter 377, statutes of 2009) to now charge this capital outlay fee to <u>ANY</u> nonresident student - <u>except</u> for "AB 540" students, who will continue to be exempt from this fee. AB 947 deleted the condition that a nonresident student capital fee will be charged <u>only</u> to nonresidents that were citizens and residents of a foreign country.

** SUGGESTED 2018/19 FEES

ITEM: 6.3 DATE: 1/22/18

TO: Board of Trustees

FROM: Thomas M. Fallo, Interim Chancellor

RE: SOCCCD: Advanced Technology and Education Park (ATEP) IVC First Building and ATEP Utilities and Infrastructure Phase I Projects, Construction Management Services Agreement, Amendment No. 1, Balfour Beatty Construction

ACTION: Approval

BACKGROUND

On March 28, 2016, the Board of Trustees approved a Construction Management Services agreement with Balfour Beatty Construction for the ATEP IVC First Building and ATEP Utilities and Infrastructure Phase I projects in the amount of \$1,151,310. The original agreement provided for an amendment of the contract terms by mutual consent of both parties.

<u>STATUS</u>

Permanent power to the ATEP IVC First Building is delayed. Staff recommends approval of Amendment No. 1 (EXHIBIT A) to extend construction management services with a new completion date of March 31, 2018 for the amount of \$159,354, and a revised contract total of \$1,310,664.

Basic aid funds for these services are available within the approved project budgets of \$7,000,000 and \$26,500,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve Amendment No. 1 (EXHIBIT A) with Balfour Beatty Construction for the ATEP IVC First Building and ATEP Utilities and Infrastructure Phase I projects, to extend construction management services with a new completion date of March 31, 2018, in the amount of \$159,354 for a revised contract total of \$1,310,664.

AMENDMENT No. 1 TO THE CONSTRUCTION MANAGEMENT SERVICES AGREEMENT FOR BARRANCA ENTRANCE PROJECT, IVC FIRST BUILDING PROJECT AND ATEP UTILITIES AND INFRASTRUCTURE PROJECTS

January 22, 2018

THIS AMENDMENT shall modify the original agreement dated March 28, 2016 by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Balfour Beatty Construction, LLC, 1501Quail Street, Suite 130, Newport Beach, CA 92660 hereinafter referred to as "VENDOR."

WHEREAS, Article 11, paragraph 16 of the original agreement provides that this agreement may be amended or modified only by an agreement in writing; and

WHEREAS, Article 6.1 establishes the compensation of the agreement at a total contract value of \$1,151,310; and

WHEREAS, the project is encountering delays due to Public Utilities delivering their services to the campus, causing an overall delay to the ATEP projects, and necessitating an extension of services through March 31, 2018 for a value of \$120,354;and

WHEREAS, the ATEP Utilities and Infrastructure project requires additional scope of a thorough schedule analysis due to time impact analysis submitted by the General Contractor for a value of \$39,000,

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

Provide construction management and schedule review services through March 31, 2018 for an additional cost of \$159,354.

Original Contract Amount: Amendment No. 1: \$ 1,151,310 \$ 159,354 Revised Contract Amount: \$1,310,664

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

"DISTRICT" South Orange County Community College District "VENDOR" Balfour Beatty Construction, LLC

By:

Dr. Jim Buysse Acting Vice Chancellor, Business Services

By: Swreyh Rayana

Suresh Rayana Senior Vice President

Date: 12/19/2017

Date: _____

- **TO:** Board of Trustees
- **FROM:** Thomas M. Fallo, Interim Chancellor
- **RE:** SOCCCD: Saddleback College TV Station Installation Project, Award of Bid No. 2068, Patriot Contracting and Engineering, Inc.
- **ACTION:** Approval

BACKGROUND

The Saddleback College TV station equipment is outdated. The College has determined a need to upgrade the existing TV station with equipment and acoustical improvements that meet current program requirements and support improved technology.

<u>STATUS</u>

On October 3 and 10, 2017, SOCCCD ran a newspaper advertisement requesting bids for the Saddleback College TV Station Installation project. The request for bids was also posted on the district's web site. Three bids were received on November 16, 2017 (EXHIBIT A). The lowest responsive, responsible bid was submitted by Patriot Contracting and Engineering, Inc., in the amount of \$2,193,000. College staff has reviewed the bids and recommends approval.

Funds are available in the Saddleback College general fund.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees award Bid No. 2068, Saddleback College TV Station Installation project and approve the agreement (EXHIBIT B) with Patriot Contracting and Engineering, Inc., in the amount of \$2,193,000.

Bid No. 2068 TV Station Installation Project Saddleback College South Orange County Community College District

January 22, 2018

| CONTRACTOR | LOCATION | <u>AMOUNT</u> |
|---|-----------------|----------------|
| *Patriot Construction & Engineering, Inc. | Yorba Linda, CA | \$2,193,000.00 |
| Seawest Enterprises, Inc. | San Dimas, CA | \$2,370,000.00 |
| PLYCO Corporation | Mira Loma, CA | \$2,555,000.00 |

*Recommended Award

AGREEMENT – CONSTRUCTION SERVICES, TV STATION INSTALLATION PROJECT, SADDLEBACK COLLEGE

THIS AGREEMENT, dated the <u>22</u> day of <u>January</u>, <u>2018</u>, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and <u>Patriot Contracting and Engineering</u>, Inc. 22601 La Palma Avenue, Suite 100, Yorba Linda, CA 92887, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as <u>TV Installation Project</u> according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, all prequalification forms submitted pursuant to Public Contract Code Section 20651.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of Two Million One Hundred and Ninety Three Thousand Dollars (\$2,193,000).

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within <u>One Hundred Fifty Days (150</u>) consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence**. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of

actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of <u>One Thousand</u> Dollars(\$<u>1,000</u>) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

6. Termination for Cause or Non-appropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

7. Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

(i) Cease operations as directed by DISTRICT in the notice;

(ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and

(iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

8. Hold Harmless and Indemnification. Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the

Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and CONTRACTOR'S subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material supplier of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The CONTRACTOR'S and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than

\$2,000,000

| Subcontractors of every tier | \$1,000,000 |
|--|-------------|
| and | |
| Subject to the same limit for each person on account of one accident, in an amount not less than | \$2,000,000 |
| Subcontractors of every tier | \$1,000,000 |
| Property Damage Insurance in an amount not less than | \$2,000,000 |
| Subcontractors of every tier | \$1,000,000 |
| Course of Construction Insurance without exclusion or limitation in an | |
| amount not less than | \$2,000,000 |
| Excess Liability Insurance (Contractor only) | \$2,000,000 |

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Waiver of Subrogation

Contractor waives (to the extent permitted by law) any right to recover against the District, and its respective elected officials, officers, employees, agents, and representatives for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

Additional Insured Endorsement Requirements.

The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Subcontractors shall name the Contractor, the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. The Additional Insured Endorsement included on all such

insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

11. Prevailing Wages. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (1) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and (2) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of <u>California</u>, and that <u>Richard Wolfinger</u>, whose title is <u>President</u>, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

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

CONTRACTOR

DISTRICT

By:____

Richard Wolfinger President

email: rich@patriotinc.us

By: _____ Dr. James Buysse Acting Vice Chancellor, Business Services

email: jbuysse@socccd.edu

CONTRACTOR'S License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR, if corporation)

TV Station Installation Project Saddleback College Patriot Contracting and Engineering, Inc.

ITEM: 6.5 DATE: 1/22/18

- **TO:** Board of Trustees
- **FROM:** Thomas M. Fallo, Interim Chancellor
- **RE:** SOCCCD: Saddleback College Marquees and Landscape Project, Award of Bid No. 2069, Patriot Contracting and Engineering, Inc.
- **ACTION:** Approval

BACKGROUND

On June 27, 2016 the Board of Trustees approved the architectural/ engineering agreement with HPI Architecture for the Saddleback College Marquees and Landscape project in the amount of \$125,320.

<u>STATUS</u>

On October 24 and 31, 2017, SOCCCD ran a newspaper advertisement requesting bids for the Saddleback College Marquees and Landscape project. The request for bids was also posted on the District's web site. Two bids were received on November 30, 2017 (EXHIBIT A). The lowest responsive, responsible bid was submitted by Patriot Contracting and Engineering, Inc., in the amount of \$1,939,000. Staff has reviewed the bids with legal counsel and recommends approval.

Funds are available in the Saddleback College general fund.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees award Bid No. 2069, Saddleback College Marquees and Landscape project and approve the agreement (EXHIBIT B) with Patriot Contracting and Engineering, Inc., in the amount of \$1,939,000.

Bid No. 2069 Landscape and Marquees Project Saddleback College South Orange County Community College District

January 22, 2018

| CONTRACTOR | LOCATION | <u>AMOUNT</u> |
|---|-----------------|----------------|
| *Patriot Construction & Engineering, Inc. | Yorba Linda, CA | \$1,939,000.00 |
| Environmental Construction, Inc. | Riverside, CA | \$1,985,895.00 |

*Recommended Award

AGREEMENT – CONSTRUCTION SERVICES, LANDSCAPE AND MARQUEES PROJECT, SADDLEBACK COLLEGE

THIS AGREEMENT, dated the <u>22</u> day of <u>January</u>, <u>2018</u>, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and <u>Patriot Contracting and Engineering</u>, Inc., <u>22601 La Palma Avenue</u>, <u>Suite 100</u>, <u>Yorba Linda</u>, <u>CA 92887</u>, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as Landscape and Marquees Project according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, all prequalification forms submitted pursuant to Public Contract Code Section 20651.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of <u>One Million Nine Hundred and Thirty Nine Thousand</u> Dollars (\$1,939,000.00).

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within <u>Seventy Five (75)</u> consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence**. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of <u>One Thousand Dollars (\$1,000.00</u>) for

each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

6. Termination for Cause or Non-appropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

7. Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

(i) Cease operations as directed by DISTRICT in the notice;

(ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and

(iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

8. Hold Harmless and Indemnification. Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and CONTRACTOR'S subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material supplier of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The CONTRACTOR'S and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

| Public Liability Insurance for injuries including accidental death, to any one | |
|---|-------------|
| person in an amount not less than | \$2,000,000 |
| Subcontractors of every tier | \$1,000,000 |
| and | |
| Subject to the same limit for each person on | |

account of one accident,

| in an amount not less than | \$2,000,000 |
|--|-------------|
| Subcontractors of every tier | \$1,000,000 |
| Property Damage Insurance in an amount not less than | \$2,000,000 |
| Subcontractors of every tier | \$1,000,000 |
| Course of Construction Insurance without exclusion or limitation in an amount not less than | \$2,000,000 |
| Excess Liability Insurance (Contractor only) | \$2,000,000 |

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Waiver of Subrogation

Contractor waives (to the extent permitted by law) any right to recover against the District, and its respective elected officials, officers, employees, agents, and representatives for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

Additional Insured Endorsement Requirements.

The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Subcontractors shall name the Contractor, the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

11. Prevailing Wages. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (1) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and (2) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of <u>California</u>, and that <u>Richard Wolfinger</u>, whose title is <u>President</u>, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

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

DISTRICT

CONTRACTOR

By:

By: ____

Landscape and Marquees Project Saddleback College Patriot Contracting & Engineering, Inc. Dr. Jim Buysse Acting Vice Chancellor, Business Services

jbuysse@socccd.edu

Email

Signature

<u>Richard Wolfinger</u> Print Name

Title

Email

CONTRACTOR'S License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR, if corporation)

- TO: Board of Trustees
- **FROM:** Thomas M. Fallo, Interim Chancellor
- **RE:** SOCCCD: Saddleback College Public Relations/ Advertising Consulting Services for Orange County Strong Workforce Program, Interact Communications, Inc.
- **ACTION:** Approval

BACKGROUND

The California Community College Chancellor's Office (CCCCO) is leading a statewide marketing and branding program for career technical education that includes long-term marketing strategies, print and electronic materials, and media placements in strategic regions throughout California. As part of the State of California's commitment to promote and develop career education, the state legislature authorized the Strong Workforce Program (SWP). Orange County receives funding for both regional and college projects that align with the SWP objective. Saddleback College is leading the effort to obtain services for Orange County Consortium, comprised of nine community colleges and the North Orange Continuing Education (NOCE), that have allocated funding for the development of regional marketing and branding strategies and materials, and engaging an experienced public relations/advertising consultant.

<u>STATUS</u>

A Public Relations/ Advertising Consultant is necessary to provide services to develop a five year marketing plan, identify market segments and develop outreach, marketing and branding strategies and materials, and submit monthly reports to the Orange County Consortium and the fiscal agent for the regional SWP funding.

On November 8 and 15, 2017, SOCCCD ran a newspaper advertisement requesting proposals for Saddleback College Public Relations/ Advertising Consulting for Orange County Strong Workforce Program. Seven firms attended the non-mandatory preproposal conference. Seven firms submitted proposals (EXHIBIT A) meeting the criteria outlined in the RFP and five firms were invited to interview with members of the four Orange County Community College Districts (OCCCDs) using an objective measurement process. The representatives of the four OCCCDs recommend approval of Interact Communications, Inc. for the Saddleback College Public Relations/ Advertising Consulting for Orange County Strong Workforce Program agreement (EXHIBIT B) in the amount of \$1,164,500.

Funds are available in the Regional Strong Workforce Program budget of \$1.4 million.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the Interact Communications, Inc. agreement (EXHIBIT B) for the Saddleback College Public Relations/ Advertising Consulting Services for Orange County Strong Workforce Program, in the amount of \$1,164,500.

Proposals submitted for RFQ & P No. 2070 for PUBLIC RELATIONS/ADVERTISING CONSULTING FOR ORANGE COUNTY STRONG WORKFORCE PROGRAM, SADDLEBACK COLLEGE South Orange County Community College District

January 22, 2018

COMPANY NAME CITY **SUBMITTER'S NAME** 25th Hour Communications, Inc. Westwood, MA Jennifer Aries Agency 51 Advertising Santa Ana, CA Sara Albiach Full Capacity Marketing, Inc. Encinitas, CA Celina Sands, M.S. *Interact Communications Oceanside, CA Cheryl Broom Links Global Rockville, MD Brian Kubiak Powerminds, Inc. San Diego, CA Margo Turner Diane Kuehn VisionPoint Marketing Raleigh, NC

*Recommended firm



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

PUBLIC RELATIONS/ADVERTISING CONSULTING SERVICES AGREEMENT PUBLIC RELATIONS/ADVERTISING CONSULTING FOR ORANGE COUNTY STRONG WORKFORCE PROGRAM, SADDLEBACK COLLEGE INTERACT COMMUNICATIONS

JANUARY 23, 2018 - DECEMBER 31, 2018

This AGREEMENT is made and entered into this 23th-day of January in the year 2018 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Interact Communications, 550 Seagaze Dr. #L105, Oceanside, CA 92056, 608-781-8495 hereinafter referred to as "CONSULTANT". DISTRICT and CONSULTANT are also referred to collectively as the "Parties" and individually as "Party";

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; and

WHEREAS, DISTRICT desires to obtain Public Relations/Advertising Consulting services for the Public Relations/Advertising Consulting for Orange County Strong Workforce Program, Saddleback College, hereinafter referred to as "PROJECT"; and

WHEREAS, CONSULTANT is fully licensed as required by the State of California, experienced and competent to provide Commissioning services in conformity with the laws of the State of California; and

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES AND RESPONSIBILITIES

- 1.1. <u>Services</u>. The CONSULTANT'S services shall consist of those services performed by the CONSULTANT and CONSULTANT'S employees as enumerated in this AGREEMENT.
- 1.2. <u>Standard of Care</u>. CONSULTANT shall provide the Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. CONSULTANT'S Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of PROJECT. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. <u>Key Individual Assignment</u>. The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. CONSULTANT assignment for this PROJECT is

for insert as needed: one project executive, one project lead, one senior project manager, one director of communications, one strategic director, one Senior Research Analyst, one creative director and one video producer. The CONSULTANT shall designate Pamela Cox-Otto, as Project Executive/Principal in Charge, and a management team of Cheryl Broom, M.A. as Project Lead, Andrew Hughes as Senior Project Manager, Carrie Smith, M.B.A as Director of Communication, James Wiseman as Strategic Director, Mark Mastej as Senior Research Analyst, Terry Kinney, Ph.D. as Senior Researcher, Mai Yingneuk as Creative Director, and Todd Bunnell as video producer. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT'S firm that will be associated with the PROJECT.

- 1.4. **<u>Replacement of Key Individual</u>**. If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume' and/or interview. A project manager and all lead or key personnel must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.
- 1.5. **Relationship of Consultant to Other Project Participants**. CONSULTANT'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and others providing services in connection with bidding and/or construction of the PROJECT. The CONSULTANT is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The CONSULTANT shall perform its duties in accordance with its contract(s) with the DISTRICT. Except as expressly set forth herein, neither this Agreement, nor CONSULTANT'S rendition of services hereunder shall be deemed CONSULTANT'S assumption of responsibility for the adequacy or sufficiency of the PROJECT design or the Design Documents for the PROJECT, which are and remain that of the CONSULTANT. CONSULTANT shall coordinate all work with DISTRICT CONSULTANTS as necessary to complete contract requirements.
- 1.6. <u>Acceptance of Project Schedule</u>. The CONSULTANT shall accept the DISTRICT'S project schedule for the performance of the CONSULTANT'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 CONSULTANT.

ARTICLE 2 SCOPE OF CONSULTANT'S SERVICES

- 2.1. Initial Services. The Public Relations/Advertising Consultant's initial services will include:
 - a. Develop a five-year strategic marketing plan with sustainable outcomes; scope will include strategies for branding career education throughout Orange County and include all nine colleges, North Orange Continuing Education (NOCE) and significant industry sectors.
 - b. Identify new market segments with strategies for outreach, and marketing tools resources and collateral.

- c. Design, plan, purchase and coordinate advertising placement based on developed marketing and branding strategy,
- d. Coordinate marketing and branding strategy with other regional initiatives,
- e. Design and develop regionalized marketing and branding materials based on developed strategy, and
- f. Submit to the funding agency quarterly and annual deliverables for SWP metrics. Submit monthly updates to funding agency on progress, tools and available resources.
- 2.2. Schedule. The Public Relations/Advertising Consulting Services effort is expected to begin upon Board approval at the January 2018 Board meeting and end no later than December 31, 2018. This contract includes the option for up to two, one-year renewals.
- 2.3. **Tasks.** The following are the expected tasks and deliverables associated with the Public Relations/Advertising Consulting Services effort:

a. Task 1: Project Initiation

- 1. Meet with the Orange County regional consortium marketing steering committee to develop and finalize a detailed work plan and schedule which at a minimum will establish meeting and presentation schedules, clarify roles and responsibilities of both staff and consultant teams, and include an evaluation methodology, in accordance with the Public Relations/Advertising Consulting Services terms and conditions and appropriate to meet the highest standard for the Public Relations/Advertising Consulting Services.
- 2. Deliverables:
 - i. Meeting notes
 - ii. Final work plan and project schedule
 - iii. Roles and Responsibilities Matrix
 - iv. Evaluation methodology
 - v. Weekly reporting of progress

b. Task 2: Research and Analysis Phase

- 1. Review available background materials and any other relevant information relating to the project including, but not limited to:
 - i. CCCCO: Doing What Matters initiative narrative,
 - ii. CCCCO: Rebranding initiative's deliverables and directives,
 - iii. Orange County colleges marketing initiatives,
 - iv. Orange County education, government, and industry partners' needs, and
 - v. Meet with staff members most knowledgeable about the Project.
- 2. Deliverables:

- i. Summary of meeting notes with College representatives and key stakeholders
- ii. Draft and final versions of Research and Analysis findings
- iii. Report and recommendations

c. Task 3: Implementation

- Based upon comments and information received through Task 2, continue work identified under "<u>Services</u>" above.
- 2. Deliverables:
 - i. Mid-Point report
 - ii. Final report
 - iii. Presentations to the Orange County consortium and steering committee
 - iv. Media and marketing materials ready for placement
 - (a) DISTRICT and CONSULTANT agree that the CONSULTANT will function on the DISTRICT'S behalf.
 - (b) The CONSULTANT shall have the right to hire vendors and to sign media contracts on the DISTRICT'S behalf, but only with the DISTRICT'S prior written approval.
 - (c) After providing written approval, DISTRICT accepts full financial responsibility and liability for payment of production, media space, broadcast time, digital and other services (Services) ordered under the authorization. Services shall be paid in a timely manner by the CONSULTANT to cover invoices for Services. Funds paid to CONSULTANT will be placed in an escrow account for future payments to the media and must be paid by DISTRICT to CONSULTANT no less than two months prior to any media billings for the term of this agreement.
 - (d) A media buying commission will not be charged for media buys less than \$400,000 if funds for the media buy are made no less than two months prior to any media billings. A media buying commission of 15 percent will be charged for media buys over \$400,000 and for any media buys in which payment is not made two months prior to any media billings as a result of DISTRICT actions.
 - (e) DISTRICT shall hold CONSULTANT harmless for any claims made relative to the DISTRICT'S Services identified in this "iv. Media and marketing materials ready for placement" paragraph.
- 2.4. **<u>Regulatory Compliance</u>**. The CONSULTANT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT'S PROJECT.
 - a. Coordination with the DISTRICT and their consultants will be required.

b. Firms must hold all necessary registrations/ business licenses/ insurance to perform business in the state, county and city.

ARTICLE 3 ADDITIONAL CONSULTANT SERVICES

- 3.1. <u>Additional Services</u>. Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, CONSULTANT shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Attachment "A" CONSULTANT Compensation Additional Services. The Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to CONSULTANT performing any Additional Services. The CONSULTANT shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT.
- 3.2. <u>Notification and Authorization</u>. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT'S control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be <u>compensated based on attached standard hourly rates</u>. Such services shall include: <u>Material Project Scope Changes</u>. Services required or necessary as a result of significant changes in the PROJECT scope or other requirements of the PROJECT, including PROJECT size, quality, or complexity or material changes to the contract.
- 3.3. <u>Compensation for Additional Services</u>. If the duration of CONSULTANT services is extended, due to the DISTRICT'S need for Additional Services, the CONSULTANT shall be entitled to additional compensation as set forth in Attachment A. Escalation may be applied to services performed beyond the duration of the original Contract at a rate negotiated between the DISTRICT and CONSULTANT. The CONSULTANT shall provide a written request for such escalation with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.

ARTICLE 4 TERMS OF SERVICE

- 4.1. <u>Time is of the Essence</u>. Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CONSULTANT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to CONSULTANT.
- 4.2. <u>Term</u>. Services under this Agreement shall be diligently performed by the CONSULTANT for eleven months with a completion date of December 31, 2018 with two one-year options to renew via written amendment. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions.
- 4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions. The term may be extended due to construction delay other than those delays caused by CONSULTANT'S actions.
- 4.4. <u>Billing Rate</u>. Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment B.
- 4.5. **Suspension Notice**. DISTRICT may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT and its Board of Trustees, officers, employees and agents harmless from all liability arising out of:
 - a. <u>Workers Compensation and Employer's Liability</u>. Any and all claims under workers' compensation acts and other employee benefit acts with respect to CONSULTANT'S employees or CONSULTANT'S subcontractor's employees arising out of CONSULTANT'S work under this AGREEMENT; and
 - b. <u>General Liability</u>. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any liability for damages for (i) death or bodily injury to person; (ii) injury to, loss or theft of property; (iii) any failure or alleged failure to comply with any provision of law; or (iv) any other loss, damage or expense arising under either i, ii, and iii above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT.
 - c. The CONSULTANT, at its own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and
- 5.2. **Purchase and Maintain Insurance.** CONSULTANT shall purchase and maintain PROJECT specific 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 CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT'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. <u>Statutory Workers' Compensation and Employers' Liability</u>. CONSULTANT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which CONSULTANT may be liable. CONSULTANT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by CONSULTANT. The Employer's Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.

b. **Comprehensive general and auto liability**. CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT'S services under this AGREEMENT and for which CONSULTANT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CONSULTANT'S employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to CONSULTANT'S obligations under this AGREEMENT; and (vi) for completed operations.

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 and \$2,000,000 in the aggregate, 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. <u>Additional Insured</u>. 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 CONSULTANT 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 30 days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT 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 CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.
- 5.3. <u>State Authorized Insurers</u>. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least 30 days advance written notice to the DISTRICT.

5.4. **Insurance Evidenced.** Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT 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 CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

5.5. Coverage Amounts

| Insurance Policy | Minimum coverage Amount |
|----------------------------|---|
| Workers Compensation | In accordance with applicable law |
| Employers Liability | One Million dollars (\$1,000,000) |
| General and Auto Liability | \$1,000,000 per occurrence and \$2,000,000 in the aggregate |

ARTICLE 6 COMPENSATION TO THE CONSULTANT

The DISTRICT shall compensate the CONSULTANT as follows:

6.1. <u>Contract Price for Services</u>. The Contract Price for the CONSULTANT'S performance of the Services under this Agreement shall consist of the following lump sum prices further broken down in Attachment B:

| f. | TOTAL | \$1,164,500 |
|----|--|-------------------|
| e. | Services Allowance per Article 2.3 C, 2.iv | <u>\$ 400,000</u> |
| d. | DISTRICT Allowance | \$ 424,500 |
| C. | Task 3 Implementation | \$ 189,000 |
| b. | Task 2 Research and Analysis | \$ 151,000 |
| a. | Task 1 Project Initiation | No Fee |

- 6.2. <u>Price Inclusions</u>. The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense.
- 6.3. **Consultant Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Services and authorized Additional Services. Services are to be invoiced in accordance with percent complete.
- 6.4. **District Payment of Contract Price**. Within thirty (30) days of the date of the DISTRICT'S receipt of CONSULTANT'S billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable

Reimbursable Expenses. DISTRICT must provide written approval in advance for expenditure of all Allowance amounts.

- 6.5. <u>Withholding Payment</u>. The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CONSULTANT has fully cured it failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6. **Payment in Full**. This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.
- 6.7. **Monthly Payments.** Payments for CONSULTANT services shall be made monthly. 100% payment will be made upon DISTRICT acceptance of each phase.
- 6.8. <u>Late payments</u>. Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT'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.
- 6.9. <u>Schedule Delay</u>. To the extent that the time initially established for the completion of CONSULTANT'S services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: <u>at standard hourly rates</u>. See Attachment A or as a fixed fee.
- 6.10. <u>Reimbursable Expenses</u> incurred by the CONSULTANT and CONSULTANT'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. The DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing.
 - a. Reimbursable expenses are in addition to compensation for Services and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT.
 - Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CONSULTANT'S normal travel expense (including to and from the PROJECT) and meals are excluded.
 - c. Expense of reproductions (except those needed for the use of the CONSULTANT and his or her CONSULTANTS or identified specifically as a deliverable), 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 CONSULTANT'S Services will be reimbursed.
- f. For reimbursable expenses, compensation shall be computed at a multiple of 1.05 times the expenses incurred by the CONSULTANT, the CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT.
- g. For additional services of CONSULTANTS, compensation shall be computed at a multiple of 1.05 times the amounts billed to the CONSULTANT for such services.

ARTICLE 7 CONSULTANT'S WORK PRODUCT

- 7.1. **District Ownership of Documents**. The documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights in the documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.
- 7.2. <u>Documentation</u>. The CONSULTANT shall make a written record of all discussions and decisions made between or among the DISTRICT and CONSULTANT during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 7.3. <u>Electronic Copy of Documents</u>. The CONSULTANT shall perform the work under this agreement and shall deliver electronic copy of all reports and documentation via flash drive in workable and PDF format upon completion of each phase of work. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.4. <u>Copyright/Trademark/Patent</u>. 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.

ARTICLE 8 TERMINATION

8.1. <u>Termination for Convenience</u>. 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. Thirty day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the

termination notice and deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

- 8.2. <u>Termination for Cause</u>. 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. 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.
- 8.3. <u>Termination by Either Party</u>. This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CONSULTANT. This AGREEMENT may be terminated by either Party upon not less than 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.
- 8.4. <u>Suspension of Project</u>. The DISTRICT may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT'S services.
- 8.5. <u>Abandonment of Project</u>. If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.
- 8.6. **Non Payment**. The DISTRICT'S failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
 - a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
 - b. Unless payment in full is received by the CONSULTANT within 7 days of the date of the notice, the suspension shall take effect without further notice.
- c. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7. <u>Consultant Compensation</u>. The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.8. <u>Liability for District Damages</u>. In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT'S failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1. <u>Work to Continue</u>. In the event of a dispute between the Parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each Party will bear its own legal expenses.
- 9.2. <u>Mediation Requirements</u>. All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3. <u>Arbitration</u>. If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the Parties mutually agree otherwise.
 - a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, DISTRICT and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
 - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
 - c. Notice of demand for arbitration shall be filed in writing with the other Party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
 - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such

issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.

- e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the PROJECT is located.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information**. The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria. At the written request of the CONSULTANT, DISTRICT shall provide CONSULTANT copies of any documents related to the PROJECT.
- 10.2. <u>District Representative</u>. 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 CONSULTANT. Unless modified by written notice by the DISTRICT to the CONSULTANT, the DISTRICT Representative is:

Anthony Teng, Dean Advanced Technology and Applied Science

- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the contract. However, the DISTRICT'S failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. <u>Tests/Inspections</u>. Not Used.
- 10.5. <u>District Consultants</u>. Other consultants required or desired by the DISTRICT in connection with the PROJECT shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to: legal counsel, insurance/surety consultants, audio-visual equipment/installation consultants, and hazardous material assessment & abatement consultants.

ARTICLE 11 MISCELLANEOUS

- 11.1. <u>Affirmative Action</u>. CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. <u>Compliance with Applicable Laws</u>. 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 services covered by this AGREEMENT or accruing out of the performance of such services.

- 11.3. **Consultant Accounting Records**. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **<u>Review, Approval or Acceptance</u>**. Review, approval or acceptance of CONSULTANT'S work whether by DISTRICT or others, shall not relieve CONSULTANT from responsibility for errors and omissions in CONSULTANT'S work.
- 11.5. <u>Cumulative Rights; Non Waiver</u>. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. 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.
- 11.6. **Definitions.** Not used.
- 11.7. <u>Employment with Public Agency</u>. 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. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.8. <u>Governing Law</u>. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the Parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 11.9. <u>Independent Contractor</u>. 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 or 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 for the respective CONSULTANT'S employees.

- 11.10. <u>Marginal Headings; Captions</u>. The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.
- 11.11. <u>Non-Assignment</u>. The DISTRICT and CONSULTANT, 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. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. 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 CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and or control of CONSULTANT firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.
- 11.12. <u>Permits/Licenses</u>. 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.
- 11.13. **Notifications**. 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 requiring signature acknowledging receipt, 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.
- 11.14. **<u>Communications</u>** between the Parties shall be sent to the following addresses:

| DISTRICT Anthony Teng Dean Advanced Technology and Applied Science Saddleback College 28000 Marguerite Parkway Mission Viejo, CA 92692 ateng@saddleback.edu | CONSULTANT Cheryl Broom President Interact Communications 550 Seagaze Dr. #L105 Oceanside, CA 92056 cheryl.broom@interactcom.com |
|---|--|
| COPY | СОРҮ |
| Dr. James Buysse | Carrie Smith |
| Acting Vice Chancellor, Business Services | Director of Communications |
| South Orange County | Interact Communications |
| Community College District | 550 Seagaze Dr. #L105 |
| 28000 Marguerite Parkway | Oceanside, CA 92056 |
| Mission Viejo, CA 92692 | Carrie.smith@ineractcom.com |
| jbuysse@socccd.edu | |

- 11.15. <u>Severability</u>. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.
- 11.16. <u>Entire Agreement/Amendment</u>. This AGREEMENT and any Attachments hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.
- 11.17. <u>Binding Agreement</u>. The DISTRICT and CONSULTANT, 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.

This AGREEMENT entered into as of the day and year first written above.

CONSULTANT Interact Communications DISTRICT South Orange County Community College District

Cheryl Broom President Dr. James Buysse Acting Vice Chancellor, Business Services

(Date)

(Date)

(Taxpayer number)

Attachment A Criteria and Billing for Extra Work

ATTACHMENT A CRITERIA AND BILLING FOR EXTRA WORK

- A. The following extra services to this AGREEMENT shall be performed by CONSULTANT if needed and requested by the DISTRICT.
 - 1. Making revisions in documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the DISTRICT.
 - b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
 - c. Due to changes required as a result of the DISTRICT'S failure to respond to a written request from the CONSULTANT within a reasonable time, as requested by CONSULTANT.

2. Providing services required because of significant documented changes in the PROJECT initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT'S schedule.

3. Providing services made necessary by the default of a third party vendor.

B. The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The sub-consultant hourly rates as shown below include a 10% administration fee/mark-up fee. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT and each sub-consultant involved in the PROJECT.

| CONSULTANT Creative Services | Fee Per Hour |
|---------------------------------|--------------------------|
| Senior Marketing Counsel | \$200 |
| Marketing/PR Counsel | \$130 |
| Advertising Concepts | \$105 |
| Project Management | \$ 95 |
| Web Analysis & Consulting | \$150 |
| Design (Layout) | \$ 75 |
| Art Direction | \$105 |
| Copy Writing | \$ 75 |
| Illustration | \$ 90 |
| Advertising Services | |
| Advertising Services | Media Commission or |
| Media Buying | |
| Star haard /Dasian | \$ 85, whichever is less |
| Storyboard/Design | \$ 80 |
| Broadcast Production | \$190 |
| Videographer (One) | \$200 |
| Videography Crew (3 Persons) | \$500 |
| Digitization & Editing | \$140 |
| Photography (8 hour minimum) | \$280 |
| Talent, Props and Outside costs | Billed at actual cost |
| | |

ATTACHMENT B FEE BREAKDOWN **PROFESSIONAL FEES**

<u>6.1 Contract Price for Services</u>. The Contract Price for the CONSULTANT'S performance of the Services under this Agreement shall consist of the following lump sum prices:

a. Task 1 Project Initiation

| Regional Brand Development & Research | Flat Fee for Service |
|---|-------------------------|
| Meet with the Orange County Regional Consortium and develop and finalize a detailed work plan and schedule. | No Fee |

b. Task 2 Research and Analysis

| Regional Brand Development & Research | | Flat Fee |
|---------------------------------------|---|-------------|
| | | for Service |
| | Internal Research (Online & Onsite), including the review of all | |
| Step 1 | available background materials and any other relevant information | \$16,500 |
| | relating to the project | |
| Step 2 | Community Attitudes Research (Qualitative: 5 focus groups & Quantitative) | \$40,500 |
| Step 3 | Emotional Resonance, Test Brand & Message Statements with 5 focus groups | \$14,000 |
| Step 4 | Finalize Campaign Messaging & Strategy, including creation of name, wordmark & tagline | \$25,000 |
| Step 5 | Brand Rollout & Creation of Comprehensive Brand Style Guide | \$20,000 |
| Step 6 | Media Preferences Survey for 10 Regional Consortium Institutions plus one overall regional consortium data set, and in-person presentation of results | \$35,000 |
| Total for all | Services | \$151,000 |

c. Task 3 Implementation

| Advertising Campaign & Collateral Materials Implementation and Management | |
|--|-----------|
| Development of a five-year marketing plan that integrates all marketing and that contains all key deliverables and ROI measurement. | \$25,000 |
| Creation of 100 collateral items, including all photography and video services to be conducted during a one-week filming and photography schedule. | \$71,000 |
| Campaign website design, access, research, compliance and testing (desktop & mobile). | \$38,000 |
| Project management, media buying, leadership, speaking, and professional fees. | \$55,000 |
| Total for all Services | \$189,000 |

ITEM: 6.7 DATE: 1/22/18

| TO: | Board of Trustees |
|---------|--|
| FROM: | Thomas M. Fallo, Interim Chancellor |
| RE: | SOCCCD: Board Policy Revision: BP-3009 Internal Audit, BP-5520 Shower Facilities for Homeless Students |
| ACTION: | Discussion and Approval |

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

<u>STATUS</u>

Two board policies are presented to the Board of Trustees for discussion and approval. The new language to the board policies was reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved throughout the review process. The proposed policies and their companion administrative regulations were presented to the Chancellor's Council on November 30, 2017 for review and recommendation to the Acting Chancellor. Subsequent changes to BP-3009 Internal Audit were recommended by the Board Policy and Administrative Regulation Advisory Council at the December 1, 2017 meeting and are reflected with the tracked changes noted in EXHIBIT B.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the board policies as shown in EXHIBITS A and B.

BOARD POLICY

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SHOWER FACILITIES FOR HOMELESS STUDENTS

The Chancellor shall ensure procedures are established that are necessary to make on-campus shower facilities available to any homeless student who is currently enrolled in coursework.

<u>References:</u> <u>Education Code Section 76011</u>

TRICT



NEW Board Policy – Strike outs and red-lined additional language represents additional BPARC recommendations since December 2017 board meeting.

EXHIBIT B Page 1 of 1

BOARD POLICY

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

3009 BUSINESS

INTERNAL AUDIT

The District is committed to the principles of trustworthiness, respect, responsibility, fairness, and stewardship and has therefore charged the Internal Audit (IA) department with monitoring processes and controls to ensure compliance with these values.

AUTHORITY

Internal Audit is established by the Board of Trustees, and its responsibilities are defined by the Chancellor. The Internal Auditor will report to the Vice Chancellor of Business Services and functions under the policies established by management, the Governing Board and California Government Code §1236. The Internal Auditor is authorized unlimited access to all District records (either manual or electronic), properties, and personnel, including members of the Board of Trustees, relevant to the performance of audits and investigations. Documents and information given to Internal Audit during a review will be handled in a <u>prudent mannerlegally responsible manner</u>.

STANDARDS

Internal Audit adheres to the International Standards for the Professional Practice of Internal Auditing and Code of Ethics adopted by the Institute of Internal Auditors.

References:

California Government Code Section 1236 Institute of Internal Auditors: Standards & Guidance – International Professional Practices Framework Institute of Internal Auditors: Code of Ethics

ITEM: 6.8 DATE: 1/22/18

- **TO:** Board of Trustees
- **FROM:** Thomas M. Fallo, Interim Chancellor
- **RE:** SOCCCD: Saddleback College, Cafeteria and Catering Services Agreement, S&B Foods
- **ACTION:** Approval

BACKGROUND

On June 26, 2017, the Board of Trustees approved an agreement with S&B Foods for Cafeteria and Catering Services at the Saddleback College for a two year agreement with three one year extensions in the amount of \$48,000 annual estimated revenue from July 1, 2017 to June 30 2019.

The term of the agreement did not comply with Education Code 88004.5 and required revision.

<u>STATUS</u>

Staff has revised the term of the agreement for a first increment running from January 23, 2018 to June 30, 2018, with three one year options to renew. (EXHIBIT A)

This is a revenue generating contract with benefits provided to the college equaling approximately \$48,000 annually.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the revised agreement with S&B Foods for Cafeteria and Catering Services at the Saddleback College (EXHIBIT A) for an agreement running from January 23, 2018 to June 30, 2018 with three one year options to renew.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT SADDLEBACK COLLEGE FOOD SERVICES OPERATIONS AGREEMENT

S&B FOODS

JANUARY 4, 2018 TO JUNE 30, 2018

This AGREEMENT, is made this 4th day of January 2018, by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and S&B Foods, a California corporation, hereinafter referred to as "CONTRACTOR".

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

1. SCOPE

The CONTRACTOR hereby agrees to provide food services on the Saddleback College Campus, located at 28000 Marguerite Parkway, Mission Viejo, CA 92692, during the term of this Agreement.

2. TERM

The term of this Agreement shall commence on January 2, 2018 and shall terminate on June 30, 2018. For the second year (FY 2018-2019) and the third year (FY 2019-2020), the VENDOR shall have the sole option to extend the agreement for an additional year or refuse the option to extend this Agreement. VENDOR'S option to extend must be provided to Saddleback College by January 31, 2018 and January 31, 2019 as applicable; otherwise, the Agreement shall automatically terminate on June 30, 2018 and June 30, 2019 as applicable. For year four (FY 2020-2021) either party may refuse the option for renewal. Refusal of the option to renew must be provided from one party to the other by January 31, 2020 and January 31, 2021 as applicable. If no refusal is received from either party, the agreement will be extended for the final time with agreement completion on June 30, 2021. All extensions will be through a contract amendment.

3. CONTRACTOR'S RESPONSIBILITIES

- A. The CONTRACTOR shall be responsible for all costs of food services operations, including, but not limited to, the following items:
 - 1. Operate the Saddleback College cafeteria and provide catering services for College and Associated Students of Saddleback College-sponsored functions, except as otherwise specified in this Agreement.
 - 2. Provide marketing services including signage as approved through the Food and Beverage Committee and advertisements in the school newspaper, on social media, and on the college website.
 - 3. Maintenance of the food service premises which shall include but not be limited to cleaning of all filter screens, service and maintenance of overhead sprinkler system, and cleaning of the entire hood exhaust system. Sprinkler system and hood exhaust system shall be serviced no less than twice annually, and CONTRACTOR shall provide proof of maintenance to the DISTRICT.
 - 4. Maintain in safe and proper working condition and repair, at CONTRACTOR'S expense, all food service furniture, fixtures and equipment used by CONTRACTOR in the food preparation and service areas.
 - 5. With the exception of items that may need replacement due to ordinary wear and tear, or damage resulting from the negligence of the DISTRICT, its agent or employees, or acts of God, CONTRACTOR shall replace, at their expense, all lost or broken furniture, fixtures, and equipment with new items of equal or greater quality and value. At the termination of the Agreement, CONTRACTOR shall surrender these items to the DISTRICT. In particular, CONTRACTOR shall be responsible for the replacement of the loss and breakage to the initial inventory of china, glassware, silverware, and all other movable kitchen and serving supplies originally furnished by the DISTRICT. In the event of failure, CONTRACTOR shall replace the following:

| • | Stovetop | Value: \$2,000 |
|---|----------|----------------|
| • | Grill | Value: \$1,500 |

- Fryer Value: \$2,500
- 6. The cafeteria, kitchens, service rooms, auxiliary storage rooms, dining room and serving facilities shall be used and occupied by CONTRACTOR for supplying meals aforesaid to the DISTRICT and for no other purpose, except as hereinafter provided.
- 7. Within the first 30 days of contract commencement, CONTRACTOR will complete an initial inventory. The CONTRACTOR will complete an inventory of DISTRICT-owned supplies and equipment each year on or by July 1 of the year for which the inventory is effective with DISTRICT confirmation. In connection therewith, CONTRACTOR shall permit DISTRICT to enter the Facilities to complete this task.
- 8. CONTRACTOR shall be responsible for installing CONTRACTOR'S own equipment, supplies, etc. as required to fulfill this Agreement.
- 9. CONTRACTOR shall clean and maintain proper sanitation in the food preparation, service, and dining areas, including the staff dining room and the outside dining areas. This shall include but not be limited to bussing of dishes and cleaning of tables; cleaning spills from floors; and mopping, waxing, and shampooing floors as applicable and as needed. Failure to comply with

this paragraph shall be cause for termination of this Agreement.

- 10. Personal hygiene must be maintained at a high standard meeting or exceeding the requirements of the Orange County Health Department. Uniforms must be clean and pressed at all times.
- 11. CONTRACTOR shall furnish and maintain two commercial microwave ovens for use by cafeteria customers, one located in the main dining area and the second located in the staff dining area.
- 12. CONTRACTOR shall remove all trash and garbage to waste receptacles (DISTRICT-provided). CONTRACTOR shall keep trash and garbage receptacle areas clean at all times.
- 13. CONTRACTOR shall provide:
 - a. Extermination and pest control services in the Facilities.
 - b. All linens, towels, uniforms, table linens, and laundry service costs.
 - c. All paper supplies including disposable plates, cups, napkins and utensils. Use of styrofoam prohibited.
 - d. All office supplies and telephone expenses.
 - e. All kitchen supplies not originally furnished by DISTRICT.
- 14. CONTRACTOR agrees that food services under this Agreement shall remain in operation during the three (3) instructional terms of the year. The regular days of operation for the FY 2017-2018 shall be as shown on Exhibit A. CONTRACTOR shall post days and hours of operation information at designated locations. Proposed changes to hours of operation must be made to the Food and Beverage Committee at the monthly meeting. A recommendation will then be taken to the College with a determination provided to the CONTRACTOR within 10 business days of the original proposal received at the monthly meeting.
- 15. Menus will be provided to the Food and Beverage Committee members monthly for review as requested. CONTRACTOR agrees to meet the Committee's requests regarding menu content unless CONTRACTOR can demonstrate that compliance would impose a financial hardship upon the food services operation to an extent greater than the quality demonstrated in sample menus provided during the RFP process (See Exhibit B). Menus shall be posted and distributed daily/weekly by the CONTRACTOR.
- 16. CONTRACTOR shall augment current ethnic food choices with greater hot entrée diversity than exists at the time of executing this contract. Additional selections to be determined in discussions held at the monthly Food and Beverage Committee meetings.
- 17. CONTRACTOR will offer health conscious selections including low-carb style sandwiches, healthy burritos, low-fat selections such as alfalfa sprouts, fresh vegetables, whole wheat breads, low fat cheese, low fat meat items, low sodium choices and vegetarian soy items, fresh whole fruit and fresh cut seasonal fruit.
- 18. CONTRACTOR shall attend and participate in Food and Beverage Committee meetings upon request.
- 19. CONTRACTOR shall offer at the cafeteria fountain drinks 100% from the designated exclusive beverage CONTRACTOR and have the right to 25% of the shelf space allocated to bottle and can Beverage Products sold in the Cafeteria.

- 20. CONTRACTOR is aware of the College and DISTRICT'S position of fostering sustainable and environmentally sound practices. CONTRACTOR shall practice sustainability with an approach of continuous improvement. The current practices shall serve to define a baseline expectation including the following:
 - a. Use of non-trans-fat oil in all cooking
 - b. Use of brown rather than bleached coffee filters
 - c. Coffee grounds saved for composting performed by the Horticulture Department.
 - d. Use "green" cleaning supplies for which staff is properly trained.
 - e. 100% STYROFOAM free in all packaging and serving ware.
- 21. CONTRACTOR shall assume responsibility for ensuring that food service employees obtain health examinations as required by law.
- 22. Upon request, CONTRACTOR shall attend and participate in monthly Food and Beverage Committee meetings.
- 23. CONTRACTOR shall be responsible for the following items:
 - a. All food costs.
 - b. All transportation and vehicle costs required for CONTRACTOR'S operation.
 - c. CONTRACTOR agrees that no intoxicating beverages shall be kept, sold, or served upon the premises of the DISTRICT (except amounts required for food preparation, i.e., cooking wine).
- 24. On termination of the Agreement, CONTRACTOR shall vacate all parts of DISTRICT'S Facilities occupied by it or assignees and shall restore the same to the DISTRICT in the same condition as when originally made available to CONTRACTOR, reasonable wear and tear expected. CONTRACTOR and DISTRICT shall jointly conduct a closing inventory and inspection, and CONTRACTOR shall replace or repair all lost, damaged or destroyed DISTRICT-supplied equipment, supplies or other property.
- 25. The following minimum food specifications shall be adhered to:

| Meats | USDA Choice |
|------------------------------|----------------------------|
| Poultry and Eggs | USDA Inspected |
| Milk and Dairy Products | USDA Grade A |
| Fresh Fruits and Vegetables | US Fancy or No. 1 |
| Canned Fruits and Vegetables | US Grade A Choice or Fancy |
| Frozen Foods | US Grade A Fancy |
| Beverages | National Brands |

- 26. CONTRACTOR shall provide the College with a phone number where they can be reached 24 hours a day, seven days a week, in case of emergencies. CONTRACTOR shall also provide an e-mail address for emergency notifications.
- 27. CONTRACTOR shall allow the Culinary Department to use the Cafeteria kitchen for special events.
- 28. CONTRACTOR shall maintain a separate agreement with the Coffee Cart contractor in order to allow compliance with the Health Department.

- 29. The CONTRACTOR shall also be responsible for:
 - a. All labor costs, Social Security tax, and unemployment insurance.
 - b. All salaries, wages and employee benefits payable to or on behalf of the CONTRACTOR'S employees. All employees (including students) shall be employed by the CONTRACTOR in his own name, and the CONTRACTOR shall hold the DISTRICT harmless from any and all claims, demands or liability on account thereof.
 - c. CONTRACTOR shall hire whenever possible College students for both part-time and temporary positions and take into consideration academic commitments of student employees in scheduling responsibilities and hours.
 - d. CONTRACTOR shall pay its employees no less than the minimum wage established for each such worker by any applicable law, take all necessary precautions for worker safety and provide emergency first aid required by any applicable law.
 - e. CONTRACTOR shall consult and notify the College in regard to the appointment, service, transfer, and dismissal of all CONTRACTOR management personnel serving on campus. All CONTRACTOR'S personnel shall be subject to DISTRICT regulations regarding personal behavior and use of DISTRICT facilities, and shall be subject to exclusion from the DISTRICT at the request of the DISTRICT for serious violations thereof or for conduct inimical or offensive to the interest of the DISTRICT or its students.
 - f. All servers will be professionally dressed for catering events.
 - g. HEALTH AND SAFETY REGULATIONS
 - h. The CONTRACTOR shall comply with all federal, state and local health and sanitation regulations relating to personnel and maintenance of the Facilities and shall also comply with any DISTRICT rules and regulations.
 - i. Failure to comply with this section within ten (10) days of receiving notice from the DISTRICT of a violation shall be cause for termination of the Agreement in accordance with Paragraph B of this Agreement.
 - j. CONTRACTOR understands that Education Code Sections 88004.5, 88021, 88022, 88023, 88024, and 88025, and any other health criteria established by the DISTRICT, are applicable to all persons providing food service management consulting services under this Agreement.
 - k. SUPERVISION COORDINATION
 - I. CONTRACTOR shall provide, at all times, adequate and expert managerial and administrative supervision for its employees. CONTRACTOR shall employ a Food Services Manager who shall be assigned to the cafeteria on a full-time basis. The Food Services Manager shall coordinate all activities connected with representative(s) on an as-needed basis to coordinate enforcement of DISTRICT/COLLEGE policy, the implementation of suggestions and requests, and the prompt resolution of complaints. It will be the responsibility of CONTRACTOR to respond, in writing if so requested, to inquiries, requests for change, and recommendations. Failure to provide adequate supervision shall be cause for termination of this Agreement.
 - m. CONTRACTOR will be responsible for informing the DISTRICT about needed facility repairs throughout the course of this contract. The DISTRICT will make or authorize repairs to the

facility. Should a circumstance arise when CONTRACTOR is deemed responsible for wear or damage, the DISTRICT may request that CONTRACTOR pay for the necessary repairs.

- n. CONTRACTOR shall assume sole responsibility for damage or losses, regardless of cause, to any and all property of the CONTRACTOR located in or on DISTRICT property.
- o. On termination of the contract, CONTRACTOR shall vacate all parts of DISTRICT'S premises occupied by it and shall restore the same to the DISTRICT in the same condition as when originally made available to CONTRACTOR, reasonable wear and tear expected. CONTRACTOR and DISTRICT shall jointly conduct a closing inventory and CONTRACTOR shall replace or repair all lost, damaged or destroyed District-supplied equipment or other assets. All equipment and furniture provided by the CONTRACTOR will, at the end of the contract, remain the property of the CONTRACTOR.

4. PAYMENTS BY CONTRACTOR

CONTRACTOR agrees to pay \$4,000 per month to operate on the Saddleback College campus. Payment will be due on the 1st of each month. Payments not received by the 10th of the month will be assessed a 10% (\$400) late charge. DISTRICT reserves the right to give a 30-day termination notice if payments are more than 30 days late.

5. EXCLUSIVE FRANCHISE

- A. The only exclusive food and beverage supplier at Saddleback College will be the beverage vending and soft drink supplier. As such, the following foods may be served on campus:
 - 1. Snack bar foods managed by college clubs at athletic events.
 - 2. Occasional home-baked-item "bake sales"; ethnic food events; theatre, music, art, speech, etc. sponsored by student or faculty groups and approved by DISTRICT or college administration.
 - 3. Pre-packaged foods at Angels for the Arts Events sponsored by the Fine Arts Department.
 - 4. Mobile food trucks at construction sites.
 - 5. Mobile food trucks once a month on the upper quad as approved by DISTRICT or college administration.
 - 6. Mobile food trucks once a week south of Library Road (e.g. on Theatre Circle or in the Village) as approved by DISTRICT or college administration; these weekly food trucks will be scheduled on a day other than Wednesdays.
 - 7. Mobile food trucks within campus and approved by DISTRICT or college administration for evening or weekend events.
 - 8. Coffee cart services at satellite locations or in the village. Coffee carts may offer pastries or pre-packaged snacks on upper campus and may additionally offer some pre-packaged sandwiches or salads in the Village Café location.
 - 9. Vending machine snacks.
- B. All CONTRACTORS must comply with the DISTRICT'S contract with Pepsi or another exclusive CONTRACTOR to sell soft drinks and other products.
- 6. CATERING

The Cafeteria and Food Services CONTRACTOR will be required under this contract to provide catering

for South Orange County Community College District Board of Trustees and Chancellor events upon request. CONTRACTOR will not be required to cater any other events with estimated invoices of less than \$100 in revenue. Neither the Associated Student Government of Saddleback College, the College, the DISTRICT, or the Saddleback College Foundation, or other organizations that may hold events on campus will be required to utilize S&B Foods for catered events on campus.

7. PRICES

District reserves the right to ensure that charges for items sold under this agreement are not in excess of what would be considered reasonable and in balance to what is being charged at similar facilities. Furthermore, CONTRACTOR warrants that charges for items sold under this agreement are not in excess of what would be considered reasonable and in balance to what is being charged at similar college facilities.

8. DISCOUNTS

CONTRACTOR agrees to a ten percent (10%) price discount for current ASB cardholders. Such discounts shall be prominently displayed at the point of purchase.

9. DISTRICT RESPONSIBILITI ES

The DISTRICT shall:

- A. Provide an academic calendar for the guidance of the CONTRACTOR prior to the beginning of each fiscal year (July 1).
- B. Provide, as mutually agreed, current facilities and utilities reasonably required by the CONTRACTOR for operations.
- C. Furnish the services of the maintenance staff when available, as required for the proper maintenance and repair of facilities (including plumbing and wiring).
- D. Be responsible for and assume the costs of the following:
- E. Providing building space, as needed, for operations.
- F. Providing outside trash bin and trash collection services.
- G. Cost of the utilities: electricity, heat, and air conditioning.
- H. Provide janitorial and grounds maintenance coverage of the areas <u>outside</u> the service area.
- I. DISTRICT shall provide cafeteria services CONTRACTOR office space in the cafeteria. The office shall be for the use of the CONTRACTOR during the term of this Agreement.
- J. DISTRICT shall provide all necessary keys to insure that CONTRACTOR'S supervisory personnel shall have access to facilities at all times.
- K. DISTRICT shall make available all furniture, fixtures and equipment currently owned by DISTRICT for the provision of food services, as shown in EXHIBIT B.
- L. DISTRICT will provide all building replacement lamps required. This does not include equipment lamp replacement.
- M. When equipment owned by the DISTRICT is no longer functional, College and CONTRACTOR will negotiate alternatives. Prior to any/all replacement, CONTRACTOR must obtain an independent analysis confirming need and at no cost to the DISTRICT. The brand, model, and quality shall be at the sole discretion of the DISTRICT, but recommendations by the CONTRACTOR shall be taken

under advisement.

N. The DISTRICT'S single point of contact for all communication and contract negotiations will be the Director of Fiscal and Contract Services.

10. INSURANCE

The CONTRACTOR shall provide at no expense to the DISTRICT, general liability hazards insurance which shall include:

- A. Operations, contractual, and protective liability subject to the following limits: \$2,000,000 Employer's Liability Insurance per accident limit for bodily injury and property damage liability, \$2,000,000 for each accident or death; \$1,000,000 comprehensive automotive liability; \$200,000 each accident in a single policy or a combination of an underlying and excess or umbrella-type coverage.
- B. Worker's compensation insurance covering all CONTRACTOR'S employees connected with the operation.
- C. The CONTRACTOR shall require any sub-contractor or assign to maintain insurance of the same kind and the same amount.
- D. These policies shall name the DISTRICT, the Board of Trustees, Saddleback College, the Associated Student Government, and all their respective officers, agents, employees, and volunteers, as an additional insured and shall contain a covenant requiring thirty (30) days written notice to the DISTRICT before cancellation, reduction or other modification of coverage. These policies shall be primary and non-contributing with any insurance carried by the DISTRICT and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Certificates of the above policies shall be furnished to the DISTRICT together with copies of receipts of all premium payments made thereon prior to commencement of an agreement.
- E. The insurance provided by the CONTRACTOR will cover all furniture, fixtures, equipment, and inventory located in or on the premises against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards outlined by the DISTRICT. This insurance policy will be sufficient to cover the full replacement cost of the items listed. CONTRACTOR agrees that the insurance policy must be issued by a company approved by the DISTRICT.

11. HOLD HARMLESS CLAUSE

- A. CONTRACTOR agrees to indemnify and hold harmless the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College, and all of their respective officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
 - Liability for damages for (i) death or bodily to person(s); (ii) injury to, loss or theft of property; or (iii) any other loss, damage or expense arising under either (i) or (ii) above, sustained by the CONTRACTOR upon or in connection with the operations and services called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the DISTRICT, the College, the Board of Trustees, Associated Student Government of Saddleback College, or their officers, employees or agents.
 - 2. Liability for damages for injury to or death of any person(s) or damage to loss or theft of any

property caused by any act, neglect, default of the CONTRACTOR, its employees or agents, arising out of, or in any way connected with the operations and services covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property.

B. The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend at DISTRICT'S request, any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College or their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College or their officers, agents or satisfy any against the DISTRICT, the College, the Board of Trustees, Associated Students of Saddleback College or their officers, agents or employees in any action, suit or other proceedings as a result thereof.

12. EVALUATION OF SERVICE

- A. The DISTRICT may have a food and beverage committee to appraise and evaluate the operations of the CONTRACTOR.
- B. The DISTRICT reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the operation at any time with respect to the quantity and quality of merchandise, the methods of service, the prices, the hours of service, and generally with respect to the safety, sanitation and maintenance at levels satisfactory to the DISTRICT.

13. TERMINATION

- A. Either party shall have the right to terminate the Agreement for any reason upon ninety (90) days' prior written notice to the other party.
- B. In the event the CONTRACTOR fails to carry out or comply with any of the terms and conditions of the established contract, the DISTRICT reserves the right to demand remedy of any failure or default within ten (10) days.
- C. In the event the CONTRACTOR fails to remedy the failure or default within the specified period, the DISTRICT shall have the right to cancel and terminate the established contract. In such case, it shall be incumbent upon the CONTRACTOR to continue operation until relieved by a subsequent operator chosen by the DISTRICT (not to exceed ninety (90) days).
- D. In the event that the CONTRACTOR fails to maintain and keep in force general liability insurance and worker's compensation insurance, the DISTRICT shall have the right to cancel and terminate this agreement forthwith and without notice.
- E. On any termination, expiration or non-renewal of this Agreement, School shall pay Contractor the unamortized book value (calculated on the straight-line method from the in-service date[s] over the greater of 8 years or until expiration of this Agreement of all Capital Improvements specified in Section 19 and the One Time Contribution specified in Section 4D above.

14. LICENSING AND PERMITS

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

15. TAXES

The CONTRACTOR assumes complete liability for all taxes applicable to the operations, income and transactions of the CONTRACTOR excluding property taxes.

The DISTRICT shall not be liable and will not make reimbursement to the CONTRACTOR for any tax imposed either directly or indirectly upon the CONTRACTOR by any authority by reason of the contract or otherwise.

16. SCHOLARSHIPS

CONTRACTOR is encouraged but not required to provide general scholarship contributions to be administered by the College.

17. DONATIONS

CONTRACTOR is encouraged but not required to donate towards the Saddleback College Food Pantry program.

CONTRACTOR is encouraged but not required to donate food vouchers to be distributed by the college to low-income students who may experience food insecurity.

18. CAPITAL IMPROVEMENT

Capital improvements projects must be approved by the college. The expense of capital improvement projects will be borne by the CONTRACTOR and will be amortized over an agreed-upon timeline. Should the contract end before the capital improvement expenses are fully amortized, the college will reimburse the CONTRACTOR in full for the unamortized expenses,

19. PARKING

Parking at Saddleback College by the CONTRACTOR'S employees shall be subject to the same regulations and parking fees as apply to college employees generally.

20. INDEPENDENT CONTRACTOR

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

21. ASSIGNMENT/ADVERTISEMENT

- A. The contract shall not be assigned by the CONTRACTOR in whole or in part without the express written consent of the DISTRICT nor shall the CONTRACTOR have the right to authorize or permit the use of the DISTRICT facilities by third parties without the express written consent of the DISTRICT. This contract is made for the exclusive benefit of the parties, and no benefit to any third party is intended. The CONTRACTOR shall not use DISTRICT facilities for purposes not relating to the DISTRICT without prior written consent of the DISTRICT.
- B. In no instance shall the DISTRICT name be used by the CONTRACTOR in connection with any advertising or promotions without the specific prior written consent of the DISTRICT.

22. AMENDMENT

The terms, conditions, rates and provisions of the contract between the DISTRICT and CONTRACTOR may be amended by mutual consent of the parties from time to time by written modification and agreed upon by both parties.

23. NOTICES

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

| CONTRACTOR: Roy McDonald, James and Cindy Gau | DISTRICT: Dr. Jim Buysse |
|--|---|
| Proprietors | Acting Vice Chancellor, Business Services |
| 6282 Riviera Circle | South Orange County Community College |
| Long Beach, CA 90815 | District 28000 Marguerite Parkway |
| | Mission Viejo, CA 92692 |

24. NON-DISCRIMINATION

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any person, employee or applicant for employment and/or service because of race, creed, color, sex, handicap, or national origin: and shall comply with all federal, state, and local laws, regulations, and ordinances regarding equal employment opportunities and DISTRICT'S adopted affirmative action policy.

25. COMPREHENSIVENESS

- A. If any provision of the Agreement as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Agreement or its validity or enforceability.
- B. The complete contract includes documents, including the Request for Proposal, Information Required of Bidder, Insurance Policies, List of District Furnished Equipment, Contractor's Certificate Regarding Worker's Compensation, Contractor's Proposal, this Agreement, and all modifications and amendments thereto, by this reference incorporated herein. The contract documents are complementary and what is called for by one shall be as binding as if called for by all.

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

| CONTRACTOR | SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT |
|--|---|
| BY: | BY: |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Name | Dr. Jim Buysse |
| Title | Acting Vice Chancellor, Business Services |
| Date | Date |
| | District's Board of Trustee's Approval/Ratification Date |

Exhibit A

Hours of Operation

When classes are in session:

| Monday – Thursday: | 7:00 a.m. – 9:00 p.m. |
|--------------------|------------------------|
| Friday: | 7:00 a.m. – 2:00 p.m. |
| Saturday: | 10:00 a.m. – 2:00 p.m. |

When classes are not in session:

| Monday – Thursday: | 7:30 a.m. – 1:30 p.m. |
|--------------------|-----------------------|
| Friday: | 7:30 a.m. – noon |

The facility will be closed when the campus is closed.

Exhibit B Sample Menu

S&B FOODS

FOOD SERVICE PROGRAM SADDLEBACK COLLEGE

Catering Menu: 2017-2018

Contact: Cindy Gau Cell: (626) 383 – 8011 Work: (949) 451 – 5448

revised: 8/2/17

TABLE OF CONTENTS

| Catering Order Procedures | 3-4 |
|--|-------|
| A La Carte | 5 |
| A La Carte Appetizers | 6 |
| Cold Luncheon Faire / Spectacular Salads | 7 |
| Early Riser Breakfast / Afternoon Breaks | 8 |
| Campus Cookout | 9 |
| Classic Favorites | 10-11 |
| Traditional Alternatives | |
| Budget Express Menu | |

CATERING ORDER PROCEDURES

ORDERING FORMS

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

LABOR CHARGES

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

TIME CONTSTRAINT REQUIREMENTS

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

MENU SELECTION

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

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

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

LEFTOVER FOOD

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

CATERING ORDER PROCEDURES CONTINUED

CANCELLATION POLICY

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

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

Cake Cutting

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

Payment Procedures

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

Note Sales tax of 8.00% will be charged on all food and beverage items. The cafeteria respectfully declines to offer discounts on any and all purchases.

À La Carte

Beverages

| Starbucks | \$ 12.95 |
|--|----------|
| Starbucks Decaffeinated Coffee (per gallon) | \$ 12.95 |
| One Gallon Hot Water with 10 Assorted Tea Bags | \$ 9.95 |
| Beverages (by the gallon) | \$ 9.95 |
| (Orange juice, Lemonade, Ice Tea, and Punch) | |
| Cranberry Juice, Apple Juice (by the gallon) | \$ 10.95 |
| Bottled Tropicana Juice (12 oz.) | \$ 2.25 |
| Snapple | \$ 2.25 |
| Soft Drinks | \$ 1.95 |
| Bottled Water | \$ 1.95 |
| Mineral Water (Perrier) | \$ 2.75 |

Pastries

| Assorted Danish (large) | \$ 13.95 per dz. |
|---|------------------|
| Assorted Danish (small) | \$ 9.50 per dz. |
| Assorted Muffins (large) | \$ 13.95 per dz. |
| Assorted Muffins (small) | \$ 9.50 per dz. |
| Bagels w/Cream Cheese (large) | |
| Bagels w/ Cream Cheese (small) | |
| Croissants | \$ 1.95 each |
| Cinnamon Rolls | \$ 2.25 each |
| Fruit Yogurt | \$ 1.50 each |
| Assorted Cookies | |
| Brownies | |
| Coffee Cake | \$ 2.25 each |
| Assorted Dessert Bars (Lemon, Apple, Raspberry) | \$17.50 per dz. |

Special Services

| China & Silver Service (per setting) | \$ 2.25 per |
|--------------------------------------|---------------|
| Plate Utensils | |
| Plastic Cake Plates | \$ 0.25 each |
| Plastic Dinner Plates | \$ 0.50 per |
| Linen Cloth (white or blue) | |
| Linen Cloth | \$ 9.00 each |
| Cloth Napkins | \$ 1.25 each |
| Round Table Cloth (3-day notice) | \$ 22.95 each |

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

À La Carte Appetizers

Hot Appetizers

- Asian Style Chicken Wings
- Flaming Hot Wings

| Egg Rolls served with sweet & sour sauce (3 per person) | . \$ 2.50 per person |
|--|----------------------|
| Pot Stickers (3 per person) served with sweet & sour sauce | . \$ 2.50 per person |
| Shrimp Tempura (1 per person) with dipping sauce | . \$ 2.25 per person |
| Smoked Chicken Quesadilla (2 per person) with sour cream & salsa | . \$ 3.50 per person |
| Mini Taquitos (3 per person) with sour cream & salsa | |

Cold Appetizers

| Mini Sandwiches on croissant or sliced triangle bread (allows 3 halves per person) | |
|---|-----------------------|
| (Grilled vegetable with sun dried tomato pesto, turkey & provolone with dijon and may | 0 |
| roast beef & cheddar with horseradish spread, egg salad with green onion, chicken sala | d \$ 2.75 per person |
| Crudités Assorted Vegetables | \$ 2.75 per person |
| Cheese & Crackers | \$ 2.75 per person |
| Fresh Seasonal Fruit | \$ 2.50 per person |
| Sushi: California Rolls or Tempura Rolls (5 pieces) Includes wasabi and soy sauce | \$ 10.00 per person |
| Bruschetta (Toast Points with A Blend Of Roma Tomatoes, Garlic, Basil, & Olive Oil) | |
| Small (3 per person) | |
| Large (2 per person) | \$ 2.50 per person |
| Chilled Shrimp Platter includes Lemon Wedges & Cocktail Sauce Serves 25 people (2 Shrimp per person) | \$ 100.00 per platter |

Cold Luncheon Faire

Back to the Basics: Lunch Box

Grab & Go (minimum of 25)

Deli Stacks (minimum of 25)

| Assorted meats and cheese arranged on platters served with sandwich spreads, |
|--|
| antipasto relish tray, condiments, fresh baked breads, choice of salad, |
| cookies or brownies, assorted beverages\$ 9.50 per person |

Under Wraps

| Choice of Chicken Caesar, Roast Beef, Chicken salad, Tuna salad, Ham, Turkey | |
|--|--------------------|
| with dijionaise, pickle wrapped in flour tortillas with | |
| Romaine, iceberg, green leaf with choice of salad, cookies or brownies, | |
| and assorted beverages | \$ 9.50 per person |

Spectacular Salads

All salads are served with a dessert and beverage. Served inside individual containers for easy distribution.

Irvine Valley Spring Salad

California Cobb

| Avocado, blue cheese, hard-cooked eggs, tomato, Bacon and Turkey arranged on a bed of lettuce with |
|--|
| Your choice of Dressing\$ 8.25 per persor |

Asian Chicken Salad

Marinated and grilled boneless chicken breast on top of shredded lettuce and napa cabbage, carrot with crispy won tons, served with a Asian dressing......\$ 8.25 per person

Grilled Chicken Caesar Salad

| Romaine Lettuce served with Caesar dressing, parmesan cheese | |
|--|--|
| and grilled chicken topped with croutons\$ 8.25 per person | |

Early Riser Breakfast Buffet

Early Bird Special

| Assorted mini muffins & bagels with cream cheese, orange juice, | |
|---|--------------------|
| and Coffee Service with Gourmet Teas | \$ 6.50 per person |

Continental Breakfast (minimum of 15)

| Mini fruit platters, mini danish & muffins, orange juice, coffee service | |
|--|-----------|
| And assorted Gourmet Tea \$ 7.95 pe | er person |

Deluxe Breakfast (minimum of 25)

| Fluffy scrambled eggs, smoked bacon and sausage links or sausage patties, home-style potatoes, assorted | |
|---|---------------------|
| breakfast breads, orange juice, coffee service with assorted gourmet tea | \$ 9.75 per person |
| Add fruit (per person) | + \$1.00 per person |

Good Earth breakfast (minimum of 15)

Granola with yogurt and fresh fruit, coffee, orange juice and assorted Gourmet Tea...... \$ 6.95 per person

Presidential Continental Breakfast (minimum of 15)

Afternoon Breaks

Snack Pack (minimum of 25)

Whole fruit, individual cheese wraps, granola bars, and assorted drinks...... \$ 6.75 per person

Campus Snack Break (minimum of 25)

| Fruit platter, assorted cookies, brownies, and lemon bars, | |
|--|--------------------|
| assorted sodas, coffee, and tea | \$ 8.75 per person |

Power-Up Break

Power Bars, Granola Bars, Whole Fruit, Assorted Gatorade and bottled water...... \$ 8.50 per person

Campus Cookouts

All American BBQ (minimum of 100)

| ¹ / ₄ lb. Hamburgers/Cheeseburgers or ¹ / ₄ lb. Hebrew National Hot Dog or 4 oz. Chicken Breast | also includes | |
|---|--------------------|--|
| traditional condiments, with BBQ beans, potato salad, oatmeal raisin & chocolate chip cook | ies | |
| Possible Alternatives to the above entrées: turkey hot dogs, garden burger, polish dog. | | |
| Your choice of one entrée | \$ 7.95 per person | |
| Your choice of two entrées | \$ 8.95 per person | |
| Your choice of three entrées | \$ 9.95 per person | |

Louisiana Style BBQ (minimum of 50)

Baby Back Ribs with tangy BBQ sauce includes BBQ beans, rice pilaf, corn bread, ranch salad, seasonal pie and strawberry lemonade......\$ 11.95 per person

Fiesta Style BBQ (minimum of 50)

| Carne Asada (grilled flat steak), corn or flour tortillas, Spanish rice, refried black or pinto beans, |
|--|
| Creamy cilantro romaine salad, salsa, lettuce, cheese, traditional assorted cookies, |
| and assorted sodas \$ 16.95 per person |

Southern Style BBQ (minimum of 50)

Fried Chicken, macaroni & cheese, fresh fruit, corn bread, seasonal pie, and assorted drinks \$ 11.50 per person

Texas Style BBQ (minimum of 50)

Classic Favorites

PACKAGE #1 (minimum of 50)

PACKAGE #2 (minimum of 50)

Tri-Tip with rosemary garlic marinade, choice of potato or rice, seasonal vegetables, and choice of salad assorted beverage cookies or brownies for dessert......

PACKAGE #3 (minimum of 25)

PACKAGE #4 (minimum of 50)

PACKAGE #5 (minimum of 50)

PACKAGE #6 (minimum of 25)

PACKAGE #7 (minimum of 25)

Meat or Vegetable Lasagna Caesar salad, your choice of Parmesan garlic toast or dinner rolls & butter, assorted cookies Your choice of beverages. (Price is per entrée if both are required add \$2.00 per person)\$10.95 per person

PACKAGE #8 (minimum of 25)

| Chicken Parmesan served with spaghetti and mushroom marinara, tossed Italian salad, y | our choice of bread, |
|---|----------------------|
| assorted beverages. Your choice of dessert | \$ 10.95 per person |

PACKAGE #9 (minimum of 50)

Citrus herbed salmon, your choice of potatoes or rice, seasonal vegetables, garlic cheese bread, brownies or cookies, and choice of beverages\$ 12.95 per person

PACKAGE #10 (minimum of 50)

Stuffed Pasta Shells with ricotta cheese and mushroom marinara sauce, field salad, your choice of bread, assorted beverages and dessert of your choice\$ 9.95 per person

PACKAGE #11 (minimum of 25)

Traditional Alternatives

FIESTA PACKAGE #1

FIESTA PACKAGE #2

FIESTA PACKAGE #3

ASIAN FUSION

Pick one Entrée for \$10.00 or Combo it for an additional \$2.00 per person. Your choice of Orange Chicken, Kung Pao Chicken, or Teriyaki Chicken All entrees are accompanied with Chow Mein, Steamed Rice, Egg Rolls, Stir fry vegetable, and Fortune Cookies. Beverage of your choice and Ice tea or Strawberry lemonade included.

Budget Express Menu

| MEXICAN FUSION EXPRESS | |
|---|-------------------|
| #1. Street Soft Tacos, Ground Beef or Shredded Chicken | \$2.75 each. |
| (Salsa, Sour cream, Shredded lettuce and cheese included.) | |
| Add rice: \$2.25 per person | |
| Add beans: \$2.25 per person | |
| #2. Cheese Enchiladas with a blend of cheddar and Monterey Jack cheese topped | |
| with mild enchilada sauce. | \$1.95 each |
| (Includes sour cream) | |
| Add rice: \$2.25 per person | |
| Add beans: \$2.25 per person | |
| #3. Shredded Beef or Chicken Taquitos served with salsa. | Ś1.95 each. |
| Add rice: \$2.25 per person | ······ |
| Add beans: \$2.25 per person | |
| | |
| ASIAN FUSION EXPRESS | |
| #1. Chicken Teriyaki and Steamed Rice Bowl | \$3.95 per person |
| Add Vegetables: \$ 1.00 per person. | |
| Add: Eggroll \$1.00 each | |
| | to o- |
| #2. Vegetable Chow Mein | \$3.95 per person |
| Add Chicken: \$2.25 per person. | |
| Add: Eggroll \$1.00 each | |
| #3. Beef and Broccoli with Steamed Rice and Eggroll | \$5.75 per person |
| | · · · |

AMERICAN BUDGET EXPRESS

#1. Lemon herb chicken, boneless, skinless chicken breasts with capers and lemon butter sauce, includes your choice of either roast potatoes or rice pilaf. also includes green salad and rolls with butter. \$ 8.95 per person.

#2. Grilled tilapia, boneless mild white fish with creamy herb sauce, served with rice pilaf and steamed broccoli and rolls with butter \$ 8.95 per person.

- **TO:** Board of Trustees
- **FROM:** Thomas M. Fallo, Interim Chancellor
- RE: SOCCCD: Adopt Resolution No. 18-02 and Enter into Agreements for Technology and Related Services with Synergy Software Solutions, Inc. and Nimble Consulting
- ACTION: Approval

BACKGROUND

On June 26, 2017, the Board of Trustees approved the Student Success Roadmap project for \$875,000, the MAP Enhancements project for \$280,000, and the Student Information System (SIS) Enhancements for \$1,814,400.

The District has undertaken, established and uses unique software and systems that it developed and built on its own and are not used by other community college districts or higher education institutions including, but not limited to, MySite Portal, SmartSchedule, Student Information System (SIS), My Academic Plan (MAP), Sherpa, inform Data Warehouse, and Predictive Analytics.

<u>STATUS</u>

Synergy Software Solutions, Inc., Nimble Consulting and their respective employees and personnel possess unique and technical experience in providing technology and related services that are specific to the District's software and systems that are not available from other companies.

As detailed in Resolution No. 18-02, (EXHIBIT A) it would work an incongruity and not produce any advantage to competitively bid specialized technology and related services to be provided by Synergy Software Solutions, Inc. and Nimble Consulting. The cases, <u>Meakin v. Steveland</u> (1977) 68 Cal.App.3d 490 and <u>Los Angeles Dredging v. Long Beach</u> (1930) 210 Cal. 348, hold that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

Staff has consulted with legal counsel and recommends approval of the Synergy Software Solutions, Inc. agreement for a contract value of \$134,744 and the Nimble Consulting agreement for a contract value of \$190,208 for the term January 23, 2018 to August 31, 2018.

Funds are available in the approved basic aid projects: the Student Success Roadmap project for \$875,000, the MAP Enhancements project for \$280,000, and the Student information System (SIS) Enhancements for \$1,814,400.
RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 18-02 and enter into agreements for technology and related services with Synergy Software Solutions, Inc. for a contract value of \$134,744 and Nimble Consulting for a contract value of \$190,208 for the term January 23, 2018 to August 31, 2018.

BEFORE THE GOVERNING BOARD OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

RESOLUTION TO APPROVE CONTRACTS FOR TECHNOLOGY AND RELATED SERVICES TO SYNERGY SOFTWARE SOLUTIONS, INC. AND NIMBLE CONSULTING

RESOLUTION NO. 18-02

WHEREAS, the South Orange County Community College District ("District") has determined it is necessary to procure specialized technology and related services including, but not limited to, specialized project management services, database design and analysis, design and programming services, and specialized software development services;

WHEREAS, the District is atypical in higher education in the scope and scale of systems development it has undertaken and the District has established and uses unique software and systems that it developed and built on its own and are not used by other community college districts or higher education institutions including, but not limited to, MySite Portal, SmartSchedule, Student Information System (SIS), My Academic Plan (MAP), Sherpa, inform Data Warehouse, and Predictive Analytics;

WHEREAS, Synergy Software Solutions, Inc. ("Synergy") and its personnel possess unique technical skills and experience in providing business analysis, software development, database design and user interface design services; Synergy has in-depth knowledge of academic planning software and the specific requirements of the California community college system; is the only developer in the state who has fully integrated an academic planning tool with the state Project ASSIST articulation database and has experience in degree audit system integration which includes electronic transcripts; possesses "soft skills" which allows the District to have Synergy interact directly with the District's My Academic Plan (MAP) design team to perform business analysis lowering the overall cost to the District since Synergy can perform the functions that other consulting firms would require multiple people/ companies to perform;

WHEREAS, Synergy is best suited to provide technology and related services to implement, monitor and maintain the District's MySite Portal, Student Information System (SIS), and My Academic Plan (MAP);

WHEREAS, Nimble Consulting and its personnel possess unique technical skills and experience in that it was the primary database designer for a Student Information System (SIS) designed specifically for California community colleges; Nimble Consulting has extensive technical skills and experience in database design and architecture including the recent industry movement to hosted services such as Amazon Web Services (AWS) which the District is aggressively pursuing to lower long-term costs and business continuity risks; the District uses the SCRUM software development methodology and Nimble Consulting is also a certified ScrumMaster which enables it to successfully manage large scale software projects while also performing the database design on those projects; Nimble Consulting has a unique mix of deep technical, architectural and project management skills that would require the District to engage multiple people/ companies to perform the same services;

WHEREAS, Nimble Consulting is best suited to provide technology and related services to implement, monitor and maintain the District's MySite Portal, SmartSchedule, Student Information System (SIS), and Sherpa;

WHEREAS, pursuant to Public Contract Code section 3400(b)(3), the District's Board of Trustees ("Board") has determined that due to the specific and unique needs of the District, the specialized technology and related services including, but not limited to, specialized project management services, database design and analysis, design and programming services, and specialized software development services as it relates to the following systems used by the District: MySite Portal, SmartSchedule, Student Information System (SIS), My Academic Plan (MAP), Sherpa, inform Data Warehouse, and Predictive Analytics are only available from Synergy and Nimble Consulting;

WHEREAS, the District's Board has determined that it would work an incongruity and not produce any advantage to competitively bid specialized technology and related services including, but not limited to, specialized project management services, database design and analysis, design and programming services, and specialized software development services as it relates to the following systems used by the District: MySite Portal, SmartSchedule, Student Information System (SIS), My Academic Plan (MAP), Sherpa, inform Data Warehouse, and Predictive Analytics; and

WHEREAS, <u>Meakin v. Steveland</u> (1977) 68 Cal.App.3d 490 and <u>Los Angeles Dredging</u> <u>v. Long Beach</u> (1930) 210 Cal. 348 hold that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the District Board hereby finds, determines, declares and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines that the procurement of the District's specific and unique technology and related services is required and necessary based on the factors set forth above and herein, and that it would work an incongruity and not produce any advantage to competitively bid the procurement of such services since Synergy and Nimble Consulting are the only companies that can provide the specific and unique technology and related services required by the District.

Section 3. The Board hereby approves the contracts with Synergy and Nimble Consulting attached hereto as Attachment "A" and "B" respectively.

Section 4. This Resolution shall be effective as of the date of its adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the South Orange County Community College District this 22nd day of January, 2018, by the following vote:

AYES: ______ NOES: ______ ABSENT: ______ ABSTAINED:

I, Timothy Jemal, President of the Governing Board of the South Orange County Community College District, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees South Orange County Community College District

I, T.J. Prendergast III, Clerk of the Governing Board of the South Orange County Community College District, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Governing Board at a regular meeting thereof held on the 22nd day of January, 2018, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the South Orange County Community College District Governing Board this 22nd day of January, 2018.

Clerk of the Board of Trustees South Orange County Community College District



ATTACHMENT "A"

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is between South Orange County Community College District ("District"), a California community college district and political subdivision of the State of California, and **Synergy Software Solutions, Inc.** ("Contractor"). District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) 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; and

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

WHEREAS, Contractor 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, in consideration of these mutual promises, the Parties agree as follows:

1. <u>Scope of Service</u>. Contractor'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. Services to be provided by Contractor "Work"):

Perform specialized software development services in support of My Academic Plan(MAP) Enhancements and other Student Information Systems(SIS) projects as required and participate in design teams for any applicable 2018 projects.

Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. <u>Term</u>. This Agreement shall commence on January 23, 2018, and shall continue in full force and effect thereafter until and including August 31, 2018 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

- 3. Payment.
 - A. <u>Amount of Compensation</u>. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed One Hundred Thirty Four Thousand Seven Hundred Forty-Four Dollars (\$134,744.00 ("Contract Amount"). Additional details:Consultant hourly fee to be billed at \$109.00.
 - B. <u>For Reimbursement of Expenses</u>. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").
 - C. <u>Method and Schedule of Payment</u>. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.
 - i. <u>Invoice</u>. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. <u>California State Tax Withholding for Nonresidents of California</u>. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-

profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. <u>Trademark/Logo Use.</u> Contractor must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, 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. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure or alleged failure to comply with any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

7. <u>Use of Subcontractors</u>. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 13.

8. <u>Public Retirement System Retirees</u>. Contractor must disclose to District if Contractor has retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Contractor has retired from CalSTRS and hours worked limitations if Contractor has retired from CalPERS. If Contractor has retired from either CalSTRS or CalPERS, Contractor should be aware that the District is required to report all payments under this and any additional Agreements in any given year (July 1 – June 30).

(Click to select): CalSTRS CalPERS Retire Date and Agency: N/A

9. <u>Materials and Expenses</u>. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Work for District.

10. <u>Policies & Procedures and Rules & Regulations</u>. Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.

11. Originality of Services.

- a. <u>Matters Produced Under this Agreement.</u> Contractor 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. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- b. <u>Contractor Use of Other Copyright/Trademark/Patent Materials.</u> Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

12. <u>Termination</u>. Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. In such case, District shall compensate Contractor only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor. In such case, notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

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

14. <u>Insurance</u>. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contactor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000); per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000); and (vi) Cyber Liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence and an annual aggregate of One Million Dollars (\$1,000,000) covering claims involving privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, extortion and network security, and coverage needs to include remediation costs for expenses incurred relating to notification expenses, call centers, Information Technology forensics, and Public Relations support following an incident or breach.

Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to District, Attn: Risk Management Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692-3635, before Work is to commence.

15. <u>Transportation</u>. Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss

which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 13 above.

16. <u>Assignment.</u> The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

17. <u>Compliance with Applicable Laws</u>. The Work 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. Contractor 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 Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.

18. <u>Permits/Licenses</u>. Contractor and all Contractor'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 Work pursuant to this Agreement.

19. <u>Prevailing Wage.</u> Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.

20. <u>Professional Practices</u>. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

21. <u>Confidentiality</u>. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

22. <u>Employment with Public Agency</u>. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.

23. <u>Entire Agreement/Amendment</u>. This Agreement comprises the entire agreement between the Parties with respect to the subject matter and shall supersede and cancel all prior commitments or agreements, oral or written, made by the Parties in respect thereof. All such other Agreements and writings will have no further force or effect, and the parties to any such other agreement or writing will have no further rights or obligations there under.

Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

24. <u>Non-Discrimination</u>. Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

25. <u>Non-Waiver</u>. The failure of District or Contractor 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.

26. <u>Notice</u>. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered 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:

| <u>District</u> : | South Orange County Community College District Vice Chancellor, Business Services 28000 Marguerite Parkway Mission Viejo, CA 92692-3635 (949) 582-4664 |
|-------------------|--|
| Contractor: | Synergy Software Solutions, Inc. Pratik Modi 33 Raven Lane Aliso Viejo, CA 92656 213-300-8877 / |

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

27. <u>Severability</u>. 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.

28. <u>Exhibits</u>. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

29. <u>Interpretation</u>. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

30. <u>Conflict of Interest</u>. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

31. <u>Governing Law</u>. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange, California.

32. <u>Authority to Execute</u>. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.

33. <u>Approval by District's Board of Trustees</u>. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

34. <u>Time is of the Essence</u>. Time is of the essence with respect to all provisions of this Agreement.

35. <u>Accessibility of Information Technology</u>. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the South Orange County Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

36. <u>Certification Regarding Debarment, Suspension or Other Ineligibility</u>. (Applicable to all agreements funded in part or whole with federal funds).

- a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
- b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
 - Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
 - 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
 - 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
 - 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, Parties hereby agree.

| CONTRACTOR | | SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT |
|--|-------------------|--|
| BY: | | BY: |
| Signature of Authorized Representative | | Signature of Authorized Representative |
| Print Name: Pratik Modi | | Print Name: Dr. Jim Buysse |
| Print Title: Consultant/Owner | | Print Title: Acting Vice Chancellor, Business Services |
| Date: | | Date: |
| Initiating Department: | District IT | |
| Contact Name: | Jim Gaston | |
| Contact Phone & Email: | 949-582-4338/ JGa | aston@socccd.edu |



ATTACHMENT "B"

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is between South Orange County Community College District ("District"), a California community college district and political subdivision of the State of California, and Nimble Consulting ("Contractor"). District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) 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; and

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

WHEREAS, Contractor 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, in consideration of these mutual promises, the Parties agree as follows:

37. <u>Scope of Service</u>. Contractor'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. Services to be provided by Contractor "Work"):

Perform specialized project management, database analysis, design and programming tasks in support of Student Information Systems (SIS) Enhancements and Student Success Roadmap projects and participate in any applicable design team projects.

Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

38. <u>Term</u>. This Agreement shall commence on January 23, 2018, and shall continue in full force and effect thereafter until and including August 31, 2018 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

39. Payment.

- D. <u>Amount of Compensation</u>. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed One Hundred Ninety Thousand Two Hundred Eight Dollars (\$190,208.00) ("Contract Amount"). Additional details:Consultant hourly fee to be billed at \$138.00.
- E. <u>For Reimbursement of Expenses</u>. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").
- F. <u>Method and Schedule of Payment</u>. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.
 - ii. <u>Invoice</u>. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.
- 40. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a

Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, nonprofits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

41. <u>Trademark/Logo Use</u>. Contractor must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

42. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, 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. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure or alleged failure to comply with any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

43. <u>Use of Subcontractors</u>. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 13.

44. <u>Public Retirement System Retirees</u>. Contractor must disclose to District if Contractor has retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Contractor has retired from CalSTRS and hours worked limitations if Contractor has retired from CalPERS. If Contractor has retired from either CalSTRS or CalPERS, Contractor should be aware that the District is required to report all payments under this and any additional Agreements in any given year (July 1 – June 30).

(Click to select): CalSTRS CalPERS Retire Date and Agency: N/A

45. <u>Materials and Expenses</u>. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable

to Contractor for any costs or expenses paid or incurred by Contractor in performing Work for District.

46. <u>Policies & Procedures and Rules & Regulations</u>. Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.

- 47. Originality of Services.
 - c. <u>Matters Produced Under this Agreement.</u> Contractor 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. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
 - d. <u>Contractor Use of Other Copyright/Trademark/Patent Materials.</u> Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

48. <u>Termination</u>. Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. In such case, District shall compensate Contractor only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor. In such case, notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

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

50. Insurance. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contactor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000); er occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000); and (vi) Cyber Liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence and an annual aggregate of One Million Dollars (\$1,000,000) covering claims involving privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, extortion and network security, and coverage needs to include remediation costs for expenses incurred relating to notification expenses, call centers, Information Technology forensics, and Public Relations support following an incident or breach.

Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to District, Attn: Risk Management Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692-3635, before Work is to commence.

51. <u>Transportation</u>. Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all

associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 13 above.

52. <u>Assignment.</u> The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

53. <u>Compliance with Applicable Laws</u>. The Work 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. Contractor 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 Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.

54. <u>Permits/Licenses</u>. Contractor and all Contractor'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 Work pursuant to this Agreement.

55. <u>Prevailing Wage.</u> Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.

56. <u>Professional Practices</u>. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

57. <u>Confidentiality</u>. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

58. <u>Employment with Public Agency</u>. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.

59. <u>Entire Agreement/Amendment</u>. This Agreement comprises the entire agreement between the Parties with respect to the subject matter and shall supersede and cancel all prior commitments or agreements, oral or written, made by the Parties in respect thereof. All such other Agreements and writings will have no further force or effect, and the parties to any such other agreement or writing will have no further rights or obligations there under.

Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

60. <u>Non-Discrimination</u>. Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

61. <u>Non-Waiver</u>. The failure of District or Contractor 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.

62. <u>Notice</u>. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered 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:

| <u>District</u> : | South Orange County Community College District Vice Chancellor, Business Services 28000 Marguerite Parkway Mission Viejo, CA 92692-3635 (949) 582-4664 |
|-------------------|--|
| Contractor: | Nimble Consulting Christian Hira 33 Raven 2 Wiindgate Lane Mission Viejo, CA 92692 949-547-0498 / |

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

63. <u>Severability</u>. 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.

64. <u>Exhibits</u>. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

65. <u>Interpretation</u>. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

66. <u>Conflict of Interest</u>. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

67. <u>Governing Law</u>. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange, California.

68. <u>Authority to Execute</u>. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.

69. <u>Approval by District's Board of Trustees</u>. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

70. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

71. <u>Accessibility of Information Technology</u>. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the South Orange County Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

72. <u>Certification Regarding Debarment, Suspension or Other Ineligibility</u>. (Applicable to all agreements funded in part or whole with federal funds).

- c. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
- d. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 7) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 8) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
 - Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
 - 10) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
 - 11) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
 - 12) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, Parties hereby agree.

| CONTRACTOR | | SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT | | |
|--|--|--|--|--|
| BY: | | BY: | | |
| Signature of Authorized Representative | | Signature of Authorized Representative | | |
| Print Name: Christian Hira | rint Name: Christian Hira Print Name: Dr. Jim Buysse | | | |
| Print Title: Consultant/Owner | | Print Title: Acting Vice Chancellor, Business Services | | |
| Date: | | Date: | | |
| Initiating Department: | District IT | | | |
| Contact Name: | Jim Gaston | | | |
| Contact Phone & Email: | 949-582-4338/ JGaston@socccd.edu | | | |

- **TO:** Board of Trustees
- FROM: Thomas M. Fallo, Interim Chancellor
- **RE:** SOCCCD: Academic Employees and Classified Administrators Personnel Actions – Regular Items
- ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

<u>STATUS</u>

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

Those academic employees and classified administrators personnel actions shown in Exhibit A and Exhibit B are presented to the Board of Trustees for ratification to be effective on the dates as shown on the Exhibits.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the academic employees and classified administrators personnel actions as shown in Exhibit A and Exhibit B.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ACADEMIC EMPLOYEE AND CLASSIFIED ADMINISTRATOR PERSONNEL ACTIONS/RATIFICATIONS

A. <u>NEW PERSONNEL APPOINTMENTS</u>

- 1. **ADMINISTRATIVE EMPLOYMENT** (Ratified Pursuant to Board Policy 4002.1)
 - a. ANDERSON, GREGORY, is to serve as Acting Vice President for College Administrative Services (Saddleback College), Pos. #P0004523, in addition to his permanent position as President, Saddleback College, effective December 20, 2017. This is a temporary replacement until the permanent position is filled.
 - b. FALLO, THOMAS, is to be employed as Interim Chancellor, South Orange County Community College District, effective Jan. 1, 2018 until April 30, 2018 or sooner. Dr. Fallo served as Acting Chancellor for 30 days, so is now Interim Chancellor.
 - c. PESTOLESI, DIANE, is to be employed as Dean of Health Sciences and Human Services, Saddleback College, Pos. #P0004616, effective January 23, 2018. Approximate Salary Placement: Academic & Classified Administrators/Classified Managers Salary Range 22, Step 6. (EXHIBIT B, Attachment 1-Contract)
 - d. VO-KUMAMOTO, TRAM, is to be employed as Vice President for Instruction, Saddleback College, Pos. #P0004580, effective January 23, 2018. Approximate Salary Placement: Academic & Classified Administrators/Classified Managers Salary Range 25, Step 3. Education: Ed.D. (Educational Leadership) (expected May 2018), San Francisco State University; M.S. (Counseling/Higher Education), California State University-Hayward; B.A. (Psychology/Social Welfare), University of California-Berkeley. (EXHIBIT B, Attachment 2-Contract)

 Δ nnrov

2. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF (Ratified - Pursuant to Board Policy 4002.1)

| | | | <u>Appiox.</u> | |
|------------------------------|-------------------------|---------------------|----------------|------------|
| | | | <u>Salary</u> | |
| <u>Applicant</u> | Highest Degree | Assignment | Placement | Start Date |
| ¹ Accomando, John | PhD/Italian | Italian/SC | 5 | 01/16/18 |
| Bitong, Leslie | MFA/Dance | Dance/SC | 2 | 01/16/18 |
| Brown, Kevin | MA/TESOL | Adult Ed ESL/IVC | 5 | 01/16/18 |
| Burris, Jennifer | PhD/Nutrition & Diet | Nutrition/SC | 5 | 01/16/18 |
| Chung, Casey | MA/App. Linguistics | Adult ESL/IVC | 2 | 01/16/18 |
| ² Cox, Anne | Equivalency | Psychology/SC | 5 | 01/16/18 |
| Craib, Jennifer | Equivalency | Nursing/SC | 1 | 01/16/18 |
| Crook, Danielle | MS/Nursing | Nursing/SC | 2 | 01/16/18 |
| Dale, Jason | Equivalency | Human Services/SC | 2 | 01/16/18 |
| Earl, Krista | Equivalency | Nursing/SC | 1 | 01/16/18 |
| ³ Erb, Adrian | BS/Art Education | Archt.& Drafting/SC | 1 | 01/16/18 |
| Giordano, David | MA/Business Admin. | Computer Sci/SC | 5 | 01/16/18 |
| ⁴ Gleason, Linda | MS/Nursing | Nursing/SC | 5 | 01/16/18 |
| | | | | |

¹ CalSTRS Retiree

² CalSTRS Retiree

³ Omission from 12/11/17 BA- CalSTRS Retiree

| Gutierrez, Adrienne | Equivalency | Adult Education/SC | 1 | 01/16/18 |
|-----------------------------------|-----------------------|---------------------|---|------------|
| ⁵ Hall, Jennifer | MS/Counseling | Counseling/IVC | 2 | 01/16/18 |
| Harter-Johnson, D. | MFA/Dance | Dance/SC | 2 | 01/16/18 |
| ⁶ Henry, Rob | BA/Psychology | Emeritus/SC | 1 | 01/16/18 |
| Hernandez, Marcella | MA/Guidance & Couns | Counseling/SC | 5 | 01/16/18 |
| Holder, Bethany | Equivalency | Psychology/SC | 2 | 01/16/18 |
| Ibrahim, Sakina | MFA/Dance | Dance/SC | 2 | 01/16/18 |
| Jones, Cristina | MA/Social Work | Human Services/SC | 2 | 01/16/18 |
| Lee, Jinny | MS/Geological Science | Geology/IVC | 2 | 01/16/18 |
| Lehrich, Allyson | MA/Social Work | Emeritus/SC | 2 | 01/16/18 |
| ⁷ Longacre, Steven | MA/Special Education | Sign Language/SC | 5 | 01/16/18 |
| ⁸ Lowe, Lesley | MA/Physical Education | Emeritus/SC | 4 | 01/16/18 |
| ⁹ Loya, Danny | BA/Graphic Design | Graphic Comm/SC | 1 | 01/16/18 |
| Maldonado, Marcella | MS/ED Counseling | Counseling/IVC | 2 | 01/16/18 |
| ¹⁰ Massaro, Dixie | MA/Business Admin | Computer IM/IVC | 5 | 01/16/18 |
| Neibel, Katherine | MS/Microbiology | Biology/IVC | 3 | 01/16/18 |
| Pitcairn, Dylan | MS/Chemistry | Chemistry/IVC | 2 | 01/16/18 |
| Potenza, Paula | MS/Biology | Biology/IVC | 2 | 01/16/18 |
| Putter, Chaitra | MA/Elect. Engineering | Electronic Tech/IVC | 2 | 01/16/18 |
| Ramon, Miguel | MA/English | English/IVC | 2 | 01/16/18 |
| Rushman, Michael | MA/Music Performance | 6 | 2 | 01/16/18 |
| Russell, Susan | MA/Economics | Economics/SC | 2 | 01/16/18 |
| Ryan, Brittany | MFA/Painting | Art/SC | 2 | 01/16/18 |
| Schiano, Allen | PhD/Astronomy | Astronomy/SC | 5 | 01/16/18 |
| Sebei, Eman | MA/TESOL | Adult ESL/SC | 2 | 01/16/18 |
| Silva, Genise | Equivalency | Nursing/SC | 1 | 01/16/18 |
| Smith, Shadrach | BS/Biology | Health Sciences/SC | 1 | 01/16/18 |
| Song, Ike | MA/Economics | Economics/SC | 2 | 01/16/18 |
| Takeuchi, Shannon | MA/English | English/IVC | 2 | 01/16/18 |
| Vellanoweth, Dominic | e | NC Surgical Tech/SC | 1 | 01/16/18 |
| Walker, Kari | MA/Kinesiology | Emeritus/SC | 2 | 01/16/18 |
| ¹¹ Woodward, Ken | MA/Economics | Economics/SC | 5 | 01/16/18 |
| Zembruski, Joy | BA/Psychology | Adult ESL/SC | 1 | 01/16/18 |
| , , , , , , , , , , , , , , , , , | | | - | 51, 10, 10 |

3. <u>PERMANENT, FULL-TIME FACULTY/MANAGERS TEACHING OUTSIDE</u> <u>THEIR DISCIPLINE/EQUIVALENCY</u> (Ratified - Pursuant to Board Policy 4002.1)

| | | | <u>Approx.</u> <u>Salary</u> | |
|--------------------------------|----------------|-----------------|---------------------------------|------------|
| Applicant | Highest Degree | Assignment | <u>Placement</u> | Start Date |
| ¹² Mularski, Jedrek | Equivalency | Humanitities/SC | 7 | 01/16/18 |

⁶ CalSTRS Retiree

- ⁹ CalSTRS Retiree
- ¹⁰ CalSTRS Retiree
- ¹¹ CalSTRS Retiree

⁴ CalSTRS Retiree

⁵ Related to Ezekiel Hall, Senior Veterans Specialist, Irvine Valley College

⁷ CalSTRS Retiree

⁸ CalSTRS Retiree

¹² Current Full-time World History Instructor at Saddleback College

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated as indicated below for the 2017/2018 fiscal years.

| | | Not to Exceed | |
|----------------------|------------------------------------|---------------|-------------------|
| Name | Activity | Amount (\$) | Effective Date |
| Beasley, James | ESL 301 Trainer 2 | \$500.00 | 08/21/17-12/20/17 |
| Beck, Rebecca | ESL 201 Course Coordinator | \$1,270.00 | 08/14/17-12/20/17 |
| Bobrick, Alexis | Participant, WR399 Project 9 | \$500.00 | 08/21/17-12/20/17 |
| Caputo, Danilo | ECP Facilitation 4 | \$100.00 | 08/14/17-12/20/17 |
| Cayanan, Nathan | ESL 201 Trainer 2 | \$500.00 | 08/21/17-12/20/17 |
| Chun, Gina | ESL 370 Trainer 4 | \$500.00 | 08/21/17-12/20/17 |
| Coleman, Catherine | ESL 201 Trainer 1 | \$500.00 | 08/21/17-12/20/17 |
| Doherty, Michelle | Participant, WR399 Project 3 | \$500.00 | 08/21/17-12/20/17 |
| Fanego, Chris | ECP Facilitation 13 | \$100.00 | 08/14/17-12/20/17 |
| Frame, Stewart | ECP Facilitation 9 | \$100.00 | 01/17/17-05/25/17 |
| Goward, Barbara | Participant, WR399 Project 4 | \$500.00 | 08/21/17-12/20/17 |
| Goward, Barbara | ESL 370 Trainer 2 | \$500.00 | 08/21/17-12/20/17 |
| Granillo, Christine | Participant, WR399 Project 10 | \$500.00 | 08/21/17-12/20/17 |
| Hernandez, Angel | Coordinator, BSI Projects | \$2,732.00 | 08/21/17-12/20/17 |
| Hernandez, Angel | Coordinator, BSI Projects | \$2,732.00 | 01/09/18-05/23/18 |
| Hernandez, Angel | Coordinator, BSI Projects | \$1,366.00 | 05/29/18-08/12/18 |
| Herold, Julie | UC Personal Statement Volunteer 2 | \$246.96 | 08/14/17-12/20/17 |
| Holbrook, Taylor | UC Personal Statement Volunteer 3 | \$246.96 | 08/14/17-12/20/17 |
| Huggett, Danelle | UC Personal Statement Volunteer 4 | \$246.96 | 08/14/17-12/20/17 |
| Jaqubino, Alicia | ESL 201 Trainer 3 | \$500.00 | 08/21/17-12/20/17 |
| Johnson, Jeffrey | ECP Facilitation 4 | \$200.00 | 01/17/17-05/25/17 |
| Johnson, Jeffrey | Participant, WR399 Project 5 | \$500.00 | 08/21/17-12/20/17 |
| Johnson, Shauna | Participant, WR399 Project 6 | \$500.00 | 08/21/17-12/20/17 |
| Kaiser, Carling | Participant, WR399 Project | \$500.00 | 08/21/17-12/20/17 |
| Kaminsky, Rebecca | Crs. Coordinator, WR399 Project | \$1,766.66 | 01/16/18-05/23/18 |
| Kane, Chris | ESL 370 Trainer 3 | \$500.00 | 08/21/17-12/20/17 |
| Kelly, Aaron | ESL 301 Trainer 1 | \$500.00 | 08/21/17-12/20/17 |
| Knight-Finley, Misty | ECP Facilitation 8 | \$100.00 | 01/17/17-05/25/17 |
| Kremenetski, K. | ECP Facilitation 10 | \$100.00 | 08/14/17-12/20/17 |
| Laidemitt, Heidi | ESL 370 Trainer 1 | \$500.00 | 08/21/17-12/20/17 |
| Lombardi, Debbie | ESL 201 Trainer 5 | \$500.00 | 08/21/17-12/20/17 |
| Macafee, Lisa | ECP Facilitation 1 | \$100.00 | 08/14/17-12/20/17 |
| Makino, Mark | ESL 370 Trainer 5 | \$500.00 | 08/21/17-12/20/17 |
| Marino, Valerie | ECP Facilitation 12 | \$100.00 | 08/14/17-12/20/17 |
| McWhorter, Amy | OETF Canvas Trainer 2 | \$2,400.00 | 10/09/17-11/05/17 |
| Meyer, Kurt | Curriculum Director, WR399 Project | \$1,050.00 | 01/16/18-05/23/18 |
| Morris, April | GAP4+1 Program Director | \$4,098.00 | 01/09/18-05/24/18 |
| Murali, Manjari | ECP Facilitation 9 | \$100.00 | 08/14/17-12/20/17 |
| Nguyen, Teresa | ESL 201 Trainer | \$500.00 | 08/21/17-12/20/17 |
| Noone, Kristin | UC Personal Statement Volunteer 5 | \$246.96 | 08/14/17-12/20/17 |
| Park, Edward | ECP Facilitation 7 | \$100.00 | 01/09/18-05/24/18 |

Exhibit A Page 4 of 7

| B. <i>A</i> | ADDITIONAL | COMPENSATION: | GENERAL FUND | - Continued |
|--------------------|------------|----------------------|---------------------|-------------|
|--------------------|------------|----------------------|---------------------|-------------|

| Pham, Jax | UC Personal Statement Volunteer 6 | \$246.96 | 08/14/17-12/20/17 |
|---|---|-----------------------------|-------------------|
| Phelps, Kelicia | ESL 301 Trainer 4 | \$500.00 | 08/21/17-12/20/17 |
| Ponzillo, Gizelle | ESL SI Coordinator, SEP | \$4,074.84 | 01/09/18-05/24/18 |
| Romero, Amanda | CTE Committee Faculty Co-Chair 2 | \$2,732.00 | 01/09/18-05/24/18 |
| Ruiz-Vega, Rolando | ECP Facilitation 8 | \$100.00 | 08/14/17-12/20/17 |
| Seraphin, Eva | ECP Facilitation 1 | \$200.00 | 01/17/17-05/14/17 |
| Seraphin, Eva | ECP Facilitation 2 | \$100.00 | 08/14/17-12/20/17 |
| Seraphin, Eva | ECP Facilitation 8 | \$100.00 | 01/09/18-05/24/18 |
| Terranova, John | UC Personal Statement Volunteer 7 | \$246.96 | 08/14/17-12/20/17 |
| Vaught, Karen | Participant, WR399 Project 7 | \$500.00 | 08/21/17-12/20/17 |
| Vernazza, Daniel | ECP Facilitation 5 | \$100.00 | 08/14/17-12/20/17 |
| Virzi, Susan | ECP Facilitation 11 | \$100.00 | 01/17/18-05/25/18 |
| Ward, Patrick | ECP Facilitation 7 | \$100.00 | 01/17/18-05/25/18 |
| Warner, Brent | ESL 370 Course Coordinator | \$1,270.00 | 08/14/17-12/20/17 |
| Warner, Brent | ESL 301 Trainer 5 | \$500.00 | 08/21/17-12/20/17 |
| Warner, Brent | OETF Canvas Trainer 1 | \$2,400.00 | 09/05/17-10/02/17 |
| Watschke, Erik | ECP Facilitation 3 | \$100.00 | 08/14/17-12/20/17 |
| Webber, Jonathan | ECP Facilitation 6 | \$100.00 | 01/17/17-05/25/17 |
| Webber, Jonathan | ECP Facilitation 11 | \$100.00 | 08/14/17-12/20/17 |
| Williams, Sherry | ECP Facilitation 5 | \$100.00 | 01/17/17-05/25/17 |
| Williams, Sherry | Participant, WR399 Project 8 | \$500.00 | 08/21/17-12/20/17 |
| Wilson, Jeff | ESL 301 Course Coordinator | \$1,270.00 | 08/14/17-12/20/17 |
| Wood, Robert | UC Personal Statement Volunteer 8 | \$246.96 | 08/14/17-12/20/17 |
| Total for Month: C 2017-2018 IVC FIS | General Fund/IVC SCAL YEAR TOTAL TO DATE | \$44,690.22 \$351,024.40 | |

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for the 2017/2018 fiscal years.

| | | Not to Exceed | |
|--------------------|----------------------------------|---------------|-------------------|
| Name | <u>Activity</u> | Amount (\$) | Effective Date |
| Brei, Todd | OEROnlineCourse-OpenWashington | \$150.00 | 10/01/17-10/31/17 |
| Burnham, Stephanie | OEROnlineCourse-OpenWashington | \$150.00 | 10/01/17-10/31/17 |
| Chapman, Tamy | OEROnlineCourse-OpenWashington | \$150.00 | 10/01/17-10/31/17 |
| George, Sarah | OEROnlineCourse-OpenWashington | \$150.00 | 10/01/17-10/31/17 |
| Kuang, Shilong | OEROnlineCourse-OpenWashington | \$150.00 | 10/01/17-10/31/17 |
| Lopez Ediss, C. | OEROnlineCourse-OpenWashington | \$150.00 | 10/01/17-10/31/17 |
| Lunetto, Kathleen | Curriculum Lead Team | \$4,098.00 | 01/09/18-05/24/18 |
| McCarty, Ryan | OEROnlineCourse-OpenWashington | \$150.00 | 10/01/17-10/31/17 |
| McElroy, Mark | Chair, Intercollegiate Athletics | \$6,830.00 | 01/09/18-05/24/18 |
| Troy, Edward | OEROnlineCourse-OpenWashington | \$150.00 | 10/01/17-10/31/17 |
| | | | |
| Total for Month: (| General Fund/Saddleback College | \$ 12,128.00 | |
| 2017-2018 SC FISO | CAL YEAR TOTAL TO DATE | \$242,454.78 | |

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated as indicated below for 2017/2018 fiscal years.

| | <u>]</u> | Not to Exceed | |
|------------------|--|---------------|-------------------|
| Name | Activity | Amount (\$) | Effective Date |
| Jaqubino, Alicia | ESL Assessment Reader (SSSP) | \$239.76 | 05/30/17-08/12/17 |
| Total for Month: | Non-General Fund/Irvine Valley College | \$ 239.76 | |
| 2017-2018 IVC FI | SCAL YEAR TOTAL TO DATE | \$565,451.57 | |

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for 2017/2018 fiscal years.

| | | Not to Exceed | |
|--------------------|--------------------------------------|---------------|-------------------|
| <u>Name</u> | Activity | Amount (\$) | Effective Date |
| Barlow, Daniel | BSI English 390, F17 | \$411.60 | 11/03/17-11/04/17 |
| Beckham, Jack | LVLUP-Embed.Acad/Couns.Plenary | \$82.32 | 12/01/17-12/01/17 |
| Bennett, Michael | Coordinator, KNEA Program | \$6,832.56 | 01/16/18-05/23/18 |
| Binder, Gerald | Guest Lecture Series Speaker | \$100.00 | 01/19/18-01/19/18 |
| Bird, Chrissy | FA17 One Book, One College | \$1,000.00 | 08/10/17-12/21/17 |
| Brady, Ken | BSI English 390, F17 | \$411.60 | 11/03/17-11/04/17 |
| Bravo, Adam | Jazz Faculty for Combo Evals | \$50.00 | 10/25/17-11/01/17 |
| Brunner, Janelle | SSSP Assessment Fall 17 Reader | \$329.28 | 08/10/17-12/21/17 |
| Brunner, Janelle | BSI Teaching Dev. Writers, F17 | \$329.28 | 11/17/17-12/20/17 |
| Brunner, Janelle | BSI Eng 390 Spring Wrap-Up F17 | \$82.32 | 12/01/17-12/01/17 |
| Budica, Jessica | BSI Eng 390 Spring Wrap-Up F17 | \$82.32 | 12/01/17-12/01/17 |
| Casil, Amy | BSI Eng 390 Spring Wrap-Up F17 | \$82.32 | 12/01/17-12/01/17 |
| Cesareo, Claire | FA17 One Book, One College | \$1,000.00 | 08/10/17-12/21/17 |
| Chatham, Lynne | BSI English 390, F17 | \$411.60 | 11/03/17-11/04/17 |
| Cooper, Karin | BSI English 390, F17 | \$411.60 | 11/03/17-11/04/17 |
| DeSaracho, Mariana | AHE- Counseling Prof. Dev. Content | \$205.80 | 11/17/17-12/20/17 |
| Engels, Michael | LVLUP-Embed.Acad/Couns.Plenary | \$82.32 | 12/01/17-12/01/17 |
| Engels, Michael | LVLUP-Embed.Acad/Couns.Wrkgrp | \$205.80 | 12/01/17-12/20/17 |
| Fisher, Marni | BSI English 390, F17 | \$411.60 | 11/03/17-11/04/17 |
| Frazier, Vanessa | SSSP Assessment Fall 2017 Reader | \$329.28 | 08/10/17-12/21/17 |
| Frazier, Vanessa | BSI English 390, F17 | \$411.60 | 11/03/17-11/04/17 |
| George, Sarah | BSI English 390, F17 | \$411.60 | 11/03/17-11/04/17 |
| Giordano, David | Week of Workshops Facilitator | \$200.00 | 01/09/18-01/12/18 |
| Gonzalez, Frank | Fall Support for the NSF grant Co-PI | \$864.36 | 08/01/17-11/30/17 |
| Gonzalez, Sara | BSI Eng 390 Spring Wrap-Up F17 | \$82.32 | 12/01/17-12/01/17 |
| Goulding, Carrie | Level Up-English Course Leads F17 | \$823.20 | 10/20/17-12/20/17 |
| Goulding, Carrie | BSI Eng 390 Facilitator, F17 | \$411.60 | 11/03/17-11/04/17 |
| Goulding, Carrie | BSI Eng 390 Wrap-Up Facilitator | \$82.32 | 12/01/17-12/01/17 |
| Hawley, Adam | Masterclass for Music Ensemble | \$150.00 | 10/23/17-10/23/17 |
| Heffner, Jessica | BSI English 390, F17 | \$411.60 | 11/03/17-11/04/17 |
| HoidaMulholland, B | Level Up-English Course Leads F17 | \$823.20 | 10/20/17-12/20/17 |
| HoidaMulholland, B | BSI English 390, F17 | \$205.80 | 11/04/17-11/04/17 |
| HoidaMulholland, B | BSI Eng 390 Spring Wrap-Up F17 | \$82.32 | 12/01/17-12/01/17 |
| | | | |

Exhibit A Page 6 of 7

C. <u>ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND</u> – Cont.

| Horlings, Jane | FA17 One Book, One College | \$1,000.00 | 08/10/17-12/21/17 |
|--------------------|------------------------------------|----------------------|-------------------|
| Hughes, Luther | Private Lessons for Ian Weinholtz | \$550.00 | 09/07/17-12/14/17 |
| Hughes, Luther | Jazz Faculty for Combo Evals | \$100.00 | 10/25/17-11/01/17 |
| Hunt, Matt | BSI Eng 390 Spring Wrap-Up F17 | \$82.32 | 12/01/17-12/01/17 |
| Jenkins, Tina | AHE Peer Academy Facilitator | \$377.44 | 10/27/17-10/27/17 |
| Johnson, Paul | Private Lessons for Lowden Harrell | \$550.00 | 09/07/17-12/14/17 |
| Johnson, Paul | Jazz Faculty for Combo Evals | \$50.00 | 10/25/17-11/01/17 |
| Kaefer, Ken | BSI Eng 390 Spring Wrap-Up F17 | \$82.32 | 12/01/17-12/01/17 |
| Khomyakov, V. | Piano Recital | \$500.00 | 11/19/17-11/19/17 |
| Khosrowpour, Iman | Adjudicator for Concerto Comp. | \$200.00 | 12/09/17-12/09/17 |
| Knapp, Rebecca | Cooperative Work Experience | \$3,251.64 | 10/01/17-12/20/17 |
| Kohl, Colin | BSI English 390, F17 | \$411.60 | 11/03/17-11/04/17 |
| Lawson, Anne | Student Success Coord Nursing | \$1,996.00 | 10/01/17-12/15/17 |
| Major, Nicole | Week of Workshops Facilitator | \$200.00 | 01/09/18-01/12/18 |
| Metcalf, Tiffany | Week of Workshops Facilitator | \$200.00 | 01/09/18-01/12/18 |
| Meyer, Clifford | Perkins NATEF | \$1,194.00 | 10/01/17-10/31/17 |
| Murray, Peter | AHE Peer Academy Facilitator | \$377.44 | 10/27/17-10/27/17 |
| Myhren, Brett | BSI Teaching Dev. Writers, F17 | \$329.28 | 11/17/17-12/20/17 |
| Myhren, Brett | BSI Eng 390 Spring Wrap-Up F17 | \$82.32 | 12/01/17-12/01/17 |
| Nin, Orlantha | LVLUP-Embed.Acad/Couns.Plenary | \$82.32 | 12/01/17-12/01/17 |
| Nin, Orlantha | LVLUP-Embed.Acad/Couns.Wrkgrp | \$205.80 | 12/01/17-12/20/17 |
| Ottaiano, Ric | AHE Practicum- Fall 2017 | \$246.96 | 09/08/17-11/17/17 |
| Pangborn, Lori | BSI English 390, F17 | \$411.60 | 11/03/17-11/04/17 |
| Pinter, Gerald | Jazz Faculty for Combo Evals | \$100.00 | 10/25/17-11/01/17 |
| Rangel, Efren | LVLUP-Embed.Acad/Couns.Plenary | \$82.32 | 12/01/17-12/01/17 |
| Rangel, Efren | LVLUP-Embed.Acad/Couns.Wrkgrp | \$205.80 | 12/01/17-12/20/17 |
| Renault, Irene | FA17 One Book, One College | \$1,000.00 | 08/10/17-12/21/17 |
| Renault, Irene | LVLUP-Embed.Acad/Couns.Plenary | \$82.32 | 12/01/17-12/01/17 |
| Rodriguez, Angela | BSI Teaching Dev. Writers, F17 | \$246.96 | 11/17/17-12/20/17 |
| Rosenn, Tristen | Jazz Faculty for Combo Evals | \$100.00 | 10/25/17-11/01/17 |
| Seaman, Carolyn | OER Exploration/Adoption | \$1,029.00 | 08/21/17-12/20/17 |
| Sexton, Karen | BSI English 390, F17 | \$411.60 | 11/03/17-11/04/17 |
| Shaffer, Gina | BSI English 390, F17 | \$411.60 | 11/03/17-11/04/17 |
| Shaffer, Gina | Level Up-English Course Leads F17 | \$823.20 | 10/20/17-12/20/17 |
| Stachenfeld, M. | BSI English 390, F17 | \$411.60 | 11/03/17-11/04/17 |
| | Jazz Faculty for Combo Evals | \$100.00 | 10/25/17-11/04/17 |
| Stout, Ron | FA17 One Book, One College | | 08/10/17-12/21/17 |
| Tamara, Lydia | e e | \$500.00 \$82.32 | |
| Toscano, Laura | LVLUP-Embed.Acad/Couns.Plenary | | 12/01/17-12/01/17 |
| Toscano, Laura | LVLUP-Embed.Acad/Couns.Wrkgrp | \$205.80 \$411.60 | 12/01/17-12/20/17 |
| Troy, Edward | BSI English 390, F17 | \$411.60 | 11/03/17-11/04/17 |
| Vogel, Jeff | BSI English 390, F17 | \$411.60 | 11/03/17-11/04/17 |
| Weaver, Chris | SSSP Assessment Fall 2017 Reader | \$329.28 | 08/10/17-12/21/17 |
| Weaver, Chris | BSI English 390, F17 | \$411.60 | 11/03/17-11/04/17 |
| Weaver, Chris | BSI Teaching Dev. Writers, F17 | \$329.28 | 11/17/17-12/20/17 |
| Whynaught, Jeffrey | BSI English 390, F17 | \$411.60 | 11/03/17-11/04/17 |
| Zach, Alicia | OER Exploration/Adoption | \$1,029.00 | 08/21/17-12/20/17 |
| Zemanek, Erika | BSI Eng 390 Spring Wrap-Up F17 | \$82.32 | 12/01/17-12/01/17 |
| Ziem, Carol | SSSP Assessment Fall 2017 Reader | \$329.28 | 08/10/17-12/21/17 |
| Zimmerman, Ray | Level Up-English Course Leads F17 | \$823.20 | 10/20/17-12/20/17 |

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Cont.

Zoval, Jim Fall Support for the NSF Grant PI \$2,181.48 08/01/17-11/09/17

Total for Month: Non-General Fund/Saddleback College\$ 42,835.322017-2018 SADDLEBACK FISCAL YEAR TOTAL TO DATE \$245,671.42

D. <u>AUTHORIZATION TO ESTABLISH A NEW, ACADEMIC ADMINISTRATOR</u> <u>POSITION</u>

1. ATHLETICS DIRECTOR/ASSISTANT DEAN OF KINESIOLOGY & ATHLETICS, Req. #REQ6911, an Academic Administrator position at Saddleback College, Academic & Classified Administrators/Managers Salary Range 20, Division of Kinesiology & Athletics. This position was approved by the Interim Chancellor on December 19, 2017 and Ratified by the Board of Trustees on January 22, 2018. (Exhibit B, Attachment 3-Job Description)

E. WORKLOAD BANKING

1. SMITH, MAUREEN, ID #14431, Geography Instructor, Pos. #P0003785, Division of Social and Behavioral Sciences, Saddleback College, is requesting a banked workload leave for the Fall Semester 2018, based on the equivalent of 15 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2015-2018, in compliance with the Workload Banking Program.

F. <u>RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT</u>

¹³MOORE, LARRY, ID#: 003837, CIM-Networking Instructor (50%), Division of Economic & Workforce Development and Business Science, Saddleback College, Position #P0004587), resignation effective December 21, 2017 and retirement effective December 22, 2017. Payment is authorized for any compensated time off. (Start date: August 16, 1999). (Corrected from December 11, 2017 Board Agenda)

G. <u>REORGANIZATION</u>

¹⁴SADDLEBACK COLLEGE seeks authorization to change the reporting structure for the following administrator and staff positions within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021, from reporting to the Assistant Vice President for Institutional Effectiveness/Office of Instruction, to begin reporting to the President/Office of the President. (Corrected from December 11, 2017 Board Agenda)

¹³ Adjustment to retirement date – should be December 22, 2017.

¹⁴ Adjustment to Reorganization on December 11, 2017 Board Agenda – there was **NO Exhibit B, Attachment 2**



Office of Human Resources

AGREEMENT FOR EMPLOYMENT OF DEAN OF HEALTH SCIENCES AND HUMAN SERVICES AT SADDLEBACK COLLEGE BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND DR. DIANE PESTOLESI

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 22nd day of January, 2018 by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board", as appropriate) and Dr. Diane Pestolesi (hereinafter "Dr. Pestolesi").

IT IS HEREBY AGREED AS FOLLOWS:

1. <u>Dean of Health Sciences and Human Services</u>. Dr. Pestolesi is hereby employed as Dean of Health Sciences and Human Services at the District's Saddleback College campus for a period of time commencing on January 23, 2018, and ending on June 30, 2020, or sooner. Dean of Health Sciences and Human Services is an academic employee as defined in Education Code Section 87001(a), a Health Services administrator or educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California; the rules and regulations of the Board of Governors of the California Community Colleges; and the rules, regulations, policies and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. <u>Powers and Duties</u>. Dr. Pestolesi shall perform all of the powers and duties of the position of Dean of Health Sciences and Human Services at Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. Pestolesi may be transferred or assigned to any duties or positions for which she possesses the minimum qualifications required by law. However, reassignment pursuant to this Section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation during the term of this Agreement.

4. <u>Salary</u>. Salary paid to the Dean of Health Sciences and Human Services shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 6, \$184,296 per annum. The salary shall be paid in equal monthly installments for the duration of the Agreement. The salary shall be paid in 12 equal monthly installments with proration for a period of less than a full year of service. The Board reserves the right to increase the Dean of Health Sciences and Human Services salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. <u>Professional Schedule and Vacation</u>. Dr. Pestolesi shall be required to render 12 months of service of full and regular service (approximately 243 days, depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor. Dr. Pestolesi shall also accrue two

(2) days of vacation with pay for each full month of employment during the term of this Agreement, exclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Dr. Pestolesi may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Pestolesi reaches this maximum amount, she will cease to accrue additional vacation benefits until her balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. Pestolesi shall be entitled to compensation for unused and accrued vacation days at her then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the College President.

6. <u>Performance Evaluations</u>:

6.1 The Vice President for Instruction will provide Dr. Pestolesi with periodic opportunities to discuss the Vice President for Instruction/Dean relationship.

6.2 The Vice President for Instruction will set Dr. Pestolesi's goals for the each 12-month period by June 20. Dr. Pestolesi's performance in achieving those goals and carrying out her other duties will be evaluated by the Vice President for Instruction by October 20 of that academic year.

7. <u>Expenses and Required Memberships</u>:

7.1 The District shall reimburse Dr. Pestolesi, as actually budgeted, and in accordance with District policy and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. Pestolesi in the performance of the duties of Dean of Health Sciences and Human Services.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Pestolesi for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Dr. Pestolesi with a monthly stipend of \$250 to cover use of a personal automobile within Orange County.

8. <u>Fringe Benefits</u>. The District shall provide to Dr. Pestolesi, her spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, vision, and life insurance, as are granted to the District's 12-month administrative employees including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, Dr. Pestolesi, her spouse, and eligible dependents shall receive the same health and medical benefit package including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees.

9. <u>Amendment, Termination, or Non-renewal</u>.

9.1 This Agreement may be amended by mutual written agreement between the parties.

9.2 Non-renewal of this Agreement shall be in accordance with Education Code section 72411. However, no later than December 31, 2019, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Dr. Pestolesi in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the Board provides such written notice to Dr. Pestolesi, this Agreement will terminate effective at the close of business on June 30, 2020. If Dr. Pestolesi has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean of Health Sciences and Human Services may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for three additional years under the same terms and conditions as are set forth herein.

This Agreement may be terminated by the Board prior to its expiration. Prior to exercising its 9.3 right to early termination of this Agreement, the Board, the Chancellor, or designee, shall provide the Dean of Health Sciences and Human Services with a written statement which includes notice of the proposed action and a reasonably detailed statement of the reasons for the action. Reasons for early termination may include the grounds set forth in Education Code Section 87732, or other conduct constituting a material breach of the terms of this Agreement. However, the procedures for dismissal set forth in Education Code Sections 87660 et. seq. and Sections 87732 et. seq. shall not apply to termination of this Agreement. The Dean of Health Sciences and Human Services shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Health Sciences and Human Services may, at her own expense, be represented at this meeting by counsel of her choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Dean of Health Sciences and Human Services, provide the Dean of Health Sciences and Human Services with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Health Sciences and Human Services shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Health Sciences and Human Services shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Pestolesi has previously acquired tenure in the District as a faculty member, she shall be so assigned upon the termination of this Agreement, and the terms and conditions of her employment will be the same as any other similarly situated faculty member. Termination of Dr. Pestolesi from her employment with the District, as opposed to the termination of this Agreement, shall be pursuant to the provisions of California Education Code Section 87732 et. seq., and 87660 et. seq. Effective the date of this agreement, she will be placed on Range V, Step 20 of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

9.4 In addition to any other provision of this Agreement relating to termination or non-renewal, the Board shall have the option to terminate this Agreement prior to its expiration by providing the Dean of Health Sciences and Human Services with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Health Sciences and Human Services shall receive an amount equivalent to not more than eighteen (18) months of salary and benefits or an amount equal to the salary and benefits remaining on the contract, whichever is less. Any early termination pursuant to this Section shall not include any other noncash items, and Dr. Pestolesi's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

10. <u>Entire Agreement</u>. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and

understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

11. <u>Headings</u>. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

12. <u>Applicable Law</u>. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of, the State of California. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

13. <u>Savings Clause</u>. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

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

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

by

Timothy Jemal President, Governing Board South Orange County Community College District

by_____

Thomas M. Fallo Interim Chancellor South Orange County Community College District

by_____

Diane Pestolesi Dean of Health Sciences and Human Services Saddleback College Dated _____

Dated _____

Dated _____

Dean of Health Sciences and Human Services, Saddleback College



Office of Human Resources

AGREEMENT FOR EMPLOYMENT OF VICE PRESIDENT FOR INSTRUCTION SADDLEBACK COLLEGE BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND TRAM VO-KUMAMOTO

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 22nd day of January, 2018, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board", as appropriate) and Tram Vo-Kumamoto (hereinafter "Ms. Vo-Kumamoto").

IT IS HEREBY AGREED AS FOLLOWS:

1. <u>Vice President for Instruction</u>. Ms. Vo-Kumamoto is hereby employed as Vice President for Instruction at the District's Saddleback College campus for a period of time commencing on January 23, 2018, and ending on June 30, 2020, or sooner. Vice President for Instruction is an academic employee as defined in Education Code Section 87001(a), and an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. <u>Powers and Duties</u>. Ms. Vo-Kumamoto shall perform all of the powers and duties of the position of Vice President for Instruction at Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Ms. Vo-Kumamoto may be transferred or assigned to any duties or positions for which she possesses the minimum qualifications required by law. However, reassignment pursuant to this Section of the Agreement, during the term of this Agreement.

4. <u>Salary</u>. Salary paid to the Vice President for Instruction shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 25, Step 3, \$184,296 per annum. The salary shall be paid in equal monthly installments for the duration of the Agreement. The salary shall be paid in 12 equal monthly installments with proration for a period of less than a full year of service. The Board reserves the right to increase the Vice President for Instruction's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. <u>Professional Schedule and Vacation</u>. Ms. Vo-Kumamoto shall be required to render 12 months of service of full and regular service (approximately 243 days, depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor. Ms. Vo-Kumamoto shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement, exclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Ms. Vo-Kumamoto may accrue vacation days up to a maximum of forty-eight (48) days. Once Ms. Vo-Kumamoto reaches this maximum amount she will cease to accrue additional vacation benefits until her balance falls below the maximum amount. Upon termination or expiration of this Agreement, Ms. Vo-Kumamoto shall be entitled to compensation for unused and accrued vacation days at her then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the College President.

6. <u>Performance Evaluations</u>:

6.1 The President will provide Ms. Vo-Kumamoto with periodic opportunities to discuss the President/Vice President relationship.

6.2 The President will set Ms. Vo-Kumamoto's goals for the each 12-month period by June 20. Ms. Vo-Kumamoto's performance in achieving those goals and carrying out her other duties will be evaluated by the President by October 20 of that academic year.

7. <u>Expenses and Required Memberships</u>:

7.1 The District shall reimburse Ms. Vo-Kumamoto, as actually budgeted, and in accordance with District policy and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Ms. Vo-Kumamoto in the performance of the duties of Vice President for Instruction.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. Vo-Kumamoto for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Ms. Vo-Kumamoto with a monthly stipend of \$475 to cover use of a personal automobile within Orange County.

8. <u>Fringe Benefits</u>. The District shall provide to Ms. Vo-Kumamoto, her spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, vision, and life insurance, as are granted to the District's 12-month administrative employees including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, Ms. Vo-Kumamoto, her spouse, and eligible dependents shall receive the same health and medical benefit package including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees.

- 9. <u>Amendment, Termination, or Non-renewal</u>.
- 9.1 This Agreement may be amended by mutual written agreement between the parties.

Vice President for Instruction, Saddleback College

9.2 Non-renewal of this Agreement shall be in accordance with Education Code section 72411. However, no later than December 31, 2019, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Ms. Vo-Kumamoto in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the Board provides such written notice to Ms. Vo-Kumamoto, this Agreement will terminate effective at the close of business on June 30, 2020. If Ms. Vo-Kumamoto has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Vice President for Instruction may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for three additional years under the same terms and conditions as are set forth herein.

9.3 This Agreement may be terminated by the Board prior to its expiration. Prior to exercising its right to early termination of this Agreement, the Board, the Chancellor, or designee, shall provide the Vice President for Instruction with a written statement which includes notice of the proposed action and a reasonably detailed statement of the reasons for the action. Reasons for early termination may include the grounds set forth in Education Code Section 87732, or other conduct constituting a material breach of the terms of this Agreement. However, the procedures for dismissal set forth in Education Code Sections 87660 et. seq. and Sections 87732 et. seq. shall not apply to termination of this Agreement. The Vice President for Instruction shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Vice President for Instruction may, at her own expense, be represented at this meeting by counsel of her choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Vice President for Instruction, provide the Vice President for Instruction with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Vice President for Instruction shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Vice President for Instruction shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Ms. Vo-Kumamoto has not previously acquired tenure in the District as a faculty member, she shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the Board's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, she will be placed on Range 5, Step 2 of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

9.4 In addition to any other provision of this Agreement relating to termination or non-renewal, the Board shall have the option to terminate this Agreement prior to its expiration by providing the Vice President for Instruction with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Vice President for Instruction shall receive an amount equivalent to not more than eighteen (18) months of salary and benefits or an amount equal to the salary and benefits remaining on the contract, whichever is less. Any early termination pursuant to this Section shall not include any other noncash items, and Ms. Vo-Kumamoto's right to any allowances set forth herein shall end

upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

10. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

11. <u>Headings</u>. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

Applicable Law. This Agreement is drawn to be effective in, and shall be construed in 12. accordance with the laws of, the State of California. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of 13. competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

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

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

by_____

Timothy Jemal President, Governing Board South Orange County Community College District

by

Thomas M. Fallo Interim Chancellor South Orange County Community College District

by_____ Tram Vo-Kumamoto Vice President for Instruction Saddleback College

Vice President for Instruction, Saddleback College

Dated

Dated

Dated

Page 4 of 4

South Orange County Community College District

ATHLETICS DIRECTOR/ASSISTANT DEAN OF KINESIOLOGY & ATHLETICS

(Saddleback College)

(Academic Administrator - Range 20 the Integrated Management Salary Schedule)

DEFINITION

To serve as Athletics Director for Saddleback College; to plan, develop, organize, coordinate, direct, review and evaluate the entire college athletics program (20 intercollegiate sports), including selecting, recommending for hire, training, supervising and evaluating the performances of all coaches and other personnel assigned to the athletics department.

And to serve as assistant administrator and supervisor of the Kinesiology & Athletics division of the college; and to assist the Dean, as assigned, in providing leadership to develop, organize and implement the division's goals and objectives; to assist the Dean as needed in planning, developing, organizing, scheduling, directing, improving and evaluating the division's programs, curriculum and related student support services in consultation with academic leadership, chairs, coaches, faculty and classified support staff.

To foster a culture of collaboration, mutual respect, innovation and continuous improvement throughout the District; lead by example; actively participate in and support District-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Dean of Kinesiology & Athletics or the Vice President for Instruction's designee.

Exercises functional and technical supervision over academic, professional coaching and classified staff as assigned, including the Assistant Athletics Director.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

- 1. Serve as Athletics Director for Saddleback College; plan, develop, organize, coordinate, implement, direct, review and evaluate the entire range of authorized athletics programs and services, ensuring compliance with local, District, State and federal regulations and requirements.
- 2. Visit athletic competition/practice sites, offices and other work locations in keeping with the policies of the Board of Trustees and administrative procedures to observe and evaluate the methods and effectiveness of all coaches, assistant coaches and other personnel who report directly to the Athletics Director.
- 3. Assist coaches with hiring of staff; forward selected names and recommendations to hire to Dean of Kinesiology & Athletics; and provide athlete and coach orientation, conditioning and athletics training programs.
- 4. Develop and provide a variety of student support services and programs, such as student athletic recruitment and retention, academic tracking and athletic eligibility, health and safety.
- 5. Develop, write and edit all required documentation for Title IX compliance, such as the annual Equity in Athletics Disclosure Act (EADA), CCCAA Gender Equity Form R-4, department mission, diversity and gender equity statements.

- 6. Arrange for athletic events; advise and inform other college personnel when planning programs and services for student athletes and athletic activities.
- 7. Distribute SOCCCD calendar of due dates to all athletic coaching staff; monitor due dates, send reminders to all coaching staff, and follow up to assure all due dates have been met.
- 8. Identify facility needs and direct planning for the movement, creation or elimination of facilities for programs; supervise use of athletic facilities; coordinate athletic uses of training and weight room facilities; recommend and review policies for student and community use of facilities at the college; review and recommend changes, repairs and improvement of athletic equipment and facilities.
- 9. Assist coaches and student athletes with timely and accurate completion of required eligibility forms according to established guidelines; ensure the timely review and printing of transcripts for all student athletes as necessary to assess their eligibility; regularly monitor and review eligibility of student athletes for conformance to established and legal guidelines; and ensure the timely and accurate preparation of the required eligibility report(s), using established procedures.
- 10. Oversee the coordination of college vehicles for athletics travel, insurance claim processing, and concession procedures.
- 11.Develop, prepare, submit, administer, monitor and review annual program budgets for athletics, including budget requests for equipment, supplies and personnel; and approve timekeeping records for all athletic department staff.
- 12. Direct the acquisition, maintenance and use of athletic-related equipment; and maintain an equipmentreplacement plan; direct the maintenance of adequate records and controls to assure that athletic expenditures and operations remain within established budget limitations; monitor and approve purchase requisitions, review and control expenditures from athletics accounts and prepare agenda items for Board approval as needed.
- 13. Provide leadership for Booster and other athletics club fundraising activities; assist booster club leaders with the ordering, sale or delivery of logo apparel, passes, plaques; disseminate information about the availability of fundraising projects and activities; and provide information concerning specific fundraising ideas and resources.
- 14. Attend all athletic home events/competitions and act as, or designate, the game administrator; and serve as liaison with State and conference organizations related to athletics; interface with the community in matters of community relations and affairs associated with Saddleback College athletics; promote and coordinate Athletic programs and services and arrange for the development of promotional materials and college publications.
- 15. Assist the Dean in providing leadership in the administration of the Kinesiology & Athletics division of the college as needed, including personnel management, in accordance with laws, regulations, District policy and collective bargaining agreements; assist in directing and evaluating the programs and departments assigned to Kinesiology & Athletics, currently including Kinesiology, Athletics, Dance, Health and Adapted Kinesiology.
- 16. Analyze, interpret and monitor the student success rates of athletic programs and student preparedness and recommend change as needed.
- 17.Participate in the development of the College's strategic plan, communicating the needs, goals, plans and overall role of areas of assignment.
- 18.Lead the athletics department in planning, program development and performance of the mission and in carrying out the College's mission, goals and objectives.

- 19. Communicate with college, district, State, and federal personnel to coordinate Athletics needs, programs, services and activities; resolve conflicts and issues and develop new and effective certificate and degree programs; provide leadership in delivery of courses, certificates, and degrees for assigned instructional division.
- 20. Oversee the preparation and production of the athletic handbook, bulletins, and other publications; coordinate master athletic calendars; direct the preparation and maintenance of detailed and comprehensive reports, records and files regarding assigned personnel, facilities, programs, services and activities.
- 21.Participate in the selection of new coaching staff, classified support staff and temporary professional staff in accordance with District policies and legal requirements as assigned.
- 22. Organize, attend or chair a variety of administrative and staff meetings related to strategic planning, budget, curriculum, advisory committees and other activities; participate in collegial consultation, shared governance and appropriate advisory committee meetings and provide in-service and workshops for employees.
- 23. Supervise the planning, organizing and arranging of appropriate staff development programs and activities for faculty and staff; orient new employees and direct the implementation of flex time procedures.
- 24. Maintain current knowledge of methods and new technologies pertinent to Athletics; monitor legislation, new State Education Code regulations and other State guidelines to determine athletic program impact.
- 25. Provide leadership and advocacy to enhance innovation and participation in issues related to areas of assignment to ensure student success; communicate the changing expectations, trends and needs of athletic preparation effectively to college personnel.
- 26. Assist assigned Vice President in the resolution of student and faculty concerns related to area of assignment.
- 27.Create a positive campus climate that fosters innovation in program and services development for athletics; work with the community, business, industry and other educational institutions to promote athletics; contribute to the development and implementation of a coordinated outreach, marketing and public relations process and plan for athletics programs and services.
- 28. Work collaboratively and develop partnerships/agreements with advisory boards, professional associations, K-12 and transfer institutions, business and industry; cultivate and promote positive and substantive relationships with local business and industry; serve as a leader of and advocate for the college within the business community.
- 29.Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of students.
- 30. Perform related duties as assigned.

QUALIFICATIONS

Education and Experience Guidelines:

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

A Master's degree from an accredited college or university with emphasis in Athletic Administration, Physical Education or closely-related field. An earned doctorate from an accredited college or university is preferred.

Experience:

At least of three years of successful experience at the postsecondary level as an Assistant Athletic Director, teacher or head coach, or any combination of related athletic or administrative experience, including at least one year of successful postsecondary administrative/supervisory experience in Athletics and evidence of a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, physically challenged, and ethnic backgrounds of community college students.

Licenses and other Certification:

Valid California driver's license.

Knowledge of:

A community college system.

- All divisions and their inter-relationships; a thorough knowledge of the various student support services required to enhance instruction.
- Applicable District policies and local, State and federal laws, codes and regulations, Including Title V and California Education Code.

Basic data collection and analysis related to student learning outcomes, retention, and success.

Community relations and external resource development.

Computer systems and software applications related to assigned instructional division.

Curriculum development.

District safety policies and procedures.

Evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of students, faculty and staff.

Evidence of understanding and experience with the principles of collegial consultation.

Interpersonal skills including tact, patience and diplomacy.

Management techniques that encourage creativity improve efficiency and increase productivity.

Oral and written communication skills.

Organizational and management practices as applied to assigned division.

Participatory governance process and venue fostering open communication among divisions, programs and services.

Principles and practices of budget preparation and management.

Principles and practices of training and supervision.

Principles of program evaluation, student assessment, and organizational development.

Role and purpose of technological systems in providing online instruction, instructional support and student services.

Team-oriented leadership style.

Web page design, Blackboard and/or other course management systems, and other instructional and student services software.

Ability to:

Advocate for assigned division's programs and needs.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Assist in assessing, managing, implementing, using and applying technology in the management and delivery of assigned athletic training or student services programs.

Assist in forecasting current and future needs and costs affecting assigned division.

Build trusting relationships by acting with integrity, courtesy, and responsibility, even in the face of stress or demanding workplace conditions.

Collect, compile and analyze data.
Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.

Demonstrate commitment to academic and professional excellence.

Demonstrate flexibility and adaptability.

Develop and provide athletic services to meet the needs of a wide variety of student athletes.

Develop markets and promotional strategies for courses, services and projects related to foundational skills that will promote enrollment growth, retention and student success.

Develop, prepare and administer program budgets.

Display empathy and positive regard for others in written, verbal and non-verbal communications.

Embrace and work effectively within a system of participatory governance.

Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

Establish and maintain effective, harmonious and collaborative relationships with a diverse population of students, staff and community.

Exercise initiative and work independently.

Exercise judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action.

Integrate multiple activities and programs around the goals of the athletic program.

Interact effectively with diverse students, staff, faculty and administrators.

Interpret, analyze, apply and explain applicable local, State and federal laws and regulations.

Interpret, apply and explain applicable District policies and procedures.

Lead, train, supervise, and evaluate assigned staff.

Maintain proficiency of athletics by attending trainings, reading job-related materials and meeting with others in the same area of responsibility.

Maintain work areas in a clean and orderly manner.

Manage complex grants and budgets.

Meet all required standards of confidentiality and safety.

Operate computer/applications software, including database management, spreadsheet, word processing and software related to athletics.

Operate modern office equipment such as computer, printer, calculator, copier and facsimile machine.

Participate with other campus personnel in developing and coordinating activities, goals, and services;

Perform work with tact, patience and sensitivity.

Plan and organize work.

Plan, evaluate and supervise athletic programs, services and activities.

Plan, organize, coordinate, manage and expedite assigned programs, services and activities related to athletics in a manner conducive to full performance and high morale.

Prepare oral and written reports and recommendations.

Read, interpret, and explain laws, rules and regulations, and implement new, existing or revised personnel policies and procedures.

Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.

Represent the college at the community, State and national levels.

Resolve conflicts and solve problems.

Serve as an effective management team member.

Train and provide supervision and work direction to others as assigned.

Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

Use independent judgment in the interpretation and application of rules, regulations, policies and procedures.

Work collaboratively with administration, classified management, academic and classified staff, and students. Work effectively in a fast paced environment with numerous interruptions.

Work effectively with colleagues and students by practicing punctuality, respect for deadlines, collaborative problem solving, and honest communication.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment

Standard office setting. Typically, duties are performed in an office environment while sitting at a desk or computer workstation. An incumbent also visits athletic competition/practice sites and is subject to contact with others, frequent interruptions, noise from talking or office equipment and demanding legal timelines. At least minimal environmental controls to assure health and comfort.

Physical Demands

The incumbent must regularly sit for long periods, walk short distances on a regular basis, travel to various locations to visit athletic competition sites, attend meetings and athletic competitions and otherwise conduct work; use hands and fingers to operate an electronic keyboard or other office machines; reach with hands and arms, speak clearly and distinctly to answer telephones and to provide information; see to read fine print and operate computer; hear and understand voices over telephone and in person; and lift, carry, and/or move materials weighing up to 5 pounds on a regular basis and up to 20 pounds on an occasional basis.

- **TO:** Board of Trustees
- **FROM:** Thomas M. Fallo, Interim Chancellor
- **RE:** SOCCCD: Classified Personnel Actions Regular Items
- ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

<u>STATUS</u>

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the classified personnel actions as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. <u>NEW PERSONNEL APPOINTMENTS</u>

- 1. <u>CLASSIFIED EMPLOYMENT</u> (Information Items Pursuant to Board Policy 4002.1)
 - a. ¹ARAIZA, ALBERTO is to be employed as Computer/Audiovisual Technician, Pos. #P0004465, Technology Services, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 126, Step 1, 25 hours per week, 12 months per year, effective January 2, 2018.
 - b. BAUTISTA, DAISY is to be employed as Administrative Assistant, Categorical, Pos. #P0011293, Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Step 1, 25 hours per week, 12 months per year, effective December 11, 2017. <u>This position was ratified by the Board of Trustees on June 26, 2017. Employment in this categorical funded position is contingent upon funding by the Adult Education/K-12 Partnerships.</u>
 - c. FRANCKE, MELISSA is to be employed as Admissions and Records Specialist I, Pos. #P0002727, Enrollment Services, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 116, Step 1, 25 hours per week, 12 months per year, effective December 11, 2017.
 - d. JEROME, PRIYA is to be employed as Executive Director of Business Services, Pos. #P0007288, Administrative and Business Services, District Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 23, Step 4, 40 hours per week, 12 months per year, effective January 19, 2018.
 - e. LUONG, NGOC is to be employed as Office Assistant, Categorical, Pos. #P0004485, Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 1, 28 hours per week, 12 months per year, effective December 18, 2017. <u>Employment in this categorical</u> <u>funded position is contingent upon funding by FS126, Community Education.</u>
 - f. NGUYEN, VINH is to be employed as Research and Planning Analyst, Categorical, Pos. #P0005657, Research, Planning and Accreditation, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 138, Step 3, 40 hours per week, 12 months per year, effective December 18, 2017. <u>Employment in this categorical funded</u> position is contingent upon funding by the Student Success and Support Program (SSSP).
 - g. PELTIER, LOUIS is to be employed as Electrician, Pos. #P0003566, Facilities, Maintenance and Operations, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 128, Step 3, 40 hours per week, 12 months per year, effective January 2, 2018.

¹ Related to Elva Araiza Admissions and Records Evaluator, Saddleback College; Jose Araiza, Groundskeeper, Saddleback College; Arthur Araiza, Counseling Office Assistant, Saddleback College; Tanis Araiza, Groundskeeper, Irvine Valley College; Luz-Maria Luna, Lab Technician, Computers, Saddleback College.

A. <u>NEW PERSONNEL APPOINTMENTS</u> – Continued

- 1. <u>CLASSIFIED EMPLOYMENT</u> (Information Items Pursuant to Board Policy 4002.1)
 - h. PRADO, FABIAN is to be employed as Program Assistant, Categorical, Pos. #P0011294, Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Step 1, 40 hours per week, 12 months per year, effective January 2, 2018. <u>This position was ratified by the Board of Trustees on June 26, 2017. Employment in this categorical funded position is contingent upon funding by the Adult Education/K-12 Partnerships.</u>
 - i. RASOULI, MOHAMMED is to be employed as Admissions and Records Specialist I, Pos. #P0002617, Enrollment Services, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 116, Step 1, 25 hours per week, 12 months per year, effective January 2, 2018.
- 2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items Pursuant to Section 70902(d) of the California Education Code)

| | | Range/ | |
|----------------------|------------------------------------|--------|-------------------|
| Name | <u>Classification</u> | Step | Start Date |
| Case, Pamela | Counseling Office Assistant/SC | 20.24 | 12/15/17-06/30/18 |
| Favreau, John | Tech. Director/Scenic Designer/IVC | 30.80 | 09/21/17-06/30/18 |
| Fuentes Arce, Blanca | Custodian/SC | 19.27 | 12/18/17-06/30/18 |
| Hernandez, Madeline | Administrative Assistant/SC | 23.48 | 12/01/17-06/30/18 |
| Madrid, Tracey | Custodian/SC | 19.27 | 12/21/17-06/30/18 |
| Murillo, Lizet | Administrative Assistant/IVC | 23.48 | 12/18/17-06/30/18 |
| Stone, Sherna | Custodian/SC | 19.27 | 12/04/17-06/30/18 |
| Tejeda, Guillermo | Financial Aid Specialist/IVC | 25.92 | 12/01/17-06/30/18 |

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2017/2018 academic year**, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

| | | Hourly | |
|--------------------------|------------------------|-----------------|-------------------|
| <u>Name</u> | Position | <u>Rate \$)</u> | Start/End Date |
| Abubakar, Shalonda | Project Specialist/IVC | 21.00 | 12/18/17-06/30/18 |
| Arevalo, Sylvia | Project Specialist/SC | 24.00 | 12/01/17-06/30/18 |
| Bertolino, Christopher | Project Specialist/SC | 19.00 | 12/08/17-06/30/18 |
| Blakely, Bradford | Project Specialist/SC | 21.00 | 11/09/17-06/30/18 |
| Carlisle, Marilouise | Project Specialist/IVC | 100.00 | 12/18/17-06/30/18 |
| Castillo, Walter | Project Specialist/SC | 14.00 | 12/04/17-06/30/18 |
| Dao, Ngan | Project Specialist/SC | 25.00 | 12/01/17-06/30/18 |
| Devaul, Derek | Project Specialist/SC | 11.50 | 12/18/17-06/30/18 |
| Garcia, Amy | Project Specialist/DS | 23.00 | 11/20/17-06/30/18 |
| Guzman-Marquez, Laura | Project Specialist/IVC | 13.00 | 12/15/17-06/30/18 |
| Jamshid Shirazi, Sepideh | Clerk/SC | 16.00 | 12/21/17-06/30/18 |

A. <u>NEW PERSONNEL APPOINTMENTS</u> – Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2017/2018 academic year**, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

| Kavazov, Violeta Khabovets, Kristina Martinez, Joshua Mazaiwana, Alice | Project Specialist/SC Project Specialist/SC Project Specialist/SC Project Specialist/SC | 17.00 35.00 20.00 16.00 | 11/02/17-06/30/18 01/02/18-06/30/18 11/15/17-06/30/18 12/04/17-06/30/18 |
|---|--|----------------------------------|--|
| Orloff, Kristin | Project Specialist/SC | 55.00 | 11/15/17-06/30/18 |
| Oyama, Janice | Project Specialist/DS | 17.00 | 01/02/18-06/30/18 |
| Parra, Jacqueline | Clerk/SC | 16.00 | 10/23/17-06/30/18 |
| Perez, Jeremiah | Project Specialist/IVC | 20.00 | 10/13/17-06/30/18 |
| Rubio, Maria | Project Specialist/SC | 25.00 | 12/01/17-06/30/18 |
| Salgado, Clever | Outreach Aide/SC | 13.50 | 01/02/18-06/30/18 |
| Semanik, Erika | Project Specialist/SC | 14.00 | 01/09/18-06/30/18 |
| Sepahpour, Ardeshir | Project Specialist/SC | 12.00 | 12/01/17-06/30/18 |
| Signorelli, Keoni | TMD Aide/IVC | 14.00 | 12/01/17-06/30/18 |
| Vigueras, Carla | TMD Aide/IVC | 20.00 | 10/15/17-06/30/18 |
| Yoo, Daniel | Coaching Aide/SC | 25.00 | 11/22/17-06/30/18 |

4. The following individuals are to be employed as **Student Help** (**Temporary**), Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2017/2018 academic year**.

| Name | Start/End Date |
|---------------------------|-------------------|
| Choy, Zi Yang | 12/01/17-06/30/18 |
| El Nmeir, Julie | 12/12/17-06/30/18 |
| Fadaei Forghan, Amir | 12/19/17-06/30/18 |
| Farahbod, Nahid | 10/15/17-06/30/18 |
| Khodadoustan, Pardis | 11/27/17-06/30/18 |
| Kusto, Stephanie | 11/15/17-06/30/18 |
| Onbirbak, Neema | 12/12/17-06/30/18 |
| Rashidisharifabad, Shirin | 12/11/17-06/30/18 |
| Umlang, Drew | 12/01/17-06/30/18 |

5. The following individuals are to be employed on a temporary basis, as Professional Expert, Community and Contract Education, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the 2017/2018 academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

| | | <u>Not to</u> | |
|-----------------------|-----------|---------------|-------------------|
| <u>Name</u> | Position | Exceed (\$) | Start/End Date |
| Amirkhalili, Mohammad | Tutor/IVC | 11.50 | 01/02/18-06/30/18 |
| Bedolfe, Tamara | Tutor/SC | 12.00 | 12/01/17-06/30/18 |
| Brown, Jordaan | Model/SC | 25.00 | 11/21/17-06/30/18 |

A. <u>NEW PERSONNEL APPOINTMENTS</u> – Continued

5. The following individuals are to be employed on a temporary basis, as **Professional Expert**, **Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2017/2018** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

| Bruno, John | Model/SC | 25.00 | 10/15/17-06/30/18 |
|-----------------------------|-------------------------------|-------|-------------------|
| Chapman, Jillian | Tutor/SC | 12.00 | 11/15/17-06/30/18 |
| Charara, Fatima | Tutor/IVC | 11.50 | 12/15/17-06/30/18 |
| Craib, Jennifer | Clinical Skills Specialist/SC | 30.00 | 01/16/18-06/30/18 |
| Crook, Danielle | Clinical Skills Specialist/SC | 30.00 | 12/01/17-06/30/18 |
| Donnelly, Cole | Tutor/SC | 12.00 | 11/15/17-06/30/18 |
| Eiseman, Stephanie | Interpreter IV/IVC | 30.00 | 11/22/17-06/30/18 |
| El-Hage, Wadad | Tutor/IVC | 11.50 | 01/02/18-06/30/18 |
| Ensor, Anja | Tutor/SC | 12.00 | 12/01/17-06/30/18 |
| Erickson, Ryan | Tutor/IVC | 11.50 | 01/02/18-06/30/18 |
| Fugate, Adam | Clinical Skills Specialist/SC | 20.00 | 01/02/18-06/30/18 |
| Hejrani, Reyhaneh | Tutor/IVC | 11.50 | 12/15/17-06/30/18 |
| Johnson, Jennifer | Interpreter IV/SC | 30.00 | 10/15/17-06/30/18 |
| Marlatt, Terin | Clinical Skills Specialist/SC | 20.00 | 11/27/17-06/30/18 |
| Mirjafarifiroozabadi, Seyed | Tutor/IVC | 11.50 | 12/15/17-06/30/18 |
| Padden, Thomas | Clinical Skills Specialist/SC | 20.00 | 12/01/17-06/30/18 |
| Silva, Genise | Clinical Skills Specialist/SC | 30.00 | 01/16/18-06/30/18 |
| Thantrakul, Karen | Tutor/SC | 12.00 | 10/15/17-06/30/18 |
| Wang, Chloe | Tutor/IVC | 11.50 | 11/22/17-06/30/18 |
| Warren, Vicki | Tutor/SC | 12.00 | 11/15/17-06/30/18 |
| Woo, Kendall | Tutor/SC | 12.00 | 11/15/17-06/30/18 |

B. <u>AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION</u> <u>NUMBERS</u>

- 1. HUMAN RESOURCES OPERATIONS SUPERVISOR, a classified manager, Pos. #P0004952, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 9, Office of Human Resources, District Services, seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective April 30, 2018 or sooner. (Position approved: February 24, 2014)
- POLICE OFFICER, Pos. #P0004401, Police Officer Salary Schedule Range II, Office of Safety and Security, Saddleback College, seeks authorization to eliminate this part-time, 29 hours per week, 12 months per year position from its staff complement, effective January 22, 2018. (Position approved: June 27, 2011)

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

- 1. DIRECTOR OF RECRUITMENT AND EMPLOYMENT SERVICES, a classified manager, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 18, Office of Human Resources, District Services, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective January 22, 2018.
- 2. EMPLOYEE/EMPLOYER RELATIONS MANAGER, a classified manager, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 13, Office of Human Resources, District Services, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective January 22, 2018.
- 3. NETWORK SYSTEMS TECHNICIAN I, Pos. #P0012735, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 132, Technology Services, Saddleback College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective December 4, 2017. <u>This position was approved by the Acting Chancellor on December 4, 2017</u>.
- 4. PROGRAM ASSISTANT, SPECIAL FUNDED, Pos. #P0012728, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Student Equity and Special Programs, Saddleback College, seeks authorization to establish and announce this part-time, 24 hours per week, 12 months per year position to its staff complement, effective November 30, 2017. <u>This position was approved by the Acting Chancellor on November 30, 2017. This position is special funded with employment contingent upon funding by Veteran Credit Articulation <u>Track Award (V-CAT)</u>.</u>

D. <u>REORGANIZATION</u>

- 1. DISTRICT SERVICES seeks authorization to reclassify, eliminate and replace with the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
 - a. RECLASSIFY DISTRICT ACCOUNTING SYSTEMS SPECIALIST, Pos. #P0004104, Office of Fiscal Services, CSEA Classified Bargaining Unit Salary Schedule Range 137, full-time, 40 hours per week, 12 months per year position; TO DISTRICT ACCOUNTING SYSTEMS SPECIALIST, Pos. #P0004104, Office of Fiscal Services, CSEA Classified Bargaining Unit Salary Schedule Range 139, full-time, 40 hours per week, 12 months per year position, effective February 1, 2018.
 - b. RECLASSIFY DISTRICT PAYROLL SYSTEMS SPECIALIST, Pos. #P0008962, Office of Fiscal Services, CSEA Classified Bargaining Unit Salary Schedule Range 137, full-time, 40 hours per week, 12 months per year position; TO DISTRICT PAYROLL SYSTEMS SPECIALIST, Pos. #P0008962, Office of Fiscal Services, CSEA Classified Bargaining Unit Salary Schedule Range 139, full-time, 40 hours per week, 12 months per year position, effective February 1, 2018.

D. <u>**REORGANIZATION**</u> – Continued

- 1. DISTRICT SERVICES seeks authorization to reclassify, eliminate and replace with the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
 - c. ²RECLASSIFY HUMAN RESOURCES SPECIALIST, Office of Human Resources, CSEA Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hours per week, 12 months per year;

TO HUMAN RESOURCES ANALYST, Office of Human Resources, CSEA Classified Bargaining Unit Salary Schedule Range 132, full-time, 40 hours per week, 12 months per year position, effective January 22, 2018.

- ²RECLASSIFY HUMAN RESOURCES SPECIALIST, Office of Human Resources, CSEA Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hours per week, 12 months per year;
 TO HUMAN RESOURCES ANALYST, Office of Human Resources, CSEA Classified Bargaining Unit Salary Schedule Range 132, full-time, 40 hours per week, 12 months per year position, effective January 22, 2018.
- 2. SADDLEBACK COLLEGE seeks authorization to reclassify, eliminate and replace with the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
 - a. ³RECLASSIFY PROGRAM ASSISTANT, CATEGORICAL, Pos. #P0004781, Department of Development Services, Office of College Foundation, CSEA Classified Bargaining Unit Salary Schedule Range 118, part-time, 29 hours per week, 12 months per year position;

TO DEVELOPMENT ASSISTANT I, Pos. #P0007015, Department of Development Services, Office of College Foundation, CSEA Classified Bargaining Unit Salary Schedule Range 128, full-time, 40 hours per week, 12 months per year position, effective November 1, 2017.

 PROMOTE EMILY CRAMER, ID #018552, from PROGRAM ASSISTANT, CATEGORICAL, Pos. #P0004781, Department of Development Services, Office of College Foundation, CSEA Classified Bargaining Unit Salary Schedule Range 118, Step 5, part-time, 29 hours per week, 12 months per year; to DEVELOPMENT ASSISTANT I, Pos. # P0007015, Department of Development Services, Office of College Foundation, CSEA Classified Bargaining Unit Salary Schedule Range 128, Step 3, full-time, 40 hours per week, 12 months per year, effective November 1, 2017.

² Position ID numbers to be determined upon reclassification through in-house promotional only recruitment.

³ Correction: Position ID number on December 11, 2017 Board Agenda corrected from #P0012727 to #P0007015.

D. <u>**REORGANIZATION**</u> – Continued

- 2. SADDLEBACK COLLEGE seeks authorization to reclassify, eliminate and replace with the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
 - b. **RECLASSIFY** APPLICATIONS SPECIALIST II, Pos. #P0004093, Faculty Center for Student Success, CSEA Classified Bargaining Unit Salary Schedule Range 138, full-time, 40 hours per week, 12 months per year position;

TO INSTRUCTIONAL TECHNOLOGIST, Pos. #P0004093, Faculty Center for Student Success, CSEA Classified Bargaining Unit Salary Schedule Range 142, full-time, 40 hours per week, 12 months per year position, effective February 1, 2018.

- i. ⁴PROMOTE THOMAS MACKENZIE, ID #017911, from APPLICATIONS SPECIALIST II, Pos. #P0004093, Faculty Center for Student Success, CSEA Classified Bargaining Unit Salary Schedule Range 138, Step 6, full-time, 40 hours per week, 12 months per year; to INSTRUCTIONAL TECHNOLOGIST, Pos. #P0004093, Faculty Center for Student Success, CSEA Classified Bargaining Unit Salary Schedule Range 142, Step 5, full-time, 40 hours per week, 12 months per year, effective February 1, 2018.
- c. RECLASSIFY APPLICATIONS SPECIALIST II, Pos. #P0004111, Faculty Center for Student Success, CSEA Classified Bargaining Unit Salary Schedule Range 138, fulltime, 40 hours per week, 12 months per year position;
 TO INSTRUCTIONAL TECHNOLOGIST, Pos. #P0004111, Faculty Center for Student Success, CSEA Classified Bargaining Unit Salary Schedule Range 142, full-time, 40 hours per week, 12 months per year position, effective February 1, 2018.
 - PROMOTE VIVIAN NGUYEN, ID #015407, from APPLICATIONS SPECIALIST II, Pos. #P0004111, Faculty Center for Student Success, CSEA Classified Bargaining Unit Salary Schedule Range 138, Step 6, full-time, 40 hours per week, 12 months per year; to INSTRUCTIONAL TECHNOLOGIST, Pos. #P0004111, Faculty Center for Student Success, CSEA Classified Bargaining Unit Salary Schedule Range 142, Step 5, full-time, 40 hours per week, 12 months per year, effective February 1, 2018.
- d. RECLASSIFY COSTUME/MAKEUP DESIGNER, Pos. #P0003318, Division of Fine Arts, CSEA Classified Bargaining Unit Salary Schedule Range 132, full-time, 40 hours per week, 12 months per year position;
 TO COSTUME MAKER, Pos. #P0003318, Division of Fine Arts, CSEA Classified Bargaining Unit Salary Schedule Range 132, full-time, 40 hours per week, 12 months per

year position, effective January 22, 2018.

⁴ Related to Emalee Mackenzie, Biology Instructor, Irvine Valley College.

E. <u>PERMANENT CHANGE IN HOURS PER WEEK</u>

1. SADDLEBACK COLLEGE (SC): <u>CLASSIFIED CHANGE IN HOURS WEEK</u> (Information Items – Pursuant to Board Policy 4002.1)

| | | Range/ | Hours- | Hours- | Effective |
|------------|----------------------|--------|-------------|--------|------------------|
| Name | Permanent Assignment | Step | From | To | Date |
| Kong, Tyan | Police Officer | II/1 | 20 | 40 | 12/11/2017 |

F. <u>CHANGE OF STATUS</u>

1. DISTRICT SERVICES (DS): <u>CLASSIFIED CHANGE IN EMPLOYMENT STATUS</u> (Information Items – Pursuant to Board Policy 4002.1)

| | Assignment | Assignment | Range/ | | Effective |
|------------------------------|------------------|----------------------|-------------|--------------------|------------|
| <u>Name</u> | Departed | Promotion | <u>Step</u> | Hours Hours | Date |
| Anselmo, Leilani | P0003464, | P0010538, Human | 127/2 | 40 | 12/04/2017 |
| | Human | Resources | | | |
| | Resources | Compliance Support | | | |
| | Assistant | Specialist | | | |
| ⁵ McCue, Jennifer | P0010862, | Interim Director of | 21/4 | 40 | 12/01/2017 |
| | Interim Director | Public Relations and | | | |
| | of Marketing | Marketing | | | |
| | and | - | | | |
| | Communications | | | | |

G. OUT OF CLASS ASSIGNMENTS

1. DISTRICT SERVICES placed the following permanent Classified Bargaining Unit employee/s in a temporary, out of class assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

| | Permanent | Temporary | Range/ | | Effective |
|-----------------|----------------------------|----------------------|--------|-------|------------------|
| Name | Assignment | Assignment | Step | Hours | Date |
| Adrian, | P0003389, Human | P0012341, Acting | 9/1 | 40 | 12/01/2017 |
| Christopher | Resources | Human Resources | | | |
| _ | Specialist | Operations | | | |
| | - | Supervisor | | | |
| Cooney, Natalie | P0004573, | P0012839, Acting | 8/4 | 40 | 01/02/2018 |
| | Executive | Executive | | | |
| | Secretary, Office of | Assistant, Office of | | | |
| | the Chancellor and | the Chancellor and | | | |
| | Trustee Services | Trustee Services | | | |
| Nahavandi, | P0003669, Human | P0003389, Human | 127/1 | 40 | 12/11/2017 |
| Kamron | Resources Assistant | Resources | | | |
| | | Specialist | | | |

⁵ Correction: Range/Step on December 11, 2017 corrected to 21/4.

G. OUT OF CLASS ASSIGNMENTS – Continued

2. IRVINE VALLEY COLLEGE placed the following permanent Classified Bargaining Unit employee/s in a temporary, out of class assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

| | Permanent | Temporary | Range/ | | Effective |
|-----------------------|------------------|------------------|--------|-------|------------|
| Name | Assignment | Assignment | Step | Hours | Date |
| ⁶ Khandan, | P0003654, Senior | P0012736, Senior | 131/2 | 40 | 12/01/2017 |
| Nasser | Administrative | Accounting | | | |
| | Assistant | Specialist | | | |
| Meyer, John | P0004595, Police | P0012696, Acting | 16/1 | 40 | 05/24/2017 |
| | Operations | Chief of Police | | | |
| | Lieutenant | | | | |

3. SADDLEBACK COLLEGE placed the following permanent Classified Bargaining Unit employee/s in a temporary, out of class assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

| | Permanent | Temporary | Range/ | | Effective |
|----------------------|--------------------|------------------|--------|-------|------------|
| Name | Assignment | Assignment | Step | Hours | Date |
| ⁷ Norman, | P0003500, | P0012349, Acting | 12/2 | 40 | 01/01/2018 |
| Shawn | Senior Child | Child | | | |
| | Development | Development | | | |
| | Specialist | Center Director | | | |
| Rodriguez, | P0003483, | P0012697, | 131/1 | 40 | 12/01/2017 |
| Adalberto | Extended | Program Outreach | | | |
| | Opportunity | Specialist | | | |
| | Program Specialist | | | | |
| | (Bilingual) | | | | |

4. SADDLEBACK COLLEGE returned the following permanent Classified Bargaining Unit employee/s from a temporary, out of class assignment, back to their permanent assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

| | Permanent | <u>Temporary</u> | Range/ | | Effective |
|---------------|---------------|------------------|-------------|-------|------------|
| Name | Assignment | Assignment | <u>Step</u> | Hours | Date |
| Arreola, Jose | P0002794, | P0012127, Lead | 118/6 | 40 | 12/11/2017 |
| | Groundskeeper | Groundskeeper | | | |
| Pifer, Don | P0002509, | P0012132, | 113/6 | 40 | 12/11/2017 |
| | Custodian | Groundskeeper | | | |

⁶ Related to Aida Saket, Admissions and Records Specialist II, Irvine Valley College.

⁷ Related to Stephen Norman, Custodian (Substitute), Irvine Valley College.

H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

| | | Resignation | Retirement |
|----------------------------|--|-------------|------------|
| Name | Position Title | Date | Date |
| Hendricks, Julie | Dir. of Site Development/DS | 11/30/2017 | N/A |
| ⁸ Hooge, Monica | Senior Administrative Assistant/IVC | 12/29/2017 | N/A |
| Kerwin, William | Dir. of Economic and Workforce Development/IVC | 12/31/2017 | N/A |
| Smith, Jason | Laboratory Assistant/SC | 01/03/2018 | N/A |

I. <u>VOLUNTEERS</u>

1. The following individuals are to be approved as Volunteers for the 2017/2018 academic years.

Environmental Studies, Advanced Tech. and Applied Sciences, Saddleback College Wenzel, Thomas

Humanities and Languages, Irvine Valley CollegeEmoto, RieGoodale, SifTamaki, HiroyaMorita, Kaori

Mathematics, Computer Science & Engineering, Irvine Valley College Yu, Fei

Online Education and Learning Resources, Saddleback College. Suleiman, Sereen

Social and Behavioral Sciences, Irvine Valley College Dhindsa, Hartrisha Savinelli, Kyle

Student Equity and Special Programs, Saddleback College Alminario, Adonis Ventrone, Jillian

⁸ Correction: Retirement on September 25, 2017 Board Agenda corrected to voluntary resignation.

| то: | Board of Trustees |
|-------|---|
| FROM: | Thomas M. Fallo, Interim Chancellor |
| RE: | SOCCCD: 2018-2019 Bonded Sabbatical Recommendations |
| | Approval |
| | |

BACKGROUND

Under the authority of Article XXVI, Section H, of the Academic Employee Master Agreement, thirty-nine (39) semesters are available for sabbatical leave during the 2018-2019 academic year. According to Article XXVI, Section I, Subsection A, of the Academic Employee Master Agreement, sabbaticals are allowed for the professional enhancement of the faculty member, which shall benefit the faculty member, his/her college, students, and/or the District. Sabbatical applications and supporting information are reviewed and evaluated by the SOCCCD District-wide Sabbatical Committee, comprised of faculty and administrators representing the colleges and district services.

<u>STATUS</u>

The SOCCCD District-wide Sabbatical Committee, chaired by Dr. Tony Huntley, Professor, Mathematics, Science and Engineering, Saddleback College, and Dr. Cindy Vyskocil, Vice Chancellor of Human Resources, met and reviewed all requests from faculty for sabbatical leaves during the 2018-2019 academic year. Using the criteria of Article XXVI of the Academic Employee Master Agreement, the committee voted to recommend nine (9) faculty members listed in Exhibit A for sabbatical leaves during the 2018-2019 academic year. Exhibit A identifies the faculty member and provides a brief description of the proposed project. One (1) applicant was approved by the committee for the full academic year sabbatical leave; five (5) were approved for leave Fall Semester 2018 and three (3) were approved for leave Spring Semester 2018; totaling ten (10) semesters of leave. Budget planning will reflect provisions to accommodate sabbatical participant teaching loads.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve bonded sabbatical leave during the 2018-2019 academic year for the recommended faculty members shown in Exhibit A.

South Orange County Community College District 2018-2019 Sabbatical Committee Recommendations

REBECCA BECK

Languages and Learning Resources/ESL Irvine Valley College Fall 2018

TITLE: Development of an ESL Co Requisite course for WRI

GOALS and OBJECTIVES:

- 1. Research college-level, first year composition courses designed for the specific needs of multilingual writers in other community colleges, the CSU, and UC systems.
- 2. Create two teaching units for WRI that will provide both, U.S.-educated and international students, specialized writing instruction and practice in academic reading, academic literacy and oral skills needed for college-level work
- 3. The design and conception of an ESL co requisite course, ESL 302.

ACTIVITIES:

- 1. To research the methodologies and curricula utilized in ESL composition courses for incoming multilingual freshmen at the UC and CSU campuses, Iwill contact and arrange meetings with:
 - o Jan Frodesen, UCSB; Robin Scarcella, UCI; Jonathan Alexander, UCI, and Linda Jensen, UCLA
 - Contact Sheryl Fontaine, Dean of Humanities at CSUF UCLA to research the methodologies utilized in ESL composition courses for incoming multilingual freshmen at this Cal State campus
- 2. Review syllabi and conduct observations of these course
- 3. To research the methodologies and curricula utilized in ESL composition courses for incoming multilingual freshmen at community colleges, I will contact and arrange meetings with ESL faculty in community colleges who have ESL composition courses at the transfer level. I will also review syllabi and conduct observations of these course
- 4. Research and review co requisite model pedagogy
- 5. Research and review acceleration models as they relate to ESL instruction
- 6. Develop a course outline draft for ESL 302
- 7. Revise and finalize course outline for (ESL 302)
- 8. Launch curriculum through CurriCunet

- 1. Course outline for ESL 302
- 2. Instructional components for two themed units for WRI.These materials will be web based and/or texts, writing assignments/prompts, weekly schedules, audio and visual support materials for each unit.
- 3. Support materials to be used in ESL 302 to assist students enrolled in WR 1

BILL BILLINGSLEY Social and Behavioral Sciences/History Saddleback College Fall 2018

TITLE: The John Birch Society in Orange County, California, 1959-1969

GOALS and OBJECTIVES:

- 1. Do archival research to locate and collect documentary evidence.
- 2. Read and evaluate published sources, theses, and dissertations on the Birch Society and related organizations
- 3. Produce an analysis of related developments in Orange County; integrate my interpretive conclusions into the larger professional body of scholarship and literature on the Birch Society and other right-wing political mobilizations in the 1960s.

ACTIVITIES:

This project will feature visitation to archives and libraries that contain materials relevant to the sabbatical topic. It will also include collection and examination of related scholarly work. Most importantly, it will involve writing that will be submitted for peer review and publication.

- 1. An article-length manuscript of publishable quality
- 2. A comprehensive bibliography of source materials on the Birch Society and related activities during the 1960s.
- 3. A document collection of primary sources, newspaper articles, photographs, and oral history interviews

DEIDRE CAVAZZI Kinesiology and Athletics/Dance Saddleback College Fall 2018

TITLE: The Development of Instructional Materials to Support Department Performance Courses: Dance Department Production Handbook

GOALS and OBJECTIVES:

- 1. Develop instructional resources for the students and faculty in our department in order to facilitate their success in the creation and mounting of choreographic works at our college.
- 2. Organize college-specific costuming, lighting, audio/visual, theatrical and choreographic resources and information in a single, easy-to-access format (PDF handbook) that can be updated in subsequent years.
- 3. Provide students and faculty with a clear timeline, and instructional support, for Saddleback Collegespecific dance audition, rehearsal and performance processes by creating a handbook that efficiently outlines available resources and choreographic requirements for our production-related courses.

ACTIVITIES:

- 1. Creation/writing of a Dance Department Production Handbook to support student learning and faculty success in teaching DANC 10, 11, 12, 14, 15, 16, 17 and 18. The handbook will be available in PDF format, and I will maintain files so that this document can easily be updated in future years as costume stock and/or technical resources/regulations change. I will divide the writing and creation of materials for the handbook into chapters: Rehearsal Process, Audio/Visual Resources, Costume Catalog, Lighting Design and Resources, and Theatre Spaces.
- 2. Complete inventory and organization of dance department costume stock.
- 3. Development of a step-by-step guide for music editing in both Garage Band and Audacity. Coupled with this will be my own exploration and study of best practices using these two software programs.

- 1. Dance Department Production Handbook that will be used by student and faculty choreographers each semester as a resource for the creation of new artistic works (as a required component of our performance-related courses).
- 2. Instructional materials that will directly support student objectives and learning outcomes in DANC 10, 11, 12, 14, 15, 16, 17 and 18 (our performance-related courses).
- 3. Inventory and organization of department production resources (costume stock).

JULIE EVANS Humanities/English Irvine Valley College Spring 2019

TITLE: "Chroniclers of Reality:" Curriculum Development for Courses in Creative Nonfiction

GOALS and OBJECTIVES:

- 1. Identify and study model curricula offered by two and four-year colleges and universities
- 2. Research primary texts, including extensive reading of creative nonfiction and listening to of radio essays/podcasts
- 3. Review of texts that discuss the craft of composing creative nonfiction. Learn from colleagues who teach similar courses and from practitioners of the craft by attending at least one academic conference and one craft talk

ACTIVITIES:

To accomplish my goals and objectives, I plan to conduct research in order to improve my understanding of the genre and subgenres of creative nonfiction; to read representative works of creative nonfiction, including memoir, essay, travelogue, literary journalism (or extended reportage); to attend conferences and discussions about the genre; and to utilize the information gathered to create curriculum for two courses, a literature (genre) course and a workshop course, and to develop a bibliography of recommended texts.

- 1. Curriculum prepared to launch for a survey course in the genre of creative/literary nonfiction
- 2. Curriculum prepared to launch for a workshop course in the composition of creative nonfiction
- 3. Bibliography of recommended texts

STEPHEN FELDER Humanities/Humanities IrvineValleyCollege Spring 2019

TITLE: Developing Cultural Studies and Integrating it into the Humanities Curriculum

GOALS and OBJECTIVES:

1. **Goal:** To create clear understanding of the role of cultural studies in 21st-century higher education, and increase support for this area among faculty and counselors at IVC.

Objective: Create a formal PowerPoint presentation presenting the results of my analysis of the role of cultural studies in 21st_ center higher education. This would be available to the faculty, chairs, and dean of the IVCSchool of Humanities.

2. **Goal:** To develop a series (12-15) multimedia Canvas pages that could serve both as a visual aid to lectures in class and as guide for review and interactive study at home for students (in the intro course).

Objective: To develop a series (12-15) multimedia Canvas pages that could serve both as a visual aid to lectures in class and as guide for review and interactive study at home for students (in the intro course).

3. **Goal:** To inform students regarding the nature of cultural studies, the course offerings at IVC, links to resources and Cultural Studies Departments at Transfer Institutions, and lists of possible careers with a degree in Cultural Studies.

Objective: Create a "What is Cultural Studies?" Web Page to inform students regarding the nature of cultural studies, the course offerings at IVC, links to resources and Cultural Studies Departments at Transfer Institutions, and lists of possible careers with a degree in Cultural Studies.

ACTIVITIES:

This will involve a comprehensive review of the best pedagogical practices and methods in cultural studies today, an analysis of trends in cultural studies curriculum at key transfer institutions, and the development of resources for faculty and students that will increase understanding of and commitment to the role of cultural studies (and the new Introduction to Cultural Studies course) in 21st-century higher education and global cultural practice. The results of this research and analysis will be made available to faculty and students through a variety of multimedia presentations.

- 1. Product: PowerPoint presentation presenting the results of my analysis of the role of cultural studies in 21st-century higher education.
- 2. Product: A series (12-15) of multimedia Canvas pages that could serve both as a visual aid to lectures inclass and as guide for review and interactive study at home for students (in the intro course).
- 3. Product: A "What is Cultural Studies?" Web Page to inform students regarding the nature of cultural studies, the course offerings at IVC, links to resources and Cultural Studies Departments at Transfer Institutions, and lists of possible careers with a degree in Cultural Studies.

Exhibit A Page 6 of 9

JOSEPH GERGES

The Arts/Studio Art- Drawing and Printmaking Irvine Valley College Fall 2018

TITLE: Rigors of War (working title)

GOALS and OBJECTIVES:

- 1. Complete a portfolio of intaglio printmaking, paintings, drawings of the remaining work.
- 2. To complete a supporting catalogue of the work in the form of a hard-bound book.

ACTIVITIES:

Art show, book, social media outreach.

- 1. Book/Catalogue of work
- 2. Finalizing show timeline and production
- 3. A portfolio of etchings, drawings and prints.

SCOTT GRABAU The Arts/Theatre Arts Irvine Valley College Spring 2019

TITLE: Alignment of IVC Live Entertainment Technician COP with the USITT eSET Certification Program

GOALS and OBJECTIVES:

- 1. Ensure that students in our Live Entertainment Technician COP are acquiring current and relevant skills that are valued in the workplace.
- 2. Establish credibility for our certificate program with employers and feeder high schools through informational outreach about updates to the Live Entertainment Technician COP.
- 3. Support our students in developing worthwhile resume content to supplement employment experience by preparing them for industry recognized exams.

ACTIVITIES:

- 1. Study for and take four industry recognized proficiency exams.
- 2. Develop lesson plans and support materials including Canvas modules, assessments, and classroom activities for the core courses in the Live Entertainment Technician COP.
- 3. Tour feeder schools to promote developments in the Live Entertainment Technician COP and eSET exams.
- 4. Tour our industry partners to promote developments in the Live Entertainment Technician COP and eSET exams.
- 5. Hold an informational meeting for counselors about developments in the Live Entertainment Technician COP and eSET exams at the conclusion of the sabbatical.
- 6. Attend the United States Institute for Theater Technology annual conference in Louisville, KY and complete the onsite portions of the eSET exams to the extent possible.

- 1. Test results for four industry recognized proficiency exams.
- 2. A series of canvas modules, classroom activities and assessments to cover the gamut of material on the *eSET Basic Terms and Safety* exam which will be incorporated into multiple theater arts courses.
- 3. A series of canvas modules, classroom activities and assessments to cover the gamut of material on the *eSET Lighting and Electrics* exam which will be incorporated into the TA41 Stage Lighting Design class.
- 4. A series of canvas modules, classroom activities and assessments to cover the gamut of material on the *eSET Scenic Construction* exam which will be incorporated into the TA44 Stagecraft class.
- 5. A series of canvas modules, classroom activities and assessments to cover the gamut of material on the *eSET Audio* exam which will be incorporated into the TA47 Sound Reinforcement class.
- 6. Documentation of on-site visits with feeder schools, industry partners, and counselors.

ANTHONY B. LIN Languages and Learning Resources/Library Services Irvine Valley College AY 2018-2019

TITLE: IVC Digital Library and Archives – A curated, online repository for the IVC Library and campus community produced works

GOALS and OBJECTIVES:

- 1. Goal: Earn San Jose State University's post-Master's Certificate in Digital Archives and Records Management (total of 16 units).
 - a. Objectives
 - i. Enroll in Certificate program starting Spring 2018 and complete 16 units to complete the program.
- 2. Goal: Construct a fully-functional, online digital repository called the IVC Digital Library and Archives based on established archival standards.
 - a. Objectives
 - i. Start OCLC CONTENTdm archive and properly configure with support from vendor.
 - ii. Research other online repository platforms options that are low cost or free to establish and maintain.
 - iii. Metadata standards Select a metadata standard that is appropriate for our needs.
 - iv. Workflow Determine a sustainable workflow centered around a few staff members or a solo staff member.
 - v. Literature Review Read best practices for digital scholarship projects in archival literature.
 - vi. Professional Networking Consult with other archivists/librarians who have embarked on a digital archive project to cull best practices.
- 3. Goal: Digitize select collections in the IVC Library and/or the campus community that will showcase the institutional memory of the IVC Library and campus community based on established archival standards that will organize the collections in a systematic, methodical, and easily retrievable manner.
 - a. Objectives
 - i. Assess IVC Library archive backlog collection and determine items that will be cataloged and added to the archive.
 - ii. Connect with the IVC Music Department and other targeted IVC faculty members to identify collections to catalog and add to the archive.
 - iii. Process selected collections according to workflow guidelines and archival best practices.
 - iv. Organize collections with regard to CONTENTdm or other platform constraints.

ACTIVITIES:

Please refer to bullet points under the objectives.

- 1. Completed Certificate from the San Jose State University, School of Information, post-Master's Digital Archives and Records Management program.
- 2. Fully functional IVC Digital Library and Archives digital archive site.
- 3. Targeted digital collections that may include the IVC Library archives and the IVC Music Department performances.
- 4. Properly store, catalog and preserve physical archival material.

Exhibit A Page 9 of 9

SUMAYA MCCLEAVE

Math, Science, and Engineering/Math Saddleback College Spring 2019

TITLE: Directed Learning Activities (DLAs) for PreCalculus

GOALS and OBJECTIVES:

- 1. My goal is to increase students' understanding of topics covered in PreCalculus and thereby increase their likelihood of success in this and subsequent courses.
- 2. To achieve my goal, I will create 12 15 Directed Learning Activities (DLAs) for PreCalculus students. Each DLA will contain a concise explanation of the topic, step-by-step examples to guide student through the concept, and follow-up questions so students can check their understanding.
- 3. After completing a DLA, the student will meet with a trained tutor to discuss/correct the follow-up exercises. A secondary benefit of the DLAs is that students will become more connected to the college and to the LRC specifically. They will develop a connection with a tutor and hopefully return to the LRC with homework questions or to study for an exam.

ACTIVITIES:

1. Some of the topics for the DLAs came about through results of Student Learning Outcomes (SLOs). The DLAs will cover factoring, transformations, quadratic functions, exponential and logarithmic functions, as well as topics in trigonometry. When applicable, I will compare the SLO success rates before and after the implementation of DLAs.

PRODUCTS:

1. The DLAs will be housed in the Learning Resource Center (LRC) and will be available to all Saddleback College students.

ITEM: 6.13 DATE: 1/22/18

| TO: | Board of Trustees |
|---------|---|
| FROM: | Thomas M. Fallo, Interim Chancellor |
| RE: | SOCCCD: Employment Agreement – Ann-Marie Gabel, Vice Chancellor Business Services |
| ACTION: | Ratification |

BACKGROUND

The District completed a thorough and comprehensive recruitment and search for the position of Vice Chancellor of Business Services. Interviews were conducted and finalists were selected. Reference checks were completed by an outside consultant and final interviews took place. After a review with the Board of Trustees, the District made an offer of employment to Ann-Marie Gabel.

<u>STATUS</u>

On January 11, 2018, the District announced the appointment of Ann-Marie Gabel. The Interim Chancellor is authorized to negotiate and sign a contract on behalf of the Board, subject to Board ratification. The employment contract shown in Exhibit A is for the period commencing February 13, 2018 through June 30, 2021, at a base salary of \$259,344.00 per year.

RECOMMENDATION

It is recommended that the Board of Trustees ratify the contract of Ann-Marie Gabel as Vice Chancellor of Business Services for the South Orange County Community College District, effective February 13, 2018 through June 30, 2021, at a base salary of \$259,344.00 per year as shown in Exhibit A.

Page 1 of 4 AGREEMENT FOR EMPLOYMENT OF VICE CHANCELLOR OF BUSINESS SERVICES BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND ANN-MARIE GABEL

Exhibit

Office of Human Resources

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 22nd day of January, 2018, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Ann-Marie Gabel ("Ms. Gabel" or the "Vice Chancellor.")

IT IS HEREBY AGREED AS FOLLOWS:

1. <u>Vice Chancellor of Business Services</u>. Ms. Gabel is hereby employed for a period of time commencing on February 13, 2018, and ending on June 30, 2021, as the Vice Chancellor of Business Services. The Vice Chancellor is a classified adminstrator position pursuant to Education Code Sections 72411 and 87002(a), and a management employee as defined by Government Code section 3540.1(g).

2. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. <u>Powers and Duties</u>. The Vice Chancellor shall perform all of the powers and duties of the position of Vice Chancellor of Business Services, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, the Vice Chancellor may be transferred or assigned to any duties or positions for which he/she possesses the minimum qualifications required by law. However, reassignment pursuant to this section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation during the term of this Agreement.

4. <u>Salary</u>. Salary paid to the Vice Chancellor shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 27, Step 8, \$259,344 per annum. The salary shall be paid in 12 equal monthly installments with proration for a period of less than a full year of service. The Board reserves the right to increase the Vice Chancellor's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. <u>Professional Schedule and Vacation</u>. The Vice Chancellor shall be required to render 12 months of full and regular service (approximately 243 days) to the District during each annual period covered by this Agreement, or any successor. The Vice Chancellor shall accrue one day of sick leave for each full month of employment during the term of this Agreement. The Vice Chancellor shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement, exclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. The Vice Chancellor may accrue vacation days up to a



Exhibit A

Page 2 of 4

maximum of forty-eight (48) days. Once the Vice Chancellor reaches this maximum amount she will cease to accrue additional vacation benefits until her balance falls below the maximum amount. Upon termination or expiration of this Agreement, the Vice Chancellor shall be entitled to compensation for unused and accrued vacation days at her then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the Chancellor.

6. <u>Performance Evaluations</u>.

6.1 The Chancellor will provide the Vice Chancellor with periodic opportunities to discuss the Chancellor/Vice Chancellor relationship.

6.2 The Chancellor will set the Vice Chancellor's goals for each college year. The Vice Chancellor's performance in achieving those goals and carrying out his/her other duties will be evaluated by the Chancellor by June 20 of that college year.

7. Expenses and Required Memberships.

7.1 The District shall reimburse the Vice Chancellor, as actually budgeted, and in accordance with District policy and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of the Vice Chancellor in the performance of the duties of Vice Chancellor of Business Services.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse the Vice Chancellor for travel expenses outside the District in accordance with District policies and procedures. The District shall provide the Vice Chancellor with a monthly stipend of \$625 to cover use of a personal automobile within Orange County.

7.3 The District shall furnish the Vice Chancellor with a computer, and printer for the Vice Chancellor's use at home during the term of this Agreement. The Vice Chancellor shall maintain internet service and a dedicated telephone line (landline) at her residence, and shall additionally obtain a cellular telephone and service from a carrier of her choice. A monthly allowance of \$100 will be provided to cover telephone/internet expenses. A monthly allowance of \$165 will be provided to cover cellular telephone expenses. The Vice Chancellor shall also receive a one-time \$10,000 relocation stipend, payable the first week of April, 2018.

8. <u>Fringe Benefits</u>. The District shall provide to the Vice Chancellor and her spouse and eligible dependents all health and welfare benefits which presently include health, medical, dental, and vision insurance, as are granted to the District's 12-month administrative employees including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, the Vice Chancellor, her spouse, and eligible dependents shall receive the same health and medical benefit package including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees.

9. <u>Amendment, Termination, or Non-renewal</u>.

9.1 This Agreement may be amended by mutual written agreement between the parties.

9.2 Non-renewal of this Agreement shall be in accordance with Education Code sections 72411, and 72411.5. If the Board determines to exercise its right to not renew this Agreement, the Board shall send the Vice Chancellor written notice of non-renewal by the December 31st immediately preceding the termination date of this Agreement, or any amendment thereto. If the Board provides such written notice to the Vice Chancellor, this Agreement will terminate effective at the close of business on the next succeeding June 30. Such renewal or non-renewal shall be at the sole discretion of the Board acting with or without cause. If the Board fails to provide notice of nonrenewal by the December 31st immediately preceding any termination date of this Agreement, this Agreement shall remain in effect for one additional year from the date this Agreement would have otherwise terminated. The procedures for dismissal set forth in Education Code sections 88013 and 88016 shall not apply to non-renewal of this Agreement.

9.3 This Agreement may be terminated by the Board prior to its expiration. Prior to exercising its right to early termination of this Agreement, the Board, the Chancellor, or designee, shall provide the Vice Chancellor with a written statement which includes notice of the proposed action and a reasonably detailed statement of the reasons for the action. Reasons for early termination may include the grounds set forth in Board Policy 4205, Education Code section 87732, or other conduct constituting a material breach of the terms of this Agreement. However, the procedures for dismissal set forth in Education Code sections 88013 and 88016, or in Board Policy 4205, shall not apply to termination of this Agreement. The Vice Chancellor shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Vice Chancellor may, at her own expense, be represented at this meeting by counsel of her choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Vice Chancellor, provide the Vice Chancellor with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this section, the Vice Chancellor shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this section, the Vice Chancellor shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

9.4 In addition to any other provision of this Agreement relating to termination or non-renewal, the Board shall have the option to terminate this Agreement prior to its expiration by providing the Vice Chancellor with thirty (30) calendar days advance written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Vice Chancellor shall receive an amount equivalent to not more than eighteen (18) months of salary and benefits or an amount equal to the salary and benefits remaining on the contract, whichever is less. Any early termination pursuant to this Section shall not include any other noncash items, and the Vice Chancellor's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Vice Chancellor is convicted of a crime constituting "abuse of office," the Vice Chancellor shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

Exhibit A

Page 4 of 4

9.6 The Vice Chancellor may terminate this Agreement by giving the Chancellor notice. Should the Vice Chancellor elect to terminate this agreement, the number of days of notice provided to the District must be by mutual agreement between the Chancellor and the Vice Chancellor.

10. <u>Entire Agreement</u>. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

11. <u>Headings</u>. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

12. <u>Applicable Law</u>. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of, the State of California.

13. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

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

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Dated _____

by_____ Thomas M. Fallo Interim Chancellor

by_____

Dated _____

Ann-Marie Gabel Vice Chancellor of Business Services District Services

| ACTION: | None |
|---------|--|
| RE: | Staff May Respond to Public Comments from the Previous Board Meeting |
| FROM: | Thomas M. Fallo, Interim Chancellor |
| TO: | Board of Trustees |

BACKGROUND

Members of the public may address the Board on any item on the closed or open session agenda following "Procedural Matters" 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 that time.

At the Board of Trustees organizational meeting on December 12, 2016, the Board requested that a standing monthly item be included on the agenda to allow for staff to respond to public comments from the previous board meeting.

<u>STATUS</u>

A public comment response from staff was not requested during last month's board meeting.

- **TO:** Board of Trustees
- **FROM**: Thomas M. Fallo, Interim Chancellor
- **RE:** Saddleback College and Irvine Valley College: Speakers
- ACTION: Information

BACKGROUND

Outside speakers may be invited by administrators, faculty members, or recognized student groups to speak at events open to the public.

<u>STATUS</u>

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

Item Submitted By: Dr. Gregory Anderson, President, Saddleback College and Dr. Glenn R. Roquemore, President, Irvine Valley College

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

| Presentation Date/Time | Location | Faculty Member | Course Title/Activity | Speaker | Торіс |
|--------------------------------------|--|--|--|---|--|
| December 4, 2017 6:00pm | BGS 119 | | FASH: 143 Buying/Merchandising | Lizz Tuchscher | Job Description |
| December 5, 2017 12:30pm – 2:00pm | BGS 144 | Faculty Director | UC Irvine's Capital Internship Program | Dr. Matthew Beckmann | Discussion on how media pressures affect policy making decisions |
| December 6, 2017 5:00pm – 6:00pm | SCI 111 | | Pre-Med Club Event | Dr. Lyad Houshan | Value Based Medicine |
| December 6, 2017 6:00pm – 7:00pm | BGS 254 | Jane Medling | Accounting society Club Meeting | Kenny Pierce, Rugetti & Associates | Forensic Accounting |
| December 7, 2017 10:00am – 2:00pm | SSC Quad | | ASG Campus Sustainability Council | Representative from Surfrider Foundation | Environmental Awareness |
| December 7, 2017 10:00am – 2:00pm | SSC Quad | | ASG Campus Sustainability Council | Representative from Californians Against Fracking & Dangerous Drilling | Environmental Awareness |
| December 7, 2017 10:00am – 2:00pm | SSC Quad | | ASG Campus Sustainability Council | Representative from Natural Resources Defense Council | Environmental Awareness |
| December 7, 2017 10:00am – 2:00pm | SSC Quad | | ASG Campus Sustainability Council | Representative from Citizens' Climate Lobby | Environmental Awareness |
| March 2, 2018 9:30am – 11:35am | Laguna Woods Performing Arts Center | Dr. Greg Jenks, Associate Faculty Dorothy Marie Lowry Distinguished Guest | Lecture Series, Saddleback College Emeritus Institute | Heather Greenwald | Corrections and Rehabilitation in a Maximum Security Prison |

| May 18, 2018 9:30am – 11:35am | Laguna Woods Performing Arts Center | Dr. Greg Jenks, Associate Faculty Dorothy Marie Lowry Distinguished Guest | Lecture Series, Saddleback College Emeritus Institute | Greg Jenks | The Survival of the Bible |
|----------------------------------|--|--|--|------------|---------------------------|
| | | | | | |

IRVINE VALLEY COLLEGE

| Presentation Date/Time | Location | Faculty Member | Course Title/Activity | Speaker | Τορίς |
|---------------------------|----------|-------------------|-----------------------|---------|-------|
| | | | | | |

ITEM: 7.3 DATE: 1/22/18

- **TO:** Board of Trustees
- **FROM:** Thomas M. Fallo, Interim Chancellor
- **RE:** SOCCCD: Facilities Plan Status Report
- ACTION: Information

BACKGROUND

On August 30, 2004, the Board of Trustees received a list of projects under consideration for local funding and a report on the status of each project. The Board requested to be kept informed about these and other facilities projects.

STATUS

EXHIBIT A provides an up-to-date report on the status of current construction projects.

FACILITIES PLAN STATUS REPORT January 22, 2018

CAPITAL IMPROVEMENT PLANNING

The decision to design and construct capital improvement projects begins with the Education and Facilities Master Planning (EFMP) process. The last EFMP cycle was complete December 2011. The 2011 EFMP report is available at the district website: <u>http://www.socccd.edu/about/about_planning.html</u>. The next EFMP process is scheduled for FY 2018-2019.

SADDLEBACK COLLEGE

1. STADIUM AND SITE IMPROVEMENT

<u>Project Description:</u> The existing stadium will be replaced with a new 8,000 seat multisport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and nine lane running track. This project includes the southeast campus perimeter drainage control and campus storm water outfall on County of Orange property. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field.

| Start Preliminary Plans | March 2014 | Award D/B Contract | Aug 2016 |
|---------------------------|------------|-----------------------|------------|
| Start Working Drawings | Sept 2016 | Complete Construction | March 2019 |
| Complete Working Drawings | Nov 2017 | Advertise for FF&E | N/A |
| DSA Final Approval | Feb 2018 | DSA Close Out | Pending |

<u>Budget Narrative</u>: Budget reflects Board agenda action on 3/24/08, 6/23/14, 6/22/15. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M) Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 -\$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000). On June 23, 2014, the Board approved \$950,000 and on June 22, 2015 the Board approved additional funds of \$7,945,000 and \$17,050,000. The Board approved Saddleback College's use of RDA and Promenade income of \$22,705,000.

| | Original | Revision | Total |
|-----------------------------|--------------|--------------|--------------|
| Project Budget: | \$14,530,000 | \$47,700,000 | \$62,230,000 |
| District Funding Commitment | \$14,530,000 | \$47,700,000 | \$62,230,000 |
| Anticipated State Match: | \$N/A | \$N/A | \$N/A |
| Basic Aid Allocation: | \$14,530,000 | \$24,995,000 | \$39,525,000 |
| College Contribution: | \$0 | \$22,705,000 | \$22,705,000 |

<u>Status</u>: Design phase: *Design is complete and in DSA review*.

<u>In Progress</u>: DSA review of the Storm Drainage Package, Stadium Facility Increment 1 (demolition, grading and retaining walls) *and Increment 2 (structure)*. Construction Management Services Requests for Proposals (RFP), 3rd Party Testing and Inspection RFP and DSA Inspector of Record RFP.

<u>Recently Completed</u>: Submit Stadium Facility Increment 2 to DSA.

<u>Focus</u>: Work through both schedule and cost impact related to the geotechnical report discovery. Collaborate with Athletics for adaptive kinesiology students' temporary access.

2. ATAS BUILDING PROJECT

<u>Project Description</u>: The Project includes a new 45,000 gross square feet (GSF) two-story building serving career technical education students. This building will be located at the existing tennis courts facility. Eight new tennis courts will replace the existing six and will be located north of the Village. The existing TAS Building will be demolished and a new parking lot is proposed.

| Start Preliminary Plans | Oct 2017 | Award Construction Contract | April 2018 |
|---------------------------|----------|-----------------------------|------------|
| Start Working Drawings | May 2018 | Complete Construction | Oct 2020 |
| Complete Working Drawings | Jan 2019 | Advertise for FF&E | Pending |
| DSA Final Approval | Pending | DSA Close Out | Pending |

<u>Budget Narrative</u>: Budget reflects Board agenda action on 2/28/11, 8/27/2012, 10/25/2013, 6/23/2014, and 8/22/2016. The original basic aid assignment of \$1,956,000 met design costs. The scope was revised to include both the North and South wing at \$14,733,000. On February 28, 2011, the Board approved \$6,799,055. On August 27, 2012, the Board approved \$5,977,945. On October 25, 2013, the Board approved reassignment of funds of \$8,523,000 for the Saddleback College Sciences Building. On June 23, 2014 the Board restored funding of \$8,523,000 and an additional \$2,702,000. On August 22, 2016, the Board approved an additional \$3,110,000. Outstanding funding will be requested during the 2018-2019 budget planning cycle.

| | Original | Revision | Total |
|------------------------------|-------------|--------------|--------------|
| Project Budget: | \$8,755,055 | \$32,419,945 | \$47,175,000 |
| District Funding Commitment: | \$8,755,055 | \$11,789,945 | \$20,545,000 |
| Anticipated State Match: | \$0 | \$0 | \$0 |
| Basic Aid Allocation: | \$1,956,000 | \$18,589,000 | \$20,545,000 |
| Unallocated Amount | | | \$26,630,000 |

Status: RFQ & P Phase: Selection of Design-Build Entity

<u>In Progress</u>: Develop criteria documents for new ATAS building, tennis courts and parking lot. Develop and review project technical specifications. Review prequalification packages received from interested Design-Build Entities and develop Request for Proposal (RFP) for the Design-Build Entity. <u>Recently Completed</u>: Stakeholders review of criteria documents first draft, issued geotechnical report for the three phases, and received eight pre-qualification packages from interested Design-Build Entities.

<u>Focus Issue</u>: Complete pre-qualification package evaluation, finalize criteria documents and Design-Build Entities Request for Proposal package.

3. GATEWAY PROJECT

<u>Project Description</u>: This proposed project will construct a new three story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This building, located west of the existing Health/Sciences building, will collocate and expand student services currently dispersed at opposite ends of the campus. In addition, this project will reduce/remove the need for portable buildings and set the stage for the Student Services building renovation.

| Start Preliminary Plans | Pending | Award Construction Contract | Pending |
|---------------------------|---------|-----------------------------|---------|
| Start Working Drawings | Pending | Complete Construction | Pending |
| Complete Working Drawings | Pending | Advertise for FF&E | Pending |
| DSA Final Approval | Pending | DSA Close Out | Pending |

<u>Budget Narrative</u>: Budget reflects Board action on 6/17/2013, 6/23/2014 and 8/22/2016. On June 17, 2013, the Board approved \$1,545,115. On June 23, 2014, the Board approved a reduction of (\$655,115). On August 22, 2016, the Board approved \$1,936,817. The District revised the funding commitment from 30 to 50 percent of state supportable costs to increase project competitiveness for state funding.

| | Original | Revision | Total |
|------------------------------|--------------|---------------|--------------|
| Project Budget: | \$42,867,000 | \$7,626,000 | \$50,493,000 |
| District Funding Commitment: | \$12,814,000 | \$ 10,374,000 | \$28,253,500 |
| Anticipated State Match: | \$30,053,000 | \$(7,813,000) | \$22,240,000 |
| Basic Aid Allocation: | \$ 1,545,115 | \$18,113,705 | \$19,658,820 |
| Unallocated Amount: | | | \$31,834,180 |

<u>Status</u>: Voters approved a \$9 billion state school bond with \$2 billion allocated to community colleges in 2016. SOCCCD projects, the Saddleback College Gateway project and the Irvine Valley College Fine Arts Complex project, are currently under consideration for third year funding.

<u>In Progress</u>: Community college projects were identified for the first and second year funding release. The State Chancellor's office recommended that these projects hold their positions until funding is released with the caveat that the projects meet the capacity load ratio requirements. The final year of funding is expected to resume the necessity to compete for funds.
<u>Recently Completed</u>: State Chancellor's office is reviewing the remaining 14 projects qualified for the first year funding with four additional projects added from Category A, Emergency Projects. District staff is working with a planning consultant to maximize District projects prospects for potential considerations.

Focus: Continue to follow activities in Sacramento to ensure maximum funding potential.

IRVINE VALLEY COLLEGE

1. LIFE SCIENCES PROJECT

<u>Project Description</u>: This project is a new two story building of 19,584 assignable square feet (ASF) and 30,267 gross square feet (GSF). The Life Science programs were relocated from the A-400 building. The vacated building was demolished to make way for a new facility that will house Liberal Arts programs. The Life Sciences building, located on the south east portion of the Sciences Quad, consist primarily of lab classrooms and support space with some lecture classroom space and offices.

| Start Preliminary Plans | Nov 2008 | Award Construction Contract | April 2011 |
|---------------------------|------------|-----------------------------|------------|
| Start Working Drawings | April 2010 | Complete Construction | March 2014 |
| Complete Working Drawings | June 2010 | Advertise for FF&E | Sept 2013 |
| DSA Final Approval | Dec 2010 | DSA Close Out | May 2014 |

<u>Budget Narrative</u>: Budget reflects Board agenda action on 6/22/2004, 5/23/2005, 3/24/2008, 4/27/2009, 5/24/2010 and 6/17/2013. The original project budget totaled \$24,861,000. The project budget was reduced to \$20,490,000 when a lower-than-estimated bid was received and the state reduced their match to \$13,568,000. When the state indicated they may not have funds for their match, the Board allocated a portion of the state's short fall using basic aid funding for a funded total of \$17,410,000 with all overage returned to basic aid upon reimbursement.

| | Original | Revision | Total |
|------------------------------|--------------|----------------|--------------|
| Project Budget: | \$24,861,000 | \$ (4,371,000) | \$20,490,000 |
| District Funding Commitment: | \$ 7,468,000 | \$ (546,000) | \$ 6,922,000 |
| Anticipated State Match: | \$17,393,000 | \$ (3,825,000) | \$13,568,000 |
| Basic Aid Allocation: | \$ 1,113,000 | \$ 1,377,000 | \$ 2,490,000 |

<u>Status</u>: Final "first year discovery" items are underway.

In Progress: Material procurement, Work that can occur without classroom interruption.

<u>Recently Completed</u>: Award of contract for the first year discovery scope of work.

<u>Focus</u>: Project completion and Final closeout.

2. BARRANCA ENTRANCE (LASER WAY)

<u>Project Description</u>: This project creates a new signalized entrance with vehicular, bicycle and pedestrian access including landscaping and leading to the college perimeter road from Barranca Parkway.

| Start Preliminary Plans | Feb 2010 | Award Construction Contract | May 2016 |
|---------------------------|-------------------|-----------------------------|----------|
| Start Working Drawings | March 2011 | Complete Construction | Apr 2017 |
| Complete Working Drawings | March 2011 | Advertise for FF&E | N/A |
| DSA Final Approval | Dec 2012 | DSA Close Out | Pending |

<u>Budget Narrative</u>: Budget reflects Board agenda action on 4/27/2009. The current basic aid assignment of \$2,850,000 is considered sufficient to meet project costs.

| | Original | Revision | Total |
|------------------------------|-------------|----------|-------------|
| Project Budget: | \$2,850,000 | \$0 | \$2,850,000 |
| District Funding Commitment: | \$2,850,000 | \$0 | \$2,850,000 |
| Anticipated State Match: | \$0 | \$0 | \$0 |
| Basic Aid Allocation: | \$2,850,000 | \$0 | \$2,850,000 |

Status: All necessary certification documents provided to DSA.

<u>In Progress</u>: Project close-out. Finalize landscaping easement with Southern California Edison.

<u>Recently Completed</u>: Final closeout documents provided to City of Irvine.

Focus: Close landscaping easement with Southern California Edison.

3. LIBERAL ARTS BUILDING PROJECT

<u>Project Description:</u> This project is a new two story building of 16,896 assignable square feet (ASF) and 27,787 gross square feet (GSF). The Social & Behavioral Science, Humanities & Languages, and Co-Curricular programs will be relocated from various campus locations. The Liberal Arts building, located at the northwest portion of the "A" quad, consist primarily of classrooms, a few labs and offices and gathering spaces at first and second floor lobby.

| Start Preliminary Plans | May 2012 | Award Construction Contract | July 2014 |
|---------------------------|-----------|-----------------------------|-----------|
| Start Working Drawings | Jan 2013 | Complete Construction | Aug 2016 |
| Complete Working Drawings | Dec 2013 | Advertise for FF&E | Feb 2016 |
| DSA Final Approval | June 2014 | DSA Close Out | Pending |

<u>Budget Narrative</u>: Budget reflects Board agenda action on 2/28/2011, 8/27/2012 and 6/17/2013. On 8/27/2012, the Board approved \$11,463,000 additional to fund the project budget. Staff analyzed the budget identified in the Education and Facilities Master Plan

and determined there was no allowance for equipment. On 6/17/13 the Board approved \$1,550,000 for furniture, fixtures and equipment.

| | Original | Revision | Total |
|------------------------------|--------------|--------------|--------------|
| Project Budget: | \$ 3,004,951 | \$10,008,949 | \$13,013,000 |
| District Funding Commitment: | \$ 3,004,951 | \$10,008,949 | \$13,013,000 |
| Anticipated State Match: | \$ 0 | \$ 0 | \$ 0 |
| Basic Aid Allocation: | \$ 1,000,000 | \$12,013,000 | \$13,013,000 |

<u>Status</u>: Contractor has requested final pay. Awaiting final subcontractor release waivers for payment release.

<u>In Progress</u>: Final Pay application review.

Recently Completed: Labor compliance issues cleared.

Focus: Final Pay application.

5. FINE ARTS PROJECT

<u>Project Description:</u> The proposed project will construct a new complex of three buildings totaling 40,155 assignable square feet (ASF), 57,560 gross square feet (GSF) and will consolidate and expand space for the Fine Arts department. Art, Art History, Music and Dance instruction will be relocated from laboratories currently housed across a number of different buildings on campus. The Fine Arts building, located south west of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Following occupancy space will be vacated within the B-100, B-300 and A-300 buildings setting the stage for future renovation.

| Start Preliminary Plans | Pending | Award Construction Contract | Pending |
|---------------------------|---------|-----------------------------|---------|
| Start Working Drawings | Pending | Complete Construction | Pending |
| Complete Working Drawings | Pending | Advertise for Equipment | Pending |
| DSA Final Approval | Pending | DSA Close Out | Pending |

<u>Budget Narrative</u>: Budget reflects Board action on 6/23/2014 and 8/22/2016. On June 23, 2014, the Board approved 795,000. On August 22, 2016, the Board approved \$1,659,739. The district revised the funding commitment from 30 to 50 percent of State supportable costs to increase project competitiveness for state funding. On June 26, 2017, the Board approved \$12,932,581

| | Original | Revision | Total |
|------------------------------|--------------|---------------|--------------|
| Project Budget: | \$35,703,000 | \$ 7,157,000 | \$42,860,000 |
| District Funding Commitment: | \$10,562,000 | \$13,420,000 | \$23,982,000 |
| Anticipated State Match: | \$25,141,000 | \$(6,263,000) | \$18,878,000 |
| Basic Aid Allocation: | \$795,000 | \$14,592,320 | \$15,387,320 |

| Unallocated Amount: | \$0 | \$0 | \$27,472,680 |
|---------------------|-----|-----|--------------|
|---------------------|-----|-----|--------------|

<u>Status</u>: Voters approved a \$9 billion state school bond with \$2 billion allocated to community colleges in 2016. SOCCCD projects, the Saddleback College Gateway project and the Irvine Valley College Fine Arts Complex project, are currently under consideration for third year funding.

<u>In Progress</u>: Community college projects were identified for the first and second year funding release. The State Chancellor's office recommended that these projects hold their positions until funding is released with the caveat that the projects meet the capacity load ratio requirements. The final year of funding is expected to resume the necessity to compete for funds.

<u>Recently Completed</u>: State Chancellor's office is reviewing the remaining 14 projects qualified for the first year funding with four additional projects added from Category A, Emergency Projects. District staff is working with a planning consultant to maximize District projects prospects for potential considerations.

Focus: Continue to follow activities in Sacramento to ensure maximum funding potential.

6. PARKING LOT PHASE IA AND SOLAR SHADE PROJECT

<u>Project Description</u>: This project includes development of a 135,000 square feet of lighted parking lot creating 400 additional parking spaces. The project proposes to include photovoltaic panels supported on parking canopies designed to generate up to one megawatt of solar power. The Photovoltaic System is to be integrated with the campus electrical system and interconnected with the local utility grid.

| Start Preliminary Plans | Sep 2017 | Award Construction Contract | Jul 2018 |
|---------------------------|----------|-----------------------------|----------|
| Start Working Drawings | Dec 2017 | Complete Construction | Jan 2019 |
| Complete Working Drawings | Mar 2018 | Advertise for FF&E | Oct 2018 |
| DSA Final Approval | May 2018 | DSA Close Out | May 2019 |

<u>Budget Narrative</u>: Budget reflects Board action on 6/23/2014, 6/22/2015 and 8/22/2016. On June 23, 2014, the Board approved \$3,010,000. On June 22. 2015, the Board approved \$90,000. On August 22, 2016, the Board approved \$3,655,000. On June 26, 2017 the Board approved \$733,000.

| | Original | Revision | Total |
|------------------------------|-------------|--------------|-------------|
| Project Budget: | \$3,010,000 | \$4,478,000 | \$7,488,000 |
| District Funding Commitment: | \$3,010,000 | \$4,478,000 | \$7,488,000 |
| Anticipated State Match: | \$N/A | \$N/A | \$N/A |
| Basic Aid Allocation: | \$3,010,000 | \$ 4,478,000 | \$7,488,000 |

Status: Design Phase.

<u>In Progress</u>: Continue Design Development Phase. Define EV Charging stations, blue phones, security cameras and pay station needs.

Evaluate battery storage option: Proposals from two energy services firms are under review to determine the most efficient mix of battery energy storage and solar power.

An Energy Services Agreement is being considered for battery energy storage equipment installation on the IVC campus. The battery energy storage system will be designed, owned, operated and maintained by the energy services company. There will be no up-front cost for the system with a fixed monthly operation and service fee required. The Energy Services Agreement will include a guaranteed monthly savings in excess of the monthly operation and service fee. The term of the agreement will be for ten years. The energy services company will remove all equipment from the college upon agreement termination and return the site to its original condition.

After determination is made of the best mix of battery energy storage and solar power, a design-build procurement of the appropriately sized, parking canopy mounted solar array will be initiated. A future agenda item will be forthcoming including a recommendation to proceed with one of the two SCE approved energy service companies.

<u>Recently Completed</u>: Schematic Design complete. Select one of three options for moving design forward.

<u>Focus</u>: Complete economic analysis and solar power distribution alternatives. Continue coordination with Southern California Edison to aggregate incoming electrical service. Design of parking lot and connection to new Laser Way entrance.

7. HEALTH CENTER/CONCESSION PROJECT

<u>Project Description:</u> This project is a new one story building of an estimated 2,553 assignable square feet (ASF), 3,730 gross square feet (GSF) dedicated to Health Center services, Sports Medicine, sports concession and toilet facilities. The Health Center will move from the existing Student Services building which will free space for renovation to meet the increased counseling requirements. The new Heath Center/ Concession building, located adjacent to athletics fields will consist of student support services, offices, restrooms and concessions. Additionally, bleacher seating for 300 seats will be constructed at the baseball field.

| Start Preliminary Plans | May 2017 | Award Construction Contract | Jun 2018 |
|---------------------------|----------|-----------------------------|----------|
| Start Working Drawings | Jul 2017 | Complete Construction | Jul 2019 |
| Complete Working Drawings | Jan 2018 | Advertise for Equipment | Dec 2018 |
| DSA Final Approval | Apr 2018 | DSA Close Out | Pending |

<u>Budget Narrative</u>: Budget reflects Board action on 6/22/2015. On June 22, 2016, the Board approved 5,338,000. On June 26, 2017, the Board approved 402,000.

| | Original | Revision | Total |
|------------------------------|-------------|-------------|-------------|
| Project Budget: | \$5,200,000 | \$ 538,000 | \$6,140,000 |
| District Funding Commitment: | \$5,200,000 | \$ 538,000 | \$6,140,000 |
| Anticipated State Match: | \$0 | \$0 | \$0 |
| Basic Aid Allocation: | \$ 400,000 | \$5,740,000 | \$6,140,000 |

Status: Construction Documents Phase.

<u>In Progress</u>: *Incorporate Access Control into final design*. Construction Documents submittal to DSA.

<u>Recently Completed</u>: Completion of Construction Documents.

Focus: DSA submission.

ATEP

1. ATEP DEMOLITION

<u>Project Description</u>: This project is for demolition of the facilities and infrastructure of the former Tustin Marine Corps Air Station is required to facilitate the development of the ATEP site. This project was undertaken in a number of phases, six are complete, with one additional required after the land exchange between the County and SOCCCD is complete. The schedule below reflects the most recently completed phase.

| Start Preliminary Plans | Jul 2013 | Award Construction Contract | Nov 2014 |
|---------------------------|----------|-----------------------------|----------|
| Start Working Drawings | Jul 2013 | Complete Construction | Jul 2015 |
| Complete Working Drawings | Apr 2014 | Advertise for Equipment | N/A |
| DSA Final Approval | N/A | DSA Close Out | N/A |

Budget Narrative: Budget reflects Board action on 4/22/2004 and 6/17/2013.

| | Original | Revision | Total |
|------------------------------|--------------|---------------|--------------|
| Project Budget: | \$ 7,000,000 | \$ 6,7000,000 | \$13,700,000 |
| District Funding Commitment: | \$ 7,000,000 | \$ 6,700,000 | \$13,700,000 |
| Anticipated State Match: | \$0 | \$0 | \$0 |
| Basic Aid Allocation: | \$ 7,000,000 | \$ 6,700,000 | \$13,700,000 |

<u>Status</u>: Between demolition phases: Six demolition projects, which include removal of all ATEP building foundations, roads, parking lots and utility infrastructure are complete.

<u>In Progress</u>: Negotiations with the City and the Navy to transfer county land to district so the last phase of demolition can be completed.

<u>Recently Completed</u>: Land exchange between District and the County of Orange.

Focus: Adhere to various regulatory requirements specific to maintain the ATEP site.

2. ATEP - IVC FIRST BUILDING

<u>Project Description:</u> This project is a new two-story 20,249 assignable square feet (ASF), 30,000 gross square feet (GSF) building dedicated to technical and applied sciences and economic development. The automation (HAAS), subtractive and additive 3-D sculpting labs, design model prototyping, electronics, photonics, electrical, engineering computer labs, alternative robotics classes, and the testing center will be located from the existing ATEP classrooms and from the IVC campus with some spaces representing expansion. The space vacated at the ATEP campus will terminate the temporary lease with the City of Tustin. The space vacated at the IVC campus at the A300 and B300 building will become available to meet additional curriculum needs. The new ATEP IVC First Building, located in the north east portion of the ATEP campus, will consist of primarily lab classrooms and support spaces, with some lecture classroom space, offices and student support services. The project includes 50kV of solar electric power and will be a LEED Gold Equivalent building.

| Start Preliminary Plans | Oct 2014 | Award Design-Build Contract | June 2015 |
|---------------------------|------------|-----------------------------|------------|
| Start Working Drawings | July 2015 | Complete Construction | Dec 2017 |
| Complete Working Drawings | March 2016 | Advertise for FF&E | Sept. 2017 |
| DSA Final Approval | Sept 2016 | DSA Close Out | Pending |

<u>Budget Narrative</u>: Budget reflects Board action on 2/28/2011, 6/23/2014, 6/22/15 and 8/22/2016. On February 28, 2011, \$12,500,000 was originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building with \$8,950,000 additional funds approved on 6/23/14. On June 22, 2015 the Board approved additional funds of \$3,250,000 for associated parking. On August 22, 2016, the Board approved the FF&E budget of \$1,600,000. The College has elected to use Irvine Valley College RDA equaling \$1, 250,000. On June 26, 2017, the Board approved \$1,100,000.

| | Original | Revision | Total |
|------------------------------|--------------|--------------|--------------|
| Project Budget: | \$23,000,000 | \$ 5,950,000 | \$28,650,000 |
| District Funding Commitment: | \$23,000,000 | \$ 5,950,000 | \$28,650,000 |
| Anticipated State Match: | \$0 | \$0 | \$0 |
| Basic Aid Allocation: | \$21,450,000 | \$ 5,950,000 | \$27,400,000 |
| College Contribution: | \$0 | \$ 1,250,000 | \$ 1,250,000 |

Status: Construction phase: 98% complete.

In Progress: Contract negotiation for integrated battery storage system. Punch list.

<u>Recently Completed</u>: Release of gas meter by the Gas Company and potable water from Irvine Ranch Water District.

<u>Focus</u>: Photovoltaic interconnect agreement with utility agency. Develop alternate action plans for start-up and testing due to delay in receiving power from Southern California Edison. Collaborate with the ATEP First Building Design-Build Entity and the ATEP Utilities and Infrastructure project team to minimize project cost and time impact due to Public Utility Agencies' delayed connections. *Scheduling of State Elevator inspector and Orange County Health Department for the dual plumbed building*.

3. ATEP – UTILITIES AND INFRASTRUCTURE

<u>Project Description</u>: This project is a utilities and infrastructure project required to support construction of the ATEP IVC First Building as well as support future development. Utility and infrastructure construction will be phased with phase 1 including the site utility infrastructure, utility laterals to offsite points of connection and development of vehicular, bicycle and pedestrian circulation. This phase 1 utility and infrastructure project will address improvements at the north east and a small central portion of the ATEP campus.

| Start Preliminary Plans | Oct 2015 | Award Construction Contract | Oct 2016 |
|---------------------------|----------|-----------------------------|----------|
| Start Working Drawings | Nov 2015 | Complete Construction | Dec 2017 |
| Complete Working Drawings | Mar 2016 | Advertise for FF&E | N/A |
| DSA Final Approval | Jun 2016 | DSA Close Out | Jan 2018 |

<u>Budget Narrative</u>: Budget reflects Board action on 6/22/2015. On August 22, 2016, the Board of Trustees approved \$2,475,000.

| | Original | Revision | Total |
|------------------------------|-------------|-------------|-------------|
| Project Budget: | \$7,000,000 | \$2,475,000 | \$9,475,000 |
| District Funding Commitment: | \$7,000,000 | \$2,475,000 | \$9,475,000 |
| Anticipated State Match: | \$0 | \$0 | \$0 |
| Basic Aid Allocation: | \$7,000,000 | \$2,475,000 | \$9,475,000 |

Status: Construction phase: 80% complete

<u>In Progress</u>: Light fixture installation, irrigation and landscaping, paseo concrete, site sidewalks, paver installation, construction of trash enclosure and bio-swales.

<u>Recently Completed</u>: Pave parking lot and streets, domestic water tie-ins, underground electrical for light fixtures and underground piping for irrigation.

<u>Focus</u>: Resolve cost and time impacts arising from Public Utility Agencies delays on this Project and the IVC First Building Project. Evaluate contractor's progress related to contracted scope.

DISTRICT WIDE

1. SUSTAINABILITY/ ENERGY PLAN

<u>Project Description</u>: This project develops a Sustainability/Energy Plan to support the colleges' plans for future sustainability/energy projects and to assist with the development of the ATEP site. Additionally, the plan will advise the campuses on best practices, help take advantage of programs such as, Savings by Design, and recommend procurement methods for various sustainability projects. The project is broken into two phases, the first to focus on development of building design and construction guidelines and the second to focus on campus organizational policies and procedures. The Plan will inform the upcoming Education and Facilities Master Plan process.

| Kick Off | Jan 2017 | Start Plan Development | Feb 2017 |
|----------------------------|----------|------------------------|----------|
| Start Research/Analysis | Jan 2017 | Complete Plan | May 2017 |
| Complete Research/Analysis | Feb 2017 | Final Plan | Nov 2017 |

<u>Budget Narrative</u>: Budget reflects Board action on 6/22/2015. On August 22, 2016, the Board approved \$40,000. On June 26, 2017, the Board approved \$200,000.

| | Original | Revision | Total |
|------------------------------|-----------|-----------|-----------|
| Project Budget: | \$200,000 | \$240,000 | \$440,000 |
| District Funding Commitment: | \$200,000 | \$240,000 | \$440,000 |
| Anticipated State Match: | \$N/A | \$N/A | \$N/A |
| Basic Aid Allocation: | \$200,000 | \$240,000 | \$440,000 |

<u>Status</u>: Plan Development: Complete.

In Progress: Presentation to Board of Trustees

<u>Recently Completed</u>: Print final plans.

<u>Focus</u>: Develop consultant scope of work for second phase. Coordinate presentation and review by District-Wide Planning Council.

2. ADA TRANSITION PLAN

<u>Project Description</u>: This project includes site accessibility compliance audits to provide the basis for identification, prioritizing, budgeting and implementation of plans to assist the District in developing Americans with Disabilities Act (ADA) Transition Plans. The project includes assessment of barriers to access, summary of costs for remediation, implementation schedules with prioritization and standard drawings for remediation methods. This information anticipates the upcoming Education and Facilities Master Plan process.

| Kick Off | Mar 2016 | Start Report Development | May 2016 |
|----------------------------|----------|-----------------------------|----------|
| Start Research/Analysis | Mar 2016 | Complete Report Development | Sep 2016 |
| Complete Research/Analysis | Jul 2016 | Final Report | Oct 2016 |

<u>Budget Narrative</u>: On June 22, 2015, the Board approved \$400,000. On June 27, 2016, the Board approved \$440,000. On June 26, 2017, the Board approved 400,000.

| | Original | Revision | Total |
|------------------------------|-----------|-----------|-------------|
| Project Budget: | \$400,000 | \$840,000 | \$1,240,000 |
| District Funding Commitment: | \$400,000 | \$840,000 | \$1,240,000 |
| Anticipated State Match: | \$N/A | \$N/A | \$N/A |
| Basic Aid Allocation: | \$400,000 | \$840,000 | \$1,240,000 |

Status: Phase I work complete. Initiating Phase II work.

In Progress: RFQ&P for self-evaluation of services, policies and practices.

Recently Completed: Received responses to RFQ&P.

Focus: Recommend consultant for Board approval.

3. TECHNOLOGY CONSULTANT FOR CAPITAL CONSTRUCTION

<u>Project Description</u>: This project develops districtwide technology and building access standards for capital construction projects. The standards will assist current and future design teams in developing construction documents and will establish design guidelines for telecommunications / network infrastructure and associated equipment.

| Kick Off | July 2017 | Start Report Development | Oct 2017 |
|----------------------------|-----------|--------------------------|----------|
| Start Research/Analysis | July 2017 | Complete Report | Dec 2017 |
| Complete Research/Analysis | Sept 2017 | Final Report | Jan 2018 |

<u>Budget Narrative</u>: Budget reflects Board action on 8/22/2016. On June 26, 2017, the Board approved \$100,000.

| | Original | Revision | Total |
|------------------------------|-----------|-----------|-----------|
| Project Budget: | \$460,000 | \$100,000 | \$560,000 |
| District Funding Commitment: | \$460,000 | \$100,000 | \$560,000 |
| Anticipated State Match: | \$N/A | \$N/A | \$N/A |
| Basic Aid Allocation: | \$460,000 | \$100,000 | \$560,000 |

Status: Recommendations phase.

<u>In Progress</u>: *Complete campus standards* and procurement processes for cable infrastructure, audio visual, access control and wireless.

<u>Recently Completed</u>: Committee review of draft electronic security standards.

Focus: Complete campus standards and procurement processes.

4. MAPPING AND CONDITION ASSESSMENT

<u>Project Description:</u> This project accurately and comprehensively documents the horizontal and vertical positions of underground utilities, i.e. electrical, natural gas, storm drain, sanitary sewer, telecommunication, fiber optic, non-potable irrigation, and domestic/ fire water. The existing condition of each will be assessed. Accurate utility information assists design teams when developing construction documents preventing construction delays, claims, and major utilities conflicts.

| Kick Off | July 2018 | Start Report Development | Dec. 2018 |
|-------------------------|-----------|--------------------------|-----------|
| Start Research/Analysis | July 2018 | Final Report | Jan. 2019 |

<u>Budget Narrative</u>: Budget reflects Board action on 8/22/2016. On June 26, 2017, the Board approved \$500,000.

| | Original | Revision | Total |
|------------------------------|-----------|-----------|-----------|
| Project Budget: | \$400,000 | \$500,000 | \$900,000 |
| District Funding Commitment: | \$400,000 | \$500,000 | \$900,000 |
| Anticipated State Match: | \$N/A | \$N/A | \$N/A |
| Basic Aid Allocation: | \$400,000 | \$500,000 | \$900,000 |

<u>Status</u>: Project on hold to request additional funding.

<u>In Progress</u>: Staff will request funding during upcoming 2018-2019 budget planning cycle.

<u>Recently Completed</u>: Recommended firm agreed to hold proposal offer until funding cycle is complete.

Focus: Request additional funding. Anticipated project start July 2018.

Project updates for active projects may be viewed at:

http://www.socccd.edu/businessservices/ProjectUpdates2014.html

Notes

- Schedule Table: Bold dates in the schedule table indicate actuals. Items that are not bold indicate anticipated dates.
- Budget Table:
 - When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year. (FUSION is the State Chancellor's Office database for Capital Outlay.)

- The "Revisions" column for the State Match category includes changes due to escalation and changes that may have occurred to the state's percentage (i.e. going from an 80% match down to a 70% match and so on as the economy changes) from the original project approvals to current date. The "Revisions" column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.
- The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

- **TO:** Board of Trustees
- **FROM:** Thomas M. Fallo, Interim Chancellor
- **RE:** SOCCCD: Monthly Financial Status Report
- ACTION: Information

BACKGROUND

Monthly General Fund financial reports (EXHIBIT A) 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. These reports provide district-wide and college financial information.

STATUS

The reports display the adopted budget, revised budget and transactions through December 31, 2017 (EXHIBIT A). A review of current revenues and expenditures for FY 2017-2018 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

General Fund Income and Expenditure Summary As of December, 2017

| REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCI | E | | Adopted Budget | Revised Budget | Actual Beg Bal & Receipts/ Expenditures | % Actual to Revised |
|---|---|--------|---|---|--|--|
| SOURCES OF FUNDS | | | | | | |
| BEGINNING FUND BALANCE: | | \$ | 65,655,901 | 65,655,901 | 65,655,901 | 100.00% |
| REVENUES: Federal Sources State Sources Local Sources Other Financing Sources Total Revenue | 8100-8199 8600-8699 8800-8899 8900-8912 | \$ | 3,321,902 57,606,503 240,729,776 0 301,658,181 | 3,322,155 59,711,797 240,740,026 0 303,773,978 | 785,027 30,091,209 144,778,000 0 175,654,236 | 23.63% 50.39% 60.14% 57.82% |
| FISCAL AGENT PASS THROUGH INCOMING TRANSFERS | 8970-8979 8980-8989 | | 4,350,212 3,143,842 | 4,350,212 3,143,842 | 1,812,588 788,093 | 41.67% 25.07% |
| TOTAL SOURCES OF FUNDS | | \$ | 374,808,136 | 376,923,933 | 243,910,818 | 64.71% |
| USES OF FUNDS | | | | | | |
| EXPENDITURES: Academic Salaries Other Staff Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay Payments to Students Total Expenditures | 1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699 | \$ | 90,295,240 57,339,922 57,255,869 8,101,817 35,297,872 18,863,380 1,347,658 268,501,758 | 93,942,503 57,317,348 58,081,480 8,424,867 35,199,259 18,953,768 2,557,848 274,477,073 | 41,521,091 22,153,539 24,566,115 1,798,904 11,012,676 2,461,580 1,473,416 104,987,321 | 44.20% 38.65% 42.30% 21.35% 31.29% 12.99% 57.60% 38.25% |
| OTHER FINANCING USES: Debt Service Inter Fund Transfers Out Basic Aid Transfers Out Intra Fund Transfers Out Total Other Uses | 7100-7199 7300-7399 7300-7399 7400-7499 | \$ | 0 1,225,000 67,231,257 4,350,212 72,806,469 | 0 1,225,000 67,231,257 4,350,212 72,806,469 | 0 625,000 0 <u>509,468</u> 1,134,468 | 51.02% 0.00% 0.00% 1.56% |
| TOTAL USES OF FUNDS | | _ | 341,308,227 | 347,283,542 | 106,121,789 | 30.56% |
| ENDING FUND BALANCE | | \$ | 33,499,909 | 29,640,391 | 137,789,029 | |
| RESERVES Reserve for Unrealized Tax Collections Reserve for Economic Uncertainties College Reserves for Economic Uncerta | | \$ | 17,446,051 13,260,177 2,793,681 | 17,446,051 9,580,756 2,613,584 | | |
| IUIAL KESEKVES | | \$_ | 33,499,909 | 29,640,391 | | |

NOTE: As of December 31, 2016 actual revenues to date were 63.77% and actual expenditures to date were 38.56% of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary As of December, 2017

| REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE | : | | Adopted Budget | Revised Budget | Beg Bal & Receipts/ Expenditures | % Actual to Revised |
|---|---|--------------|---|---|---|--|
| SOURCES OF FUNDS | | _ | | | | |
| LOCATION BEGINNING BALANCE | | \$ | 19,766,282 | 19,766,282 | 19,766,282 | 100.00% |
| REVENUES: Unrestricted Budget Allocation Restricted Budget Allocation Total Revenue | | \$ _ | 99,419,252 39,218,878 138,638,130 | 99,419,252 39,810,958 139,230,210 | 56,434,520 22,568,284 79,002,804 | 56.76% 56.69% 56.74% |
| INCOMING TRANSFERS | 8980-8989 | | 1,333,842 | 1,333,842 | 450,541 | 33.78% |
| TOTAL SOURCES OF FUNDS | | \$ | 159,738,254 | 160,330,334 | 99,219,627 | 61.88% |
| USES OF FUNDS | | | | | | |
| EXPENDITURES: Academic Salaries Other Staff Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay Payments to Students Total Expenditures | 1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699 | \$ \$ | 56,488,724 29,015,126 32,308,544 6,042,772 18,661,369 13,150,367 946,352 156,613,254 | 56,538,594 29,080,173 32,308,394 6,267,459 18,503,626 13,046,724 1,460,364 157,205,334 | 25,492,603 10,915,358 14,204,129 1,131,128 4,675,022 1,351,195 <u>644,069</u> 58,413,504 | 45.09% 37.54% 43.96% 18.05% 25.27% 10.36% 44.10% 37.16% |
| OTHER FINANCING SOURCES/(USES) Debt Service Transfers Out Other Transfers Total Other Uses TOTAL USES OF FUNDS | : 7100-7199 7300-7399 7400-7499 | \$ _ _ | 0 625,000 0 625,000 157,238,254 | 0 625,000 0 625,000 157,830,334 | 0 625,000 0 625,000 59,038,504 | 100.00% 100.00% 37.41% |
| LOCATION OPERATING BALANCE | | \$_ | 2,500,000 | 2,500,000 | 40,181,123 | |
| RESERVES Reserve for Economic Uncertainties | | \$_ | 2,500,000 | 2,500,000 | | |

NOTE: As of December 31, 2016 actual revenues to date were **60.48%** and actual expenditures to date were **39.51%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary As of December, 2017

| REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE | 1 | | Adopted Budget | Revised Budget | Beg Bal & Receipts/ Expenditures | % Actual to Revised |
|---|---|----|--|--|--|--|
| SOURCES OF FUNDS | | - | | | | |
| LOCATION BEGINNING BALANCE | | - | 4,337,276 | 4,337,276 | 4,337,276 | 100.00% |
| REVENUES: Unrestricted Budget Allocation Restricted Budget Allocation Total Revenue | | \$ | 62,394,259 18,301,263 80,695,522 | 62,394,259 19,824,980 82,219,239 | 36,560,846 10,515,980 47,076,826 | 58.60% 53.04% 57.26% |
| INCOMING TRANSFERS | 8980-8989 | | 1,400,000 | 1,400,000 | 278,953 | 19.93% |
| TOTAL SOURCES OF FUNDS | | - | 86,432,798 | 87,956,515 | 51,693,055 | 58.77% |
| USES OF FUNDS | | | | | | |
| EXPENDITURES: Academic Salaries Other Staff Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay Payments to Students Total Expenditures OTHER FINANCING SOURCES/(USES) Debt Service Transfers Out Other Transfers | 1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699 : 7100-7199 7300-7399 7400-7499 | - | 32,169,473 18,233,934 19,195,669 1,933,800 8,397,432 5,557,503 401,306 85,889,117 0 250,000 0 250,000 | 32,745,332 18,090,318 19,315,273 2,028,863 8,595,477 5,720,184 1,097,484 87,592,931 0 250,000 0 250,000 | 15,614,407 7,310,232 9,014,063 625,781 2,943,126 1,023,381 829,347 37,360,337 0 0 0 0 | 47.68% 40.41% 46.67% 30.84% 34.24% 17.89% 75.57% 42.65% |
| TOTAL USES OF FUNDS | | - | 86,139,117 | 87,842,931 | 37,360,337 | 42.53% |
| LOCATION OPERATING BALANCE | | = | 293,681 | 113,584 | 14,332,718 | |
| RESERVES Reserve for Economic Uncertainties | | = | 293,681 | 113,584 | | |

NOTE: As of December 31, 2016 actual revenues to date were **59.57%** and actual expenditures to date were **43.27%** of the revised budget to date.

- **TO:** Board of Trustees
- **FROM:** Thomas M. Fallo, Interim Chancellor
- RE: SOCCCD: Quarterly Financial Status Report
- ACTION: Information

BACKGROUND

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

<u>STATUS</u>

The California Community Colleges Quarterly financial Status Report for SOCCCD, as of December 31, 2017 for FY 2017-2018, is attached (EXHIBIT A) for the Board of Trustees' information and review.

| COMMUNITY COLLEGES | CHANCELLOR'S OFFICE |
|--------------------|---------------------|
| CALIFORNIA | |

Quarterly Financial Status Report, CCFS-311Q VIEW QUARTERLY DATA

| District: | (890) SOUTH ORANGE | As c | Fiscal Year: Quarter Ended: (Q2) De As of June 30 for the fiscal year specified | Fiscal Ye r Ended: (Q2 fiscal vear spec | Fiscal Year: 2017-2018 Quarter Ended: (Q2) Dec 31, 2017 0 for the fiscal vear specified | |
|-----------|--------------------|-------------------|---|---|---|--|
| Line | Description | Actual 2014-15 | Actual 2015-16 | Actual 2016-17 | Projected 2017-2018 | |

CHANGE THE PERIOD

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

| A. | Revenues: | | | | |
|-----|---|-------------|-------------|-------------|-------------|
| A.1 | Unrestricted General Fund Revenues (Objects 8100, 8600, 8800) | 211,462,493 | 242,408,781 | 247,386,136 | 244,035,209 |
| A.2 | Other Financing Sources (Object 8900) | 0 | 493,350 | 4,835,415 | 3,143,842 |
| A.3 | Total Unrestricted Revenue (A.1 + A.2) | 211,462,493 | 242,902,131 | 252,221,551 | 247,179,051 |
| B. | Expenditures: | | | | |
| B.1 | Unrestricted General Fund Expenditures (Objects 1000-6000) | 155,345,822 | 175,141,624 | 189,573,456 | 205,472,380 |
| B.2 | Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600) | 45,826,804 | 64,756,402 | 57,374,918 | 67,956,257 |
| B.3 | Total Unrestricted Expenditures (B.1 + B.2) | 201,172,626 | 239,898,026 | 246,948,374 | 273,428,637 |
| Ū. | Revenues Over(Under) Expenditures (A.3 - B.3) | 10,289,867 | 3,004,105 | 5,273,177 | -26,249,586 |
| D. | Fund Balance, Beginning | 37,322,828 | 47,612,695 | 50,616,800 | 55,889,977 |
| D.1 | Prior Year Adjustments + (-) | 0 | 0 | 0 | 0 |
| D.2 | Adjusted Fund Balance, Beginning (D + D.1) | 37,322,828 | 47,612,695 | 50,616,800 | 55,889,977 |
| ш | Fund Balance, Ending (C. + D.2) | 47,612,695 | 50,616,800 | 55,889,977 | 29,640,391 |
| F.1 | Percentage of GF Fund Balance to GF Expenditures (E. / B.3) | 23.7% | 21.1% | 22.6% | 10.8% |

II. Annualized Attendance FTES:

| | G.1 | Annualized FTES (excluding apprentice and non-resident) | 27,822 | 24,927 | 27,365 | 27,365 |
|---|-------------|--|-------------|--|--------------------|-------------|
| | | | As of the s | As of the specified quarter ended for each fiscal year | ended for each fir | scal year |
| = | . Total Gen | III. Total General Fund Cash Balance (Unrestricted and Restricted) | 2014-15 | 2015-16 | 2016-17 | 2017-2018 |
| | H.1 | Cash, excluding borrowed funds | | 104,539,080 | 93,742,375 | 136,842,103 |
| | H.2 | Cash, borrowed funds only | | 0 | 0 | 0 |
| | | | | | | |

136,842,103

93,742,375

104,539,080

75,248,807

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Total Cash (H.1+ H.2)

Н.З

| Line | Description | Adopted Budget (Col. 1) | Annual Current Budget (Col. 2) | Year-to-Date Actuals (Col. 3) | Percentage (Col. 3/Col. 2) |
|------|---|-------------------------------|---|-------------------------------------|-------------------------------|
| | Revenues: | | | | |
| 1.1 | Unrestricted General Fund Revenues (Objects 8100, 8600, 8800) | 244,035,209 | 244,035,209 | 142,467,141 | 58.4% |
| I.2 | Other Financing Sources (Object 8900) | 3,143,842 | 3,143,842 | 788,093 | 25.1% |
| I.3 | Total Unrestricted Revenue (I.1 + I.2) | 247,179,051 | 247,179,051 | 143,255,234 | 58% |
| | Expenditures: | | | | |
| J.1 | Unrestricted General Fund Expenditures (Objects 1000-6000) | 201,612,862 | 205,472,380 | 89,257,441 | 43.4% |
| J.2 | Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600) | 67,956,257 | 67,956,257 | 375,000 | 0.6% |
| J.3 | Total Unrestricted Expenditures (J.1 + J.2) | 269,569,119 | 273,428,637 | 89,632,441 | 32.8% |
| Y. | Revenues Over(Under) Expenditures (I.3 - J.3) | -22,390,068 | -26,249,586 | 53,622,793 | |
| | Adjusted Fund Balance, Beginning | 55,889,977 | 55,889,977 | 55,889,977 | |
| L.1 | Fund Balance, Ending (C. + L.2) | 33,499,909 | 29,640,391 | 109,512,770 | |
| Σ | Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3) | 12.4% | 10.8% | | |

| Total Cost Termanent Termporary Total Cost 0,* Total Cost 0,* Increase 0,* Increase 0,* | (Specify) | Management | nent | | Aca | Academic | | Class | Classified |
|---|-----------|------------------------|------|------------------------|-----|------------------------|--------|------------------------|------------|
| Wr-WTotal CostTotal CostTotal CostTotal Cost $\%*$ Increase $\%*$ Increase $\%*$ Increase $\%*$ Year 1:Year 2:Year 2:Year 2:Year 2:Year 2:Year 3:Year 3:Year 1:Year 2:Year 2:Year 2:Year 1:Year 1:Year 2:Year 3:Year 3:Year 3:Year 3:Year 3:Year 3: | |) | | Perm | | | oorary | | |
| | ٨٢-٧ | Total Cost Increase | * % | Total Cost Increase | * % | Total Cost Increase | * % | Total Cost Increase | * % |
| | SALARIES: | | | | | | | | |
| | Year 1: | | | | | | | | |
| | Year 2: | | | | | | | | |
| | Year 3: | | | | | | | | |
| Year 1: Year 2: Year 2: Year 3: | BENEFITS: | | | | | | | | |
| Year 2: Year 3: | Year 1: | | | | | | | | |
| Year 3: | Year 2: | | | | | | | | |
| | Year 3: | | | | | | | | |

| VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANs), issuance of COPs, etc.)? If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.) VII. Does the district have significant fiscal problems that must be addressed? |
|--|
| Did the district have significant evenue the district have significant events or legal suits, significants, issuance of COPs, etc.)? If yes, list events and their financial randoes the district have significant ficant f |

ITEM: 7.6 DATE: 1/22/18

- **TO:** Board of Trustees
- **FROM:** Thomas M. Fallo, Interim Chancellor
- **RE:** SOCCCD: Retiree (OPEB) Trust Fund
- ACTION: Information

BACKGROUND

In April 2008 the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

<u>STATUS</u>

This report is for the period ending November 30, 2017 (EXHIBIT A).

For November, the portfolio was comprised of 48.2% Fixed Funds (Bonds) and 51.8% Common Stocks (Domestic and International). The portfolio's performance increased 0.97%, ending with a fair market value of \$115,163,531 and an annualized return of 5.98%.



EXHIBIT A Page 1 of 1

December 14, 2017

South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on November 30th of \$115,163,530.77 your portfolio's performance was up 0.97% for the month and up 5.98% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (51.8%) and fixed income funds (48.2%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013, and \$6,876,877.96 on January 20, 2017 for a total of \$75,676,601.70. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

| <u>Performance</u> | November 2017 | <u>Year-To-Date</u> | Annualized Since Inception |
|--------------------|---------------|---------------------|------------------------------|
| South Orange CCCD | 0.97% | 11.93% | 5.98% annualized return |
| S&P 500 | 3.07% | 20.51% | 10.40% (Domestic Stocks) |
| MSCI EAFE | 1.05% | 23.06% | 3.15% (International stocks) |
| Barclays Aggregate | -0.13% | 3.07% | 4.09% (Domestic Bonds) |
| Barclays Global | 1.11% | 7.03% | 2.86% (Global Bonds) |
| | | | |



Very truly yours,

Scott W. Rankin Senior Vice President

5901 College Blvd, Ste 200, Overland Park, Kansas 66211

ITEM: 7.7 DATE: 1/22/18

TO: Board of Trustees

FROM: Thomas M. Fallo, Interim Chancellor

RE: SOCCCD: Basic Aid Report

ACTION: Information

BACKGROUND

The District returned to Basic Aid status in FY 1999-2000. The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

<u>STATUS</u>

As of December 31, 2017, total estimated Basic Aid receipts are \$758.4M and total approved projects are \$741M as shown in EXHIBIT A. The balance of \$17.4M is the reserve for unrealized tax collections and unallocated funds available for distribution.

It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

There were no changes for the FY 2017-2018 Basic Aid allocation from the October, 2017 Board report.

South Orange County Community College District Expenditure History for Approved Basic Aid Projects January 22, 2017

| CAPITAL PROJECTS ATEP Building Demolition (2007) ATEP First Building Phase 3A (2011) ATEP First Building Support (2017) ATEP Operating Budget (2006) ATEP Site Development (2013) ATEP Staffing, Equipment, Program Development (2007) ATEP Utilities/Infrastructure Phase I (2016) IVC A200 Success Center (2014) IVC A400 Bldg Remodel (2011) IVC B200 Classroom Wing & Labs (2015) IVC B400 Labs and Entrance Controls (2015) IVC Defects Performing Arts Center (2014) IVC Design and Install Entrance from Barranca (2003) IVC Fine Arts Building (2008) IVC Health Center/Concessions Building (2016) IVC Life Sciences Project (2004) | 221,722,480 13,700,000 27,400,000 750,000 14,177,729 10,625,000 891,611 9,475,000 505,005 13,013,000 400,000 1,400,000 2,850,000 15,448,598 6,140,000 2,490,000 7,488,000 | 215,748,456 4,148,386 761 12,049,995 1,374,635 851,148 - - - 1,589,588 - - 2,611 333,100 61,278 - 3,263,187 | 2,354,029 2,741,440 336,973 622,701 986,687 2,026 5,695,412 1,600 54,736 38,525 (1,120,532) | 3,333,662 22,998 1,985,988 689,013 1,054,743 - 547,695 - 2,218,447 4,257 4,333 - 92,072 - 67,133 | 286,333 (1,949) 8,213,622 816,021 955,676 38,437 781,024 - 990,200 151,187 - 51,646 1,710,284 - 123,047 | - 9,602,149 - - 329,938 - 1,704,496 - 1,395,042 285 - - (22,182) - - | (0) 6,789,126 7,260,507 750,000 - 5,923,321 - - 6,441,785 505,005 1,124,311 244,271 404,067 1,291,007 698,201 15,387,320 |
|---|---|---|---|--|---|--|---|
| CAPITAL PROJECTS ATEP Building Demolition (2007) ATEP First Building Phase 3A (2011) ATEP First Building Support (2017) ATEP Operating Budget (2006) ATEP Site Development (2013) ATEP Staffing, Equipment, Program Development (2007) ATEP Utilities/Infrastructure Phase I (2016) IVC A200 Success Center (2014) IVC A400 Bldg Remodel (2011) IVC B200 Classroom Wing & Labs (2015) IVC B400 Labs and Entrance Controls (2015) IVC Defects Performing Arts Center (2014) IVC Design and Install Entrance from Barranca (2003) IVC Fine Arts Building (2008) IVC Life Sciences Project (2004) | 13,700,000 27,400,000 750,000 14,177,729 10,625,000 891,611 9,475,000 505,005 13,013,000 400,000 14,00,000 1,400,000 2,850,000 15,448,598 6,140,000 2,490,000 | 4,148,386 761 12,049,995 1,374,635 851,148 - - 1,589,588 - - 2,611 333,100 61,278 - | 2,741,440 336,973 622,701 986,687 2,026 5,695,412 1,600 54,736 38,525 | 22,998 1,985,988 689,013 1,054,743 - 547,695 - 2,218,447 4,257 4,333 - 92,072 - | (1,949) 8,213,622 816,021 955,676 38,437 781,024 - 990,200 151,187 - 51,646 1,710,284 - | - - - - - - - - - - - - - - - - - - - | 6,789,126 7,260,507 750,000 - 5,923,321 - 6,441,785 505,005 1,124,311 244,271 404,067 1,291,007 698,201 15,387,320 |
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| ATEP Building Demolition (2007) ATEP First Building Phase 3A (2011) ATEP First Building Support (2017) ATEP Operating Budget (2006) ATEP Site Development (2013) ATEP Staffing, Equipment, Program Development (2007) ATEP Utilities/Infrastructure Phase I (2016) IVC A200 Success Center (2014) IVC A400 Bldg Remodel (2011) IVC B200 Classroom Wing & Labs (2015) IVC Defects Performing Arts Center (2014) IVC Design and Install Entrance from Barranca (2003) IVC Fine Arts Building (2008) IVC Health Center/Concessions Building (2016) IVC Life Sciences Project (2004) | 27,400,000 750,000 14,177,729 10,625,000 891,611 9,475,000 505,005 13,013,000 400,000 1,400,000 1,400,000 15,448,598 6,140,000 2,490,000 | 761 12,049,995 1,374,635 851,148 - 1,589,588 - - 2,611 333,100 61,278 - | 336,973 622,701 986,687 2,026 5,695,412 1,600 54,736 38,525 | 1,985,988 689,013 1,054,743 - 547,695 - 2,218,447 4,257 4,333 - 92,072 - | 8,213,622 816,021 955,676 38,437 781,024 - 990,200 151,187 - 51,646 1,710,284 - | - - - - - - - - - - - - - - - - - - - | 7,260,507 750,000 - 5,923,321 - 6,441,785 505,005 1,124,311 244,271 404,067 1,291,007 698,201 15,387,320 |
| ATEP First Building Phase 3A (2011) 2 ATEP First Building Support (2017) 2 ATEP Operating Budget (2006) 2 ATEP Site Development (2013) 2 ATEP Staffing, Equipment, Program Development (2007) 2 ATEP Utilities/Infrastructure Phase I (2016) 2 IVC A200 Success Center (2014) 2 IVC A400 Bldg Remodel (2011) 2 IVC B200 Classroom Wing & Labs (2015) 2 IVC B400 Labs and Entrance Controls (2015) 2 IVC Defects Performing Arts Center (2014) 2 IVC Design and Install Entrance from Barranca (2003) 2 IVC Health Center/Concessions Building (2016) 2 IVC Life Sciences Project (2004) 2 | 27,400,000 750,000 14,177,729 10,625,000 891,611 9,475,000 505,005 13,013,000 400,000 1,400,000 1,400,000 15,448,598 6,140,000 2,490,000 | 761 12,049,995 1,374,635 851,148 - 1,589,588 - - 2,611 333,100 61,278 - | 336,973 622,701 986,687 2,026 5,695,412 1,600 54,736 38,525 | 1,985,988 689,013 1,054,743 - 547,695 - 2,218,447 4,257 4,333 - 92,072 - | 8,213,622 816,021 955,676 38,437 781,024 - 990,200 151,187 - 51,646 1,710,284 - | - - - - - - - - - - - - - - - - - - - | 7,260,507 750,000 - 5,923,321 - 6,441,785 505,005 1,124,311 244,271 404,067 1,291,007 698,201 15,387,320 |
| ATEP First Building Support (2017) ATEP Operating Budget (2006) ATEP Site Development (2013) ATEP Staffing, Equipment, Program Development (2007) ATEP Utilities/Infrastructure Phase I (2016) IVC A200 Success Center (2014) IVC A400 Bldg Remodel (2011) IVC B200 Classroom Wing & Labs (2015) IVC B400 Labs and Entrance Controls (2015) IVC Defects Performing Arts Center (2014) IVC Fine Arts Building (2008) IVC Health Center/Concessions Building (2016) IVC Life Sciences Project (2004) | 750,000 14,177,729 10,625,000 891,611 9,475,000 505,005 13,013,000 400,000 1,400,000 1,400,000 1,448,598 6,140,000 2,490,000 | 12,049,995 1,374,635 851,148 - - 1,589,588 - - 2,611 333,100 61,278 - | 622,701 986,687 2,026 5,695,412 1,600 54,736 38,525 | 689,013 1,054,743 - 547,695 - 2,218,447 4,257 4,333 - 92,072 - | 816,021 955,676 38,437 781,024 - 990,200 151,187 - 51,646 1,710,284 - | - - - - - - - - - - - - - - - - - - - | 750,000 - 5,923,321 - 6,441,785 505,005 1,124,311 244,271 404,067 1,291,007 698,201 15,387,320 |
| ATEP Operating Budget (2006) ATEP Site Development (2013) ATEP Staffing, Equipment, Program Development (2007) ATEP Utilities/Infrastructure Phase I (2016) IVC A200 Success Center (2014) IVC A400 Bldg Remodel (2011) IVC B200 Classroom Wing & Labs (2015) IVC B400 Labs and Entrance Controls (2015) IVC Defects Performing Arts Center (2014) IVC Design and Install Entrance from Barranca (2003) IVC Fine Arts Building (2008) IVC Life Sciences Project (2004) | 14,177,729 10,625,000 891,611 9,475,000 505,005 13,013,000 400,000 410,000 1,400,000 2,850,000 15,448,598 6,140,000 2,490,000 | 1,374,635 851,148 - - 1,589,588 - - 2,611 333,100 61,278 - | 986,687 2,026 5,695,412 1,600 54,736 38,525 | 1,054,743 - 547,695 - 2,218,447 4,257 4,333 - 92,072 - | 955,676 38,437 781,024 - 990,200 151,187 - 51,646 1,710,284 - | - 1,704,496 - 1,395,042 285 - - - (22,182) - | - 5,923,321 - 6,441,785 505,005 1,124,311 244,271 404,067 1,291,007 698,201 15,387,320 |
| ATEP Site Development (2013) ATEP Staffing, Equipment, Program Development (2007) ATEP Utilities/Infrastructure Phase I (2016) IVC A200 Success Center (2014) IVC A400 Bldg Remodel (2011) IVC B200 Classroom Wing & Labs (2015) IVC B400 Labs and Entrance Controls (2015) IVC Defects Performing Arts Center (2014) IVC Design and Install Entrance from Barranca (2003) IVC Fine Arts Building (2008) IVC Health Center/Concessions Building (2016) IVC Life Sciences Project (2004) | 10,625,000 891,611 9,475,000 505,005 13,013,000 400,000 410,000 1,400,000 2,850,000 15,448,598 6,140,000 2,490,000 | 1,374,635 851,148 - - 1,589,588 - - 2,611 333,100 61,278 - | 986,687 2,026 5,695,412 1,600 54,736 38,525 | 1,054,743 - 547,695 - 2,218,447 4,257 4,333 - 92,072 - | 955,676 38,437 781,024 - 990,200 151,187 - 51,646 1,710,284 - | - 1,704,496 - 1,395,042 285 - - - (22,182) - | - 6,441,785 505,005 1,124,311 244,271 404,067 1,291,007 698,201 15,387,320 |
| ATEP Staffing, Equipment, Program Development (2007) ATEP Utilities/Infrastructure Phase I (2016) IVC A200 Success Center (2014) IVC A400 Bldg Remodel (2011) IVC B200 Classroom Wing & Labs (2015) IVC B400 Labs and Entrance Controls (2015) IVC Defects Performing Arts Center (2014) IVC Design and Install Entrance from Barranca (2003) IVC Fine Arts Building (2008) IVC Health Center/Concessions Building (2016) IVC Life Sciences Project (2004) | 891,611 9,475,000 505,005 13,013,000 400,000 410,000 2,850,000 15,448,598 6,140,000 2,490,000 | 851,148 - - 1,589,588 - - 2,611 333,100 61,278 - | 2,026 5,695,412 1,600 54,736 38,525 | - 547,695 - 2,218,447 4,257 4,333 - 92,072 - | 38,437 781,024 - 990,200 151,187 - 51,646 1,710,284 - | - 1,704,496 - 1,395,042 285 - - - (22,182) - | - 6,441,785 505,005 1,124,311 244,271 404,067 1,291,007 698,201 15,387,320 |
| ATEP Utilities/Infrastructure Phase I (2016) IVC A200 Success Center (2014) IVC A400 Bldg Remodel (2011) IVC B200 Classroom Wing & Labs (2015) IVC B400 Labs and Entrance Controls (2015) IVC Defects Performing Arts Center (2014) IVC Design and Install Entrance from Barranca (2003) IVC Fine Arts Building (2008) IVC Health Center/Concessions Building (2016) IVC Life Sciences Project (2004) | 9,475,000 505,005 13,013,000 400,000 1,400,000 2,850,000 15,448,598 6,140,000 2,490,000 | - - 1,589,588 - - 2,611 333,100 61,278 - | 5,695,412 1,600 54,736 38,525 | - 2,218,447 4,257 4,333 - 92,072 - | 781,024 - 990,200 151,187 - 51,646 1,710,284 - | - 1,395,042 285 - - (22,182) - | 505,005 1,124,311 244,271 404,067 1,291,007 698,201 15,387,320 |
| IVC A200 Success Center (2014) IVC A400 Bldg Remodel (2011) IVC B200 Classroom Wing & Labs (2015) IVC B400 Labs and Entrance Controls (2015) IVC Defects Performing Arts Center (2014) IVC Design and Install Entrance from Barranca (2003) IVC Fine Arts Building (2008) IVC Health Center/Concessions Building (2016) IVC Life Sciences Project (2004) | 505,005 13,013,000 400,000 1,400,000 2,850,000 15,448,598 6,140,000 2,490,000 | - 2,611 333,100 61,278 - | 1,600 54,736 38,525 | - 2,218,447 4,257 4,333 - 92,072 - | - 990,200 151,187 - 51,646 1,710,284 - | - 1,395,042 285 - - (22,182) - | 505,005 1,124,311 244,271 404,067 1,291,007 698,201 15,387,320 |
| IVC A400 Bldg Remodel (2011) IVC B200 Classroom Wing & Labs (2015) IVC B400 Labs and Entrance Controls (2015) IVC Defects Performing Arts Center (2014) IVC Design and Install Entrance from Barranca (2003) IVC Fine Arts Building (2008) IVC Health Center/Concessions Building (2016) IVC Life Sciences Project (2004) | 13,013,000 400,000 410,000 1,400,000 2,850,000 15,448,598 6,140,000 2,490,000 | - 2,611 333,100 61,278 - | 1,600 54,736 38,525 | 4,257 4,333 - 92,072 - | 151,187 - 51,646 1,710,284 - | 285 - - (22,182) - | 1,124,311 244,271 404,067 1,291,007 698,201 15,387,320 |
| IVC B200 Classroom Wing & Labs (2015) IVC B400 Labs and Entrance Controls (2015) IVC Defects Performing Arts Center (2014) IVC Design and Install Entrance from Barranca (2003) IVC Fine Arts Building (2008) IVC Health Center/Concessions Building (2016) IVC Life Sciences Project (2004) | 400,000 410,000 1,400,000 2,850,000 15,448,598 6,140,000 2,490,000 | - 2,611 333,100 61,278 - | 1,600 54,736 38,525 | 4,257 4,333 - 92,072 - | 151,187 - 51,646 1,710,284 - | 285 - - (22,182) - | 244,271 404,067 1,291,007 698,201 15,387,320 |
| IVC B400 Labs and Entrance Controls (2015) IVC Defects Performing Arts Center (2014) IVC Design and Install Entrance from Barranca (2003) IVC Fine Arts Building (2008) IVC Health Center/Concessions Building (2016) IVC Life Sciences Project (2004) | 410,000 1,400,000 2,850,000 15,448,598 6,140,000 2,490,000 | 333,100 61,278 | 54,736 38,525 | 4,333 - 92,072 - | | - - (22,182) - | 404,067 1,291,007 698,201 15,387,320 |
| IVC Defects Performing Arts Center (2014) IVC Design and Install Entrance from Barranca (2003) IVC Fine Arts Building (2008) IVC Health Center/Concessions Building (2016) IVC Life Sciences Project (2004) | 1,400,000 2,850,000 15,448,598 6,140,000 2,490,000 | 333,100 61,278 | 54,736 38,525 | - 92,072 - | 1,710,284 | - (22,182) - | 1,291,007 698,201 15,387,320 |
| IVC Design and Install Entrance from Barranca (2003) IVC Fine Arts Building (2008) IVC Health Center/Concessions Building (2016) IVC Life Sciences Project (2004) | 2,850,000 15,448,598 6,140,000 2,490,000 | 333,100 61,278 | 38,525 | - | 1,710,284 | - | <u>698,201</u> 15,387,320 |
| IVC Fine Arts Building (2008) IVC Health Center/Concessions Building (2016) IVC Life Sciences Project (2004) | 15,448,598 6,140,000 2,490,000 | 61,278 | | - | - | - | 15,387,320 |
| IVC Health Center/Concessions Building (2016) IVC Life Sciences Project (2004) | 6,140,000 2,490,000 | - | (1 120 532) | 67,133 | 122 047 | 100.110 | , , |
| IVC Life Sciences Project (2004) | 2,490,000 | 3,263,187 | (1 120 532) | 07,100 | | 130,419 | 5,819,401 |
| | , , | 5,205,107 | | 14.207 | 44.513 | 100,410 | 288.625 |
| IVC New Parking Lot (2013) | 7 488 (101) | - | (1,120,002) | 18,950 | 105,492 | 41,628 | 7,321,930 |
| IVC Peforming Arts Center Waterproofing (2013) | 470.000 | - | | 10,000 | 2.930 | 311,505 | 155,565 |
| IVC Upgrade Exterior & Entries to B300 (2013) | 680,000 | - | | _ | 5,700 | 46,250 | 628,050 |
| SC Building Repairs - LRC Comm Arts Renovation (2013) | 3,839,073 | 27,311 | 1,702,050 | 102,627 | 1,173,322 | 389,977 | 443,787 |
| | 20,545,313 | 834,539 | 86,693 | 332,307 | 55,396 | 216,106 | 19,020,272 |
| | 10,249,687 | 644.063 | 1,532,643 | 7,435,103 | 92,372 | 77,038 | 468.468 |
| SC Data Center Project (2016) | 1,000,000 | - | 1,002,040 | - | 7.472 | 19.056 | 973.472 |
| | 10,150,000 | 78,845 | 216,891 | 5,173,241 | 4,601,983 | (383,423) | 462,463 |
| SC Fire Alarm System (2015) | 500.000 | - | 210,001 | | 46,259 | - (000, 120) | 453.741 |
| SC LRC Defects (2015) | 750,000 | - | | 8.272 | 48,892 | 2,548 | 690,288 |
| | 19,658,820 | - | | - 0,272 | | 2,040 | 19,658,820 |
| | 67,358,346 | 9,748,435 | 28,145,264 | 20,710,561 | 3,299,444 | (3,834) | 5,458,476 |
| SC SME Building Renovation (2016) | 750,000 | - | 20,110,201 | - | 1,499 | 11,721 | 736,780 |
| | 39,525,000 | 327,184 | 145,814 | 347,766 | - | 152,254 | 38,551,983 |
| SC PE 200 and 300 Interior Renovation (2014) | 1.000.000 | - | 110,011 | 54.351 | 8.925 | | 936.724 |
| SC PE 400 and 500 Renovation (2014) | 800,000 | - | | - 1,001 | | - | 800.000 |
| SC Water Damages/Storm Drainage Issues (2013) | 750,000 | 14,205 | 2,438 | 11,889 | - | - | 721,468 |
| | 305,190,182 | 35,349,269 | 41,191,360 | 40,895,953 | 23,323,394 | 14,020,972 | 150,409,234 |
| | ., ., | ,, | , , | -, | -,, | ,, | |
| IVC Library Exterior (2013) | 275,000 | 1,830 | 5,289 | | | 21,375 | 246,507 |
| IVC Lighting & Walkways (2013) | 795.055 | 332.278 | 170.531 | 6.750 | 29.348 | 21,373 | 246,507 |
| IVC Ligning & Waikways (2013) IVC SM B100 Roof & HVAC (2015) | 493,350 | 332,218 | 170,331 | 0,750 | 29,340 | - | 493,350 |
| IVC Sports Facilities (2012) | 342,600 | 44.014 | 30,565 | 29,488 | - 164,094 | 36,369 | 38,070 |
| SC Central Plant (2013) | 750.000 | 85,655 | 109.072 | 440.085 | 115,119 | - 30,309 | 69 |
| SC Central Plant (2013) SC HVAC PE 100 (2014) | 800,000 | 00,000 | 109,072 | 440,000 | 115,119 | - | 800,000 |
| SC PE200 Bleacher Repairs (2014) | 575,000 | - | 2,841 | 88,099 | 117,185 | 301,983 | 64,892 |
| SC PE Complex (2013) | 650,000 | - | 2,041 | 00,099 | | 445,071 | 204,929 |
| SC Walkway Lot 9 to Quad (2017) | 500,000 | | | - | - | - 443,071 | 500,000 |

South Orange County Community College District Expenditure History for Approved Basic Aid Projects January 22, 2017

| Project Description | Approved Amount | 1999/2014 Actual | 2014/15 Actual | 2015/16 Actual | 2016/17 Actual | 2017/18 YTD Actual | Balance Remaining for 2017/18 |
|--|--------------------|---------------------|-------------------|-------------------|-------------------|-----------------------|-------------------------------------|
| SCHEDULED MAINTENANCE PROJECTS TOTAL | 5,181,005 | 463,777 | 318,298 | 564,421 | 425,746 | 804,798 | 2,603,965 |
| | | · 1 | · . | · . | | · 1 | |
| IT PROJECTS | | | | | | [| |
| Campus Desktop Refresh (2013) | 4,249,334 | 1,492,186 | 1,913,336 | 306,537 | 531,912 | 1,772 | 3,592 |
| Campus Desktop Refresh (2015) | 3,376,000 | - | - | 1,398,967 | 104,864 | 308,822 | 1,563,347 |
| SOCCCD Automate Electronic Transcript Receiving (2015) | 453,600 | - | 35,906 | 109,832 | 51,194 | 13,069 | 243,599 |
| SOCCCD Automated Password Reset & Single Sign-On Assess (2015) | 115,600 | - | | - | 38,416 | - | 77,184 |
| SOCCCD Awards Management System (2013) | 500,000 | 457,871 | | - | - | - | 42,129 |
| SOCCCD Blackboard Plug-ins (2013) | 150,000 | 2,000 | 15,400 | 30,950 | 5,205 | 16,275 | 80,170 |
| SOCCCD Classroom Technology and Audio Visual Refresh (2016) | 5,264,000 | - | - | 125,602 | 360,359 | 109,825 | 4,668,214 |
| SOCCCD Class Schedule Upgrade & Recommendation (2015) | 735,000 | - | | 8,113 | 566,119 | 96,321 | 64,447 |
| SOCCCD Degree Audit/MAP Upgrade (2013) | 1,594,720 | 626,491 | 222,358 | 233,714 | 197,840 | 128,570 | 185,747 |
| SOCCCD District IT Back Office Automation (2016) | 210,000 | - | | 69,488 | - | 71,300 | 69,212 |
| SOCCCD District-wide Network Security (2015) | 912,395 | - | 322,157 | 40,960 | - | 70,000 | 479,278 |
| SOCCCD District-wide Network Security Firewall Refresh (2016) | 820,000 | - | | | 711,769 | 75,241 | 32,990 |
| SOCCCD End-of-Life Core Network/Tech Refresh (2013) | 6,984,658 | 3,906,690 | 2,243,712 | 410,194 | 119,524 | 45,365 | 259,174 |
| SOCCCD Enterprise Content Mgmt Expansion (2013) | 150,000 | 31,386 | | 7,500 | 12,500 | - | 98,614 |
| SOCCCD Faculty and Staff Email Infrastructure Refresh (2016) | 355,000 | - | | | 314,033 | 8,474 | 32,493 |
| SOCCCD HR/Bus Svcs Integrated Software (2013) | 16,042,300 | 2,137,801 | 5,586,580 | 3,506,054 | 2,381,424 | 466,441 | 1,964,000 |
| SOCCCD Intl and Student Scholar Mgmt (2014) | 54,500 | - | | - | 27,600 | - | 26,900 |
| SOCCCD IT Basic Aid Projects (2013) Unified Communications Sys | 50,000 | 14,400 | | | 12,460 | - | 23,140 |
| SOCCCD IT Basic Aid Projects (2013) IT Contingency | 907,328 | 64,600 | | - | - | - | 842,728 |
| SOCCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010) | 8,744,770 | 8,342,629 | 11,747 | 131,573 | 211,137 | 10,432 | 37,252 |
| SOCCCD MAP Enhancements (2017) | 280,000 | | | | - | 3,432 | 276,568 |
| SOCCCD Master Calendar Integration (2014) | 300,000 | 58,500 | 677 | - | - | 161,532 | 79,291 |
| SOCCCD MySite Security (2014) | 302,000 | 47,280 | 164,662 | 67,732 | (18,061) | - | 40,387 |
| SOCCCD New Student Print Solution (2016) | 238,921 | - | | 124,115 | 91,088 | - | 23,718 |
| SOCCCD Online Tutoring, SI, Office Hours, Appointments (2016) | 201,000 | - | | 5,199 | - | 36,225 | 159,576 |
| SOCCCD Positive Attendance Hours (2016) | 198,000 | - | | - | 149,462 | 46,848 | 1,690 |
| SOCCCD Predictive Analytics (2013) | 250,000 | 54,052 | 62,515 | 68,615 | 12,118 | 6,710 | 45,990 |
| SOCCCD Refresh MDF and IDF (2016) | 1,000,000 | - | - | 195,340 | 95,097 | 8,486 | 701,077 |
| SOCCCD Server and Storage Scheduled Maintenance (2016) | 925,000 | - | - | 316,411 | 494,206 | 12,139 | 102,244 |
| SOCCCD Server Configuration & Security (2017) | 180,000 | | | | - | 79,670 | 100,330 |
| SOCCCD Service Desk Software (2017) | 465,000 | | | | - | 7,915 | 457,085 |
| SOCCCD Student Early Alert System (2016) | 226,800 | - | | - | - | 6,676 | 220,125 |
| SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015) | 600,000 | - | | - | - | - | 600,000 |
| SOCCCD Student Information System Enhancement (2013-2015) | 9,955,200 | 2,767,037 | 1,379,858 | 1,544,979 | 1,574,564 | 1,004,239 | 1,684,523 |
| SOCCCD Student Success Dashboard (2014) | 550,000 | 52,324 | 382,882 | 107,632 | - | - | 7,162 |
| SOCCCD Student Success Roadmap (2017) | 875,000 | | | | - | 1,340 | 873,660 |
| SOCCCD Support Multiple Prerequisites (2015) | 302,400 | - | 12,584 | 150,559 | 103,527 | - | 35,730 |
| SOCCCD System Testing and Stability (2016) | 377,000 | - | | 46,465 | 16,139 | 5,494 | 308,902 |
| SOCCCD Tableau for Data Visualization (2016) | 270,000 | - | | 192,434 | 39,405 | 4,193 | 33,968 |
| SOCCCD Unified Student ID Card (2016) | 452,000 | - | | - | - | 25,120 | 426,880 |
| SOCCCD Waitlist Modification (2014) | 699,600 | 249,920 | | - | 2,430 | - | 447,251 |
| SOCCCD Wireless Coverage Expansion (2015) | 738,000 | - | 30,452 | 7,649 | 425,660 | 23,063 | 251,176 |
| SOCCCD Wireless Upgrade (2016) | 1,907,990 | - | | | 20,017 | - | 1,887,973 |
| SOCCCD Workday Student BPA Sessions (2016) | 317,800 | - | | 73,482 | 42,432 | - | 201,886 |
| SOCCCD Workday Student Influencer Program (2016) | 375,000 | - | | 15,211 | 146,545 | 12,965 | 200,279 |
| IT PROJECTS TOTAL | 73,655,916 | 20,305,166 | 12,384,825 | 9,295,307 | 8,840,985 | 2,867,953 | 19,961,680 |

EXHIBIT A Page 2 of 3

South Orange County Community College District Expenditure History for Approved Basic Aid Projects January 22, 2017

| | Approved | 1999/2014 | 2014/15 | 2015/16 | 2016/17 | 2017/18 | Balance Remaining for |
|---|-------------|-------------|------------|------------|------------|------------|--------------------------|
| Project Description | Amount | Actual | Actual | Actual | Actual | YTD Actual | 2017/18 |
| OTHER ALLOCATIONS | | | | | | | |
| SOCCCD Design/Build Specialty Consultant (2013) | 525,000 | 105,025 | 66,635 | 95,962 | 23,965 | - | 233,413 |
| SOCCCD Dist Union Offices (2014) | 162,750 | - | 29,115 | 3,742 | 2,046 | - | 127,847 |
| SOCCCD District-wide ADA Physical Access Transition Plan (2016) | 1,240,000 | - | | 283,949 | 373,583 | 10,162 | 572,306 |
| SOCCCD District-wide ADA Transition Plan Projects (2017) | 3,000,000 | - | | | - | - | 3,000,000 |
| SOCCCD District-wide Mapping (2015) | 900,000 | - | | - | 48 | 11,016 | 888,936 |
| SOCCCD District-wide Sustainability/Energy Planning (2016) | 440,000 | - | | 6,453 | 220,923 | 32,998 | 179,626 |
| SOCCCD District-wide Tech Consultant for Capital Constr (2016) | 560,000 | - | | | 66,552 | 59,201 | 434,247 |
| SOCCCD DSA Inspec, Engineer, and PM Svcs (2014) | 915,000 | 145,830 | | 10,263 | 18,108 | 34,834 | 705,965 |
| SOCCCD DSA Project Close Out (2013) | 400,000 | 26,591 | 6,940 | 13,926 | 155,958 | 840 | 195,745 |
| SOCCCD Educational Facilities Master Plan (2016) | 1,400,000 | - | | | - | 11,045 | 1,388,955 |
| SOCCCD FPP, IPP, 5 Year Plans (2013) | 210,000 | 3,040 | - | - | 6,597 | 15,947 | 184,416 |
| SOCCCD Insurance Deductibles (2014) | 400,000 | 100,000 | 100,000 | 100,000 | 100,000 | - | - |
| SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present) | 985,000 | 478,047 | 106,955 | 111,686 | 100,912 | 55,263 | 132,137 |
| SOCCCD Legal Counsel Facility Related Issues (2013) | 1,155,000 | 37,877 | 36,405 | 17,878 | 93,815 | 31,329 | 937,697 |
| SOCCCD Pension Rate Stabilization Program (2016) | 39,700,000 | - | | 14,500,000 | 12,600,000 | - | 12,600,000 |
| SOCCCD Pre-Planning and Investigation (2015) | 610,000 | - | 3,343 | 29,087 | 149,215 | 17,306 | 411,049 |
| SOCCCD Trustee Election/General Election Expense (2004 - present) | 3,348,988 | 1,753,071 | 389,456 | - | 483,157 | - | 723,304 |
| SOCCCD Retiree Benefits (2001 - present) | 79,287,683 | 60,027,683 | - | 3,600,000 | 11,050,000 | - | 4,610,000 |
| OTHER ALLOCATIONS TOTAL | 135,239,421 | 62,677,164 | 738,848 | 18,772,946 | 25,444,879 | 279,940 | 27,325,644 |
| BASIC AID PROJECT TOTALS | 740,989,004 | 334,543,831 | 56,987,360 | 72,862,289 | 58,321,337 | 17,973,664 | 200,300,523 |

| Commitments | 505,341,710 | 45,306,580 | 61,387,393 | 59,909,924 | 69,043,398 |
|-----------------------------|-------------|-------------|-------------|-------------|-------------|
| Cumulative Commitments | 505,341,710 | 550,648,290 | 612,035,682 | 671,945,606 | 740,989,004 |
| Receipts | 523,933,281 | 51,659,425 | 52,672,948 | 66,017,281 | 64,152,119 |
| Cumulative Receipts | 523,933,281 | 575,592,706 | 628,265,654 | 694,282,935 | 758,435,054 |
| Cumulative Expenses | 334,543,831 | 391,531,191 | 464,393,481 | 522,714,818 | 540,688,481 |
| Uncommitted Basic Aid Funds | 189,389,450 | 184,061,515 | 163,872,173 | 171,568,117 | 17,446,050 |

| | Approved | | | | | Receipts | Commitment |
|---------------------------------------|----------|---|---|---|---|----------|------------|
| | Amount | | | | | Change | Change |
| Change from October 2017 Report: | | | | | | | |
| ATEP First Building Support | | | | | | | |
| ATEP Operations | | | | | | | |
| ATEP Site Development | | | | | | | |
| | | | | | | | |
| Total Change from October 2017 Report | - | - | - | - | - | - | - |

TO: Board of Trustees

FROM: Thomas M. Fallo, Interim Chancellor

RE: Reports from Administration and Governance Groups

ACTION: None

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

Chancellor and College Presidents written reports are included for information.

Speakers are limited up to two minutes each.

Saddleback College Academic Senate Faculty Association Irvine Valley College Academic Senate Vice Chancellor, Technology & Learning Services Vice Chancellor, Human Resources Vice Chancellor, Business Services Irvine Valley College Classified Senate California School Employees Association Saddleback College Classified Senate Police Officers' Association



TO:Members of the Board of TrusteesFROM:Dr. Thomas Fallo, Acting ChancellorSUBJECT:District Services Report for January 22, 2018 Board of Trustees Meeting

Vice Chancellor of Business Services Hired

Ann-Marie Gabel, CPA, will be starting as the district's vice chancellor of business services on February 13. Ann-Marie is one of the most highly-respected chief business officers in the state and comes to us from Long Beach City College (LBCC), where she is the executive vice president of finance, facilities, and technology services. During her 10-year tenure at LBCC, she has worked as the vice president of administrative services, interim vice president of student support services, and acting superintendent-president.

Previously, Ann-Marie worked in the fiscal services departments at both Rancho Santiago Community College District and North Orange County Community College District. She started her career as an auditor with Vicenti, Lloyd & Stutzman, LLP, where she worked with several community colleges and K-12 districts.

Ribbon Cutting Planning Underway for IVC Building at ATEP

District Services and Irvine Valley College are working in conjunction with the City of Tustin on a ribbon cutting ceremony to commemorate the opening of Irvine Valley College's building at the Advanced Technology and Education Park and Victory Road. The event is tentatively being planned to occur in mid-April.

Human Resources

Welcome to 2018 and a fresh start. Human Resources is excited to put into action and streamline processes which will provide greater customer service for all. Assembly Bill 168 was passed recently which adds Section 432.2 to the Labor Code. It states in part that an employer shall not ask for salary history from an applicant. Though it was not a required field, you'll notice the ending salary field has been removed from SOCCCD online applications.

Despite departmental changes and staffing limitations, our team of human resources specialists and human resources assistants is working diligently to support each other and the district. A few examples of team members going above and beyond to maximize our operations are: Kamron Nahavandi, who is currently training to support classified management recruitments as a human resources specialist (out-of-class assignment), Alison Emmil-Lugo, who is taking responsibility for training our non-bargaining unit employees, and Marina Devine, who has moved into a human resources assistant (substitute) position.





Consultation Council Governance Retreat

Prior to the winter break, the members of Consultation Council and a number of additional students and members of the faculty and staff met off-campus to review the role and responsibilities of the Consultation Council and its impact on college governance. In addition, the related topic of our participatory governance structure, the impact of committee work, and how this all fits together to achieve the mission of the college was examined. Through a deep discussion of data and review of other contexts around the data, retreat attendees were able to define a preliminary course for further Consultation Council discussions and potential refinements in the future.

Student Excellence

The Speech and Debate Team finished its competitive semester at the 2017 Pacific Southwest Collegiate Forensics Association Championships held December 1-3. Eight students earned awards and the team was awarded the Perpetual Sweepstakes Award, which recognizes teams for their cumulative achievements over multiple years. Heidi Ochoa, faculty member and former co-director of the forensics team was awarded the Wyman Howe Award, which honors coaches whose dedication and commitment to student success represent the very best in collegiate forensics.

Two Saddleback College students have been selected as semifinalists for the Jack Kent Cooke Foundation's Undergraduate Transfer Scholarship. Karla Perez Reyes and Briana Martin, who both came to Saddleback through our feeder high schools were selected alongside 532 other high-achieving community college students across the U.S. from a pool of nearly 2,500 applicants. The highly competitive scholarship will offer selected finalists as much as \$40,000 per year for up to three years to complete their bachelor's degree at selective four-year colleges and universities. The scholarship has been instrumental to the success of six Saddleback College students between 2014-2016.

Serving Students

The Student Health Center has continued their mission to address non-academic barriers to help students persist and succeed in their educational goals. In 2017, Student Health Services treated more than 12,000 students for acute medical or psychological needs, they saw a 25% increase in mental

health services, they responded to 89 emergencies on campus, and served almost 2,500 student and community members through the Food Distribution Program. Student Health Services also provided two trainings for faculty and staff addressing suicide prevention and sexual assault.

Future Contributors

The spring 2018 nursing program cohort had the largest number of applications, 262, and the highest admission cut score ever for students admitted. The program maintains a 98.2% passing rate, which is 10% above the state and national average. Students in the medical assisting program recently took a nationally normed exit exam which reported that Saddleback College students score 150 points above the national average.

Building on 50 Years of Excellence

Nearly 60 sessions were held during the 4-day annual faculty professional development week. Topics encompassed One Book One College, teaching with Canvas, best practices in hiring, accreditation, utilizing data to make impactful decisions, and technology. The sessions included an opportunity for faculty and staff to hear President Anderson's vision to *"Show Up For Students"* and gain an understanding that Pathways, Promise, Progress, Philanthropy, and People are all integral tenets contributing to achieving President Anderson's vision for the next 50 years of Saddleback excellence.

Upcoming Events

Student Health Services, has partnered with Laura's House and Tilly's, to host the "Festival of Hearts" on Saturday, February 24. The event is designed to promote healthy relationships and raise awareness of domestic violence.



IRVINE VALLEY COLLEGE

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TO: Thomas M. Fallo, Interim Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President

DATE: January 11, 2018

SUBJECT: President's Report for the January 22, 2018 Board of Trustees Meeting

IVC MUN Hosts Ninth Global Policy Debate Forum

On November 30, the Irvine Valley College (IVC) Political Science Club and Model United Nations (MUN) program hosted their ninth Global Policy Forum at IVC for a packed audience. Over 100 students attended the event that looked at the issue of securing America's national interest. Two teams of IVC students from the Political Science Club debated the topics of America First versus Globalism, as well as whether the Iran Nuclear Agreement was a good or bad deal. The audience, comprised of IVC students, had the opportunity to interact in the debate by posing questions to the debaters and vote for the team that they thought presented the best case. Club members and the IVC MUN team spent over 25 volunteer hours organizing logistics and preparing for the event by researching and developing arguments to showcase the different sides of the topic. The event is the first of three service-learning events that the IVC Political Science Club organizes each year to help raise awareness about policy changes, promote global citizenship, and encourage constructive dialogue on controversial issues.

Spring 2018 Professional Development Week

On January 9, President Roquemore hosted the Spring 2018 Professional Development Week breakfast and opening session. President Roquemore provided an update on various campus projects, including the status of the Integrated Design, Engineering and Automation building at ATEP and the Jeffrey Open Space Trail. California Community Colleges Chancellor's Office Vice Chancellor for Educational Services Laura Hope spoke about the California Guided Pathways Project. Following her presentation, IVC Guided Pathways faculty co-coordinators Roopa Mathur and Brent Monte discussed the Guided Pathways initiatives taking place at the college level, and provided insight into the next steps of the IVC Guided Pathways implementation. Ray Chips of the Irvine Police Department provided an intruder response training.

> SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES: Barbara J Jay, Timothy Jemal, David B. Lang, Marcia Michiker, T.J. Prendergast III, Terri Whitt, James R. Wright Thomas Fallo, EdD, Interim Chancellor • Glenn R. Roquernore, PhD, President, Irvine Valley College

President's Report to the Board of Trustees January 11, 2018 Page 2

31st Annual Astounding Inventions

On January 27, approximately 2,000 people will come to IVC to participate in the 31st Annual Astounding Inventions student invention competition presented by Cox Communications and sponsored by Knobbe Martens. Students from both the Irvine and Tustin Unified School Districts will compete for prizes in an elaborate science, technology, engineering and math (STEM) competition that fosters student entrepreneurship and creative thinking. This year, students are encouraged to work with the theme, "Reducing Your Carbon Footprint: Small Footprints Help Our Environment in Big Ways." Students can either submit a traditional poster or create a video to describe their project. In addition to the invention competition, there will be an Inspiration Village Center where IVC programs and local community and business partners will have booths with hands-on STEM activities.

IVC Speech and Debate Team Wins at PSCFA League Championship

In early December, the IVC Speech and Debate Team competed in the Pacific Southwest Collegiate Forensics Association (PSCFA) league championship tournament at Moorpark College. This was the largest tournament IVC students competed in during the semester with over 1,000 entries and 37 community colleges and universities participating. Fifty-two IVC students attended the invitational and participated in a wide range of speech events including debate, impromptu and extemporaneous speaking, and oral interpretation of literature. IVC students brought home a total of 17 awards for their successes in the competition.

IVC Winter Wonderland Celebration Raises Money for Student Scholarships

On December 7, IVC hosted its annual employee fundraising event titled "Winter Wonderland" to celebrate a non-commercial holiday season that raised \$1,781 to support the Employee Sponsored Scholarship awards to IVC students. Congratulations to the School of Business Sciences for winning the campus-wide competition for donating the gift soliciting the most number of tickets. A special thanks to Trustees Milchiker, Whitt and Wright as well as Vice Chancellor Bramucci for attending and participating. Thank you to Angela Mahaney, Megan Peck, Karen Orlando, June McLaughlin, Stefanie Alvarez, Carol Danna, Amy Hunter, Dennis Gordon, and Jeff Hurlbut, as well the president's office staff for their coordinating and entertaining efforts. A special thanks to Don Formaneck, Danny DuDek, Mitchell Domingo, and the Theatre Department for creating the Winter Wonderland Arch to the Santa's Workshop entrance into the ASIVC lounge. Thank you to the campus for their participation and generous support.



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| TO: | Thomas M. Fallo, Interim Chancellor, and Members of the Board of Trustees |
|-------|---|
| FROM: | Samantha Zan, President Associated Student Government (ASG) of Irvine Valley College (IVC) |
| DATE: | January 22, 2018 |

SUBJECT: ASG of IVC President's Report for January Board of Trustees Meeting

Homecoming Finalists

The finalists for Homecoming Court are Celena Asfahani, Shaam Chalati, Danielle Devinney, Amaya Savoy, Samantha Zan, Sergio Garcia Koobac, Majed Murad, Sina Shakeraneh, Umayr Syed, and Jeremy Williams. The ten finalists will be participating in multiple Homecoming leadership meetings (weekly on Fridays from 3:00 – 4:00 pm) to learn about the history of the IVC campus and homecoming rituals, in addition to learning different leadership skills such as public speaking, poise and professional dress. All members of the Homecoming Court are expected to participate in Student Life Welcome Back Activity, Inter-Club & Co-Curricular Council Club Day, IVC Foundation Board of Governors Meeting, Homecoming Dance (Friday, February 9), pregame activities and both men's and women's basketball games (Tuesday, February 13).

Saddleback/IVC Joint ASG Presidents and Advisors Meeting

Saddleback College ASG and ASG of IVC have met for monthly meetings to improve communications between both student governments and are addressing such issues as improvements to the student ID card and activity sticker, SOCCCD Board Polices and Administrative Regulations 104 (regarding Student Trustee) expectations and selection.

End of the Semester Evaluations

Each director within ASG of IVC facilitated evaluations with each of their student commissioners at the end of fall semester to provide feedback on their individual responsibilities. When we return in spring semester, the student commissioner, associate justices, student advocates and club representatives will provide feedback on the ASG of IVC directors' evaluation process.

Spring Semester Training/Retreat Preparation

ASG of IVC is working with the Office of Student Life and Equity Programs to co- host a Winter Leadership Training and Retreat for the ASG officers, Inter-club & Co-Curricular Council and Student Equity to provide continuous training between semesters, plan



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spring semester events and activities, student elections, and annual budget allocation processes.

Guided Pathways

During the fall semester, several student leaders from ASG of IVC began attending Academic Senate Guided Pathways workgroup and IVC Guided Pathways Oversight workgroup meetings. We will continue with active student government participation in Guided Pathways process.

ASG of IVC Scholarships

IVC Scholarship process went live on November 6, 2017. In addition to the \$40,000 already allocated, ASG of IVC approved an additional \$7,500 in funding for several different scholarships for Re-Entry students, Guardian Scholars and those students who are active in Student Equity projects. IVC Transfer Center will be holding scholarship workshops throughout the month of January.

ASG of IVC Spring Elections

Informational Packets for ASG of IVC positions will be available beginning Tuesday, January 16, 2018. Interested students will have to attend mandatory informational meeting to receive information about the elections process, rules and regulations. Members of the Judicial Court will serve as the Elections Committee and oversee the process.

ASG of IVC Legislative Meet and Greets

After much success with the ASG of IVC Legislative Meet and Greets in the fall, we will be continuing these Legislative Meet and Greets in the spring. ASG of IVC Legislative Meet and Greets are networking tables hosted by the ASG of IVC student senators. Faculty and staff from individual Academic Programs will also attend to allow students to give feedback and address any concerns they have within their chosen academic focus.

Homecoming Dance

ASG of IVC Student Activities committee will be hosted the 1st Annual Homecoming Dance on Friday, February 9, 2018 from 9:00 pm – 12 midnight in the IVC Hart Gymnasium. Tickets became available on Tuesday, January 16, 2018; it will be free to students with ASIVC Stickers and \$5 to non-students.

