Meeting of the Board of Trustees



January 22, 2019

# CALL TO ORDER: 5 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 prior to the start of closed session. 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).)
- 1.4 Conference with Labor Negotiators (Government Code Section 54957.6)
  - A. Faculty Association (FA) 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 Conference with Real Property Negotiators (GC Section 54956.8)
  - A. Potential Sale of a Portion of Property by District: 28000 Marguerite Parkway, Mission Viejo (Property)

Agency Designated Negotiator: South Orange County Community College District – Ann-Marie Gabel, CPA, Vice Chancellor, Business Services (Seller)

Negotiating Parties: Orange County Fire Authority

Under Negotiation: Instructions to designated negotiator will concern

price and terms of payment for the sale or ground lease of a portion of the identified property.

- 1.6 Conference with Legal Counsel (Government Code Section 54956.9)
  - A. Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(1).)

Significant exposure to litigation: 2 potential cases

- Existing Litigation (Government Code Section 54956.9 (d)(1).)
   (2 cases)
  - 1. 30-2017-00926653-CU-WT-CJC
  - 2. 30-2016-00863834-CU-OE-CJC

# RECONVENE OPEN SESSION: 6:30 P.M.

# 2.0 PROCEDURAL MATTERS

- 2.1 Actions Taken in Closed Session
- 2.2 **Invocation** Led by Trustee David Lang
- 2.3 **Pledge of Allegiance** Led by Trustee Marcia Milchiker
- 2.4 Administration of Oath of Office to Re-Elected Trustees To be administered by Trustee T.J. Prendergast

## 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 prior to the beginning of open session. 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 SOCCCD: Federal Legislative and Advocacy Overview

Dana DeBeaumont, Federal Legislative Advocate from Capitol Advocacy Partners, will present a brief overview of legislative and advocacy efforts on behalf of the District and colleges.

# 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 10, 2018.

- 5.2 **SOCCCD: Senate Resolution from the Office of Senator Patricia Bates** Rhonda Reardon, a representative of Senator Bates, will present the resolution.
- 5.3 Saddleback College: New and Revised Curriculum for the 2019-20 Academic Years Approve the proposed curriculum changes for the 2019-20 academic year.

5.4 SOCCCD: Saddleback College ADA Accessible Ramp (Walkway – Lot 9 to Quad) Project, Notice of Completion, Amtek Construction.

Authorize filing the Notice of Completion for the Saddleback College ADA Accessible Ramp (Walkway – Lot 9 to Quad) project to Amtek Construction.

5.5 SOCCCD: Grant Award, Saddleback College, RFA Number: 18-207 Project: Deputy Sector Navigator for Energy, Construction and Utilities Industry Sector.

Approve this award from Rancho Santiago Community College District and the California Community College Chancellor's office for \$200,000 for RFA Number 18-207, Project Deputy Sector Navigator for Energy, Construction and Utilities Industry Sector.

5.6 SOCCCD: Dual Enrollment, SOCCCD (Saddleback College) - Capistrano Unified School District, College and Career Access Pathways Partnership Agreement, 2019.

Accept for review and study the Dual Enrollment, SOCCCD (Saddleback College) - Capistrano Unified School District College & Career Access Pathways Partnership Agreement for February 26, 2019 to December 31, 2019.

5.7 **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. 5.8 SOCCCD: Dual Enrollment, SOCCCD (Irvine Valley College) - Laguna Beach Unified School District, College and Career Access Pathways Partnership Agreement, 2019-2022.

Accept for review and study the Dual Enrollment, SOCCCD (Irvine Valley College) - Laguna Beach Unified School District College & Career Access Pathways Partnership Agreement, March 1, 2019 to August 30, 2022.

# 5.9 Irvine Valley College: Curriculum Revisions for the 2019-2020 Academic Year

Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2019-2020 academic year, pursuant to Title 5, Section 53200 et seq.

## 5.10 SOCCCD: Student Out of State Travel.

Approve the college student out of state travel for the participants, date, location and costs.

## 5.11 SOCCCD: Commissioning Services Pool.

Approve the eight firms who will participate in a pool from which to draw commissioning services for no greater than a five-year period from January 23, 2019 to January 22, 2024.

#### 5.12 **SOCCCD: Geotechnical, Testing and Inspection Services Pool.** Approve the eight firms listed above for a pool from which to draw Geotechnical, Testing and Inspection services for no greater than a five-year period from January 23, 2019 to January 22, 2024.

- 5.13 **SOCCCD: Declare Miscellaneous Furniture and Equipment as Surplus.** Approve the sale or disposal of surplus property and authorize the Executive Director of Procurement, Central Services and Risk Management to hire a private auction firm to conduct the auction, and/or donate, recycle or dispose of items.
- 5.14 **SOCCCD: Transfer of Budget Appropriations.** Ratify the transfer of budget appropriations as listed.
- 5.15 SOCCCD: Budget Amendment: Adopt Resolution No.19-01 to Amend FY 2018-2019 Adopted Budget. Adopt Resolution No. 19-01 to amend the budget as listed.
- 5.16 **SOCCCD: December 2018 Change Orders/Amendments.** Ratify the change orders and amendments as listed.
- 5.17 **SOCCCD: Purchase Orders and Checks.** Ratify the purchase orders and checks as listed.

# 5.18 SOCCCD: 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: Grant Award, Saddleback College, Collaborative Research: NSF INCLUDE Alliance: STEM Core Expansion Subaward Issuance to San Jose Evergreen Community College District.

Approve this subaward to San Jose Evergreen Community College District for \$990,489 over five years under Saddleback College's National Science Foundation (NSF) Cooperative Agreement award HRD-1834628.

6.3 SOCCCD: Agreement for Software Development Services, Neudesic, LLC.

Approve the work order with Neudesic, LLC for software development services relating to SIS projects for an amount not to exceed \$1,720,000 for the term of January 23, 2019 through December 31, 2019.

6.4 SOCCCD: Budget Calendar FY 2019-2020

Approve the budget calendar for FY 2019-2020.

- 6.5 **SOCCCD:** ReNew Apartments, Assumption of Lease and Release, and Related Estoppel Certificate for New Lessee, Idyllwillow LP. Approve the assignment of the Ground Lease by FPA4 to Idyllwillow LP and approve a motion to authorize the execution by the Chancellor and/or the Vice Chancellor of Business Services of the Assignment Agreement and the Estoppel Certificate and any other documents necessary to carry out the terms thereof.
- 6.6 SOCCCD: Board Policy Revision: BP-3006 Sustainability, BP-4056 Classified Employees Participation in Decision Making, BP-4076 Compensation, BP-4080 Personal Necessity Leave for Academic Administrators and Classified Administrators / Managers, BP-5800 Prevention of Identity Theft in Student Financial Transactions. Accept for review and study board policies as listed.
- 6.7 SOCCCD: Board Policy Revision: BP-3700 Instructional and Course Materials Fees, BP-4010 Commitment to Diversity, BP-4018 Alcohol and Controlled Substances Testing, BP-4054 Political Activity of Employees, BP-4055 Academic and Business Hours for District and College Facilities, BP-4072 Domestic Partners, BP-4109 Transfer of Sick Leave for Academic and Classified Personnel, BP-4210 Employee Outstanding Service Awards, BP-4700 Whistleblower Protection, BP-5500 Student News Media, BP-6114 Contract Education. Approve board policies as listed.

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

Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Change of Status, Workload Banking, Administrator Contract Extensions, Reorganization, Resignation/Retirement/Conclusion of Employment.

- 6.9 **SOCCCD: Faculty Conversion to Canvas One Time Stipends** Ratify Additional Compensation: Canvas Conversion-General Fund.
- 6.10 **SOCCCD: Classified Personnel Actions Regular Items** Ratify New Personnel Appointments, Reorganization/Reclassification, Change of Status, Out of Class Assignments for Positions that are Vacant During Recruitment for Permanent Appointments, Out of Class Assignments for Positions that are Temporarily Available Due to Leaves of Absence, Etc., Resignation/Retirement/Conclusion of Employment.
- 6.11 **SOCCCD: Non-Bargaining Unit Personnel Action Regular Items** Ratify New Personnel Appointments, Authorization to Revise the Classified Temporary Non-Bargaining Unit Salary Schedules, Volunteers.
- 6.12 **SOCCCD: 2019 2020 Bonded Sabbatical Recommendations** Approve Faculty Sabbatical Leaves for the 2019 - 2020 Academic Year as recommended by the SOCCCD District-wide Sabbatical Committee.
- 6.13 **SOCCCD: Police Officers Association (POA) Master Agreement** Approve the 3-Year Master Agreement.
- 6.14 SOCCCD: SOCCCD Faculty Association (FA) Tentative Agreements for Articles I, IV, VI, X, XIV, XV, SVII, XXVI, XXVII, XXVII, XXIX, XXX, XXXI Approve Tentative Agreements with the Faculty Association.

# 7.0 <u>REPORTS</u>

- 7.1 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.
- 7.2 SOCCCD: Staff Response to Public Comments from Previous Board Meeting None
- 7.3 **SOCCCD: Facilities Plan Status Report.** Report on the status of major capital projects.
- 7.4 **SOCCCD: Monthly Financial Status Report.** The reports display the adopted budget, revised budget and transactions

through December 31, 2018.

- 7.5 **SOCCCD: Retiree (OPEB) Trust Fund.** Report for period ending November 30, 2018.
- 7.6 **SOCCCD: Quarterly Financial Status Report.** Report for period ending December 31, 2018.
- 7.7 **Basic Aid Report.** Report for period ending December 31, 2018.

# 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.

- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Federal Legislative and Advocacy Overview
- **ACTION:** Discussion/Presentation

## BACKGROUND

The South Orange County Community College District employs the services of Capitol Advocacy Partners as its federal legislative advocate. This advocate works with the Chancellor and the Director of Public Affairs and Government Relations to assist the District and colleges in:

- Monitoring and taking positions on legislative bills, policy, and budget initiatives
- Advocating for funding and economic development opportunities
- Advancing the goals and reputation of the District and colleges

# <u>STATUS</u>

Dana DeBeaumont, Federal Legislative Advocate from Capitol Advocacy Partners, will present a brief overview of legislative and advocacy efforts on behalf of the District and colleges. An overview memo is included as Exhibit A.



#### MEMO

- TO: Letitia Clark South Orange County Community College District
- FR: Capitol Advocacy Partners
- RE: Current Initiatives Overview
- Date: December 19, 2018

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# Overview: Current SOCCCD Federal Agenda

Subject to change based on SOCCCD priorities.

#### Congress

- CAP will prioritize building relationships and establishing the District as a trusted and engaged resource with the new Congressional delegation from Orange County in early 2019, beginning with swearing in on January 3, 2019.
- HEA Reauthorization: Continue following HEA reauthorization. Discuss reauthorization priorities and communicate priorities to SOCCCD delegation.
  - SOCCCD is currently on the record as opposed to the PROSPER Act, which is the House HEA reauthorization proposal.
  - SOCCCD submitted comments to inform the Senate HEA reauthorization proposal.
- DACA and Immigration: At the request of student groups, continue monitoring DACA and immigration concerns.
  - Student groups at IVC and Saddleback engaged in DACA advocacy in late 2017. This included letter writing campaigns and meetings at in-district offices of SOCCCD representatives.
- Earmarks: Pursue congressional directed spending requests (earmarks) if accepted.
  - IVC and Saddleback submitted requests in 2018 to Rep Walters, Sen. Feinstein, and Sen. Harris. This included requests to support Veterans' mobile health clinics, Department of Energy Educational Opportunity Centers, and a Professional Development Institute.
- VA and Congress: Continue working with OC representatives and Long Beach VA on Veterans Healthcare pilot program.
- Veterans Childcare: Continue working with Rep. Correa on Veteran childcare issues, such as those in HR 5486, the Veteran Employment and Childcare Act of 2018.
  - SOCCCD is on the record in support of HR 5486 and S 2565 and in May 2018 asked the SOCCCD delegation to co-sponsor the bills. SOCCCD can encourage Rep. Correa to re-introduce the bill in the new session.
- Continue working with Sen. Harris on CTE provision for Photonics Center.
- Continue supporting Sen. Feinstein's initiative to create a new community college CTE grant program, similar to TAACCCT program, called the Community College to Career Fund Act (CC2C).
  - SOCCCD recommended to the Senate HELP Committee that the HEA reauthorization include program like CC2C.

#### Department of Education

- Hispanic Serving Institutions: Contacts at the Department of Education anticipate an HSI competition in early 2019. CAP assisted Saddleback in securing eligibility for two HSI grant programs in FY18 (HSI STEM and Developing HSI) and continues to work with Saddleback to develop relationships with HSI program officers to support a competitive application.
  - Saddleback's HSI eligibility waiver will need to be re-submitted in early 2019 (Jan/Feb) before the college can compete. This will entail updating data in the existing waiver.



• Continue preparation for upcoming grant solicitations.

#### Department of Labor

- Apprenticeships: In preparation for upcoming grant solicitations in FY19, we encouraged SOCCCD to develop partnerships and collected supporting data surrounding earn-and-learn programs, particularly programs that include business partnerships. This can include preapprenticeship programs, the existing DOL apprenticeship program, and other programs that combine an earn-and-learn experience with a recognized credential or certificate.
  - CAP encouraged SOCCCD to compile information on current and planned earn-andlearn opportunities to begin positioning the colleges for these new grant programs. In the course of these discussions leadership at IVC and Saddleback expressed interest in pursuing apprenticeship-related initiatives, but also recognized that the colleges do not currently have an extensive roster of apprenticeship programs. The colleges are assessing how best to proceed, as creating competitive programs would require an investment of staff time.

#### Other Agencies

- Centers for Medicaid and Medicare Services: Work in coordination with state advocates on state/federal strategy for Medicaid reimbursements for college health centers.
- National Science Foundation:
  - Saddleback currently has an NSF INSPIRES grant, and Saddleback and IVC are both interested in pursuing grant funds for cybersecurity initiatives, several of which are through NSF (detailed below) and/or the Department of Education.
  - Saddleback College is interested in seeking funding through NSF's Cybercorp Scholarship grant program. Grant staff indicated that they plan to become part of Whatcom's grant (along with other perspective partner institutions).
  - Saddleback College staff indicated that they are also planning to apply for the capacity track portion of Cybercorps, which is being broken out from this program and moving to a new program entitled Secure and Trustworthy Cyberspace.
- Department of Commerce: Nomination of Trustee Jemal for the American Workforce Policy Advisory Board.

#### Internal

- Perkins Reauthorization Implementation: Engage with regional stakeholders on new Perkins plans, following the reauthorization in Summer 2018.
- CAP will continue sharing grant updates and solicitations that may interest SOCCCD.
  - We ask that SOCCCD continue communicating grant interests (and planned application submissions) to CAP so our research can be as helpful as possible.
- Several long-term funding proposals being worked on in Congress, at ED and DOL encourage
  partnerships between higher education institutions and local industry, with priorities given to
  projects that can demonstrate they are creating jobs and filling labor market needs.
  - We encourage SOCCCD to share or develop summaries of existing industry partnerships, particularly as it relates to industry involvement in curriculum/program development and career placement.



# **Current Grant Priorities**

#### Existing SOCCCD Federal Grants

- NSF INCLUDES Alliance RFA STEM Core Initiative aimed at creating a pathway bringing remedial students to foundational skill level required for A.S., B.S., and industry employment in STEM fields. Saddleback College. \$9.8M.
- Department of Education: Asian American and Native American Pacific Islander-Serving Institution Program (AANAPISI): \$1.5M. Authorized through Title III of the Higher Education Act, IVC.
- National Science Foundation: NSF INCLUDES STEM Core Initiative: Mathematical and Physical Sciences, \$300,000, Saddleback.
- National Science Foundation: Irvine Valley College Photonics Initiative, Western US Center Planning Grant for Lasers + Photonics Education [2013-2016, 2016-2018]: \$190,000, \$70,000
- Department of Health and Human Services, Health Resources and Services Administration: Behavioral Health Workforce Education and Training for Professionals and Paraprofessional [9/2016-9/2017]: \$211,000 – Note: College has had communication issues with HRSA. We advised to increase outreach and communications and offered assistance. An extension of grant was approved in September 2017.

#### Recently Completed Federal Grants

 Department of Labor- ETA: Trade Adjustment Assistance Community College and Career Training Program (TAACCCT) [2013-2017]: \$2.75M

#### Current Grant Targets and Previous Grant Interests

- Saddleback College: Hispanic Serving Institutions grants. Saddleback currently has an HSI waiver, which grants it eligibility for two HSI competitions for FY18 (HSI STEM and Developing Institutions).
- Saddleback College: NSF Cybercorps scholarships and Secure and Trustworthy Cyberspace.
- Irvine Valley College: Interested in research opportunities for students possible targets include the National Institute of Health Bridges to Baccalaureate, the National Science Foundation Experiences for Undergraduates (REU) programs, and the National Endowment for the Humanities Bridging Cultures at Community College program.
- Saddleback and IVC: General long-term leadership interest in Department of Labor and Department of Education "Earn and Learn" Opportunities, such as Apprenticeship Initiatives. Interested in cybersecurity initiatives.



# Detailed List of Activities and Engagement During 2018

#### SOCCCD and the HEA Reauthorization

On 2/26/18 SOCCCD submitted a comment letter to the Senate HELP Committee on Senate HEA reauthorization efforts. The comment letter complemented the position of the Community College League of California.

On 6/12/18 SOCCCD submitted opposition letters to the PROSPER Act (House Republican HEA reauthorization bill) to Reps. Walters, Rohrabacher, and Issa.

#### SOCCCD and the CTE reauthorization

CAP worked with Senator Harris on a CTE proposal on SOCCCD's behalf. The proposal would have included a directive in the CTE reauthorization legislation, or potentially a separate bill, to create a new grant program modeled on the expired Trade Adjustment Assistance Community College and Career Training Program (TAACCCT). The program was not included in the final Perkins reauthorization and was likely primarily introduced by Harris as a platform issue for a probable White House run. We continue dialog with staff in pursuit of this measure.

*NEW Grant Program: Innovation and Modernization Grant.* The Senate reauthorization did create a new grant program, which Perkins-eligible institutions can apply for (including colleges), to support innovative strategies in CTE. The program is similar to the current Perkins National Activities grant, which currently only states can apply to. The reauthorization anticipates this will be a small program (target of approximately \$1.5M annually), but appropriators would ultimately decide the funding level.

#### SOCCCD and Veterans Education

SOCCCD is on the record in support of HR 5486 and S 2565, the Veterans Child Care Act of 2018, and asked the SOCCCD delegation to co-sponsor the bills. CAP worked with Rep. Correa to feature SOCCCD story at House Veterans Affairs committee hearing on vocational rehabilitation programs, in support of the Veterans Child Care Act of 2018, which would expand childcare supports for certain types of Veterans enrolled in rehabilitation benefits. CAP had multiple communications with Saddleback and IVC VETS program administrators to collect, edit, and compile vet stories re: childcare needs. CAP followed up on the testimony by distributing letters to SOCCCD representatives (Senate and House) to request support and co-sponsorship of Rep. Correa's legislation to increase access to childcare subsidies for student Veterans.

SOCCCD worked with Rep. Walters and Sens. Harris and Feinstein to deploy a VA mobile health clinic to SOCCCD campuses. This would be a pilot program which the IVC VETS office would help with coordination and program development, integrating the mobile clinic offerings into its programs. This requires a partnerships with the Long Beach VA. With Rep. Walters' departure we are working to identify another Orange County champion for the initiative. Our efforts focus on including report language in a relevant bill from the Committee on Veterans Affairs or an appropriations committee that would encourage the VA to institute such a pilot program. This would provide authorization for the Long Beach VA to engage in the project.

#### SOCCCD and DACA

In Fall 2017 a group of students worked with Tere Flugeman to express their support for Dreamers and a DACA solution. CAP provided Tere with updates on DACA policy proposals, advised on engagement strategies with Rep. Walters, and reviewed and distributed position statements from the student group. CAP continues to keep SOCCCD updated on DACA policy proposals.



## SOCCCD and Tax Reform

The District sent a letter to Representative Walters asking her to push back on deductions or elimination of SALT (state and local tax deductions), deductions for tuition and student loan interest, limitation of the American Opportunity Tax Credit and an employee deduction of \$5,250 for tuition assistance from employers. The legislation has been signed into law.

Democratic Congressman Josh Gottheimer and Bill Pascrell Jr., both of New Jersey have indicated that in January they plan to introduce legislation to restore the full SALT deduction — now capped at \$10,000 for property owners. We will request that new Democratic members from Orange County co-sponsor the legislation.

#### SOCCCD and the Department of Education

SOCCCD currently has one active grant with the Department of Education: an AANAPISI grant at IVC.

AANAPISI: Through our work with Department of Education Title III and Title V program officers, CAP received feedback that IVC was drawing down grant funds at a slower than expected rate, which is seen as a red flag for grantees. CAP worked with IVC AANAPISI staff to move forward with program implementation and draw down funds on a faster timetable. Department of Education program officers now highlight IVC as a model first-time AANAPISI grantee and featured IVC's program in its national newsletter.

*Hispanic Serving Institutions:* Saddleback College is targeting a Hispanic Serving Institution grant for FY18 or FY19, depending on when ED publishes a solicitation (currently expected for early FY19). CAP worked with Saddleback College to secure eligibility for Hispanic Serving Institutions FY18 competitions. CAP conducted research and relationship building with Department of Education Title III and V program officers, recommended content strategy for Saddleback application, reviewed draft HSI waiver and made suggestions, and confirmed success of petition and Saddleback's eligibility to apply for HSI programs in FY18. Once Saddleback's approval was confirmed, CAP provided information on grant forecasts and recommended several grant preparation activities to help Saddleback plan for upcoming FY18 and FY19 solicitations.

SOCCCD submitted a comment letter in November 2017 to the Department of Education in support of the following competitive grant priorities for ED grants: apprenticeships and "earn and learn" opportunities for community college students, STEM education, and support for service members, Veterans, and their families.

#### SOCCCD and Centers for Medicare & Medicaid Services

CAP prepared a strategy for engagement concerning a state-and-federal Medicaid reimbursement issue impacting SOCCCD and other community college health centers in California. CAP: identified the issue through conversations with Saddleback staff; arranged for a joint strategy session with Saddleback staff, CAP, and SOCCCD's state advocates (Strategic Advisors); presented Chancellor Burke with an overview of the issue and a recommendation for engagement; and received approval to engage in further advocacy efforts.

CAP then worked with Strategic Advisors to prepare a plan for joint state and federal engagement for 2019, which is likely to include advocating for a state-level Medicaid plan amendment and possible state legislation, as well as federal engagement to influence state actions.

#### SOCCCD and the Health Resources and Services Administration

Saddleback has a Department of Health and Human Services, Health Resources and Services Administration: Behavioral Health Workforce Education and Training for Professionals and



Paraprofessional grant [9/2016-9/2017]: \$211,000. College has had communication issues with HRSA. We advised to increase outreach and communications and offered assistance. An extension of grant was granted in September 2017.

*Troubleshooting:* CAP worked with Saddleback college to troubleshoot administration of a HRSA Behavioral Health Workforce Education and Training for Professionals and Paraprofessionals grant, which was at risk of non-compliance. CAP coached the Saddleback grants team through the steps needed to clean up the grants administration and helped get the grant back on track for timely fund expenditures and project completion.

#### SOCCCD and the Department of Commerce

CAP prepared a nomination packet for Trustee Jemal for the American Workforce Policy Advisory Board, submitted in October 2018. This included writing letters of nomination, preparing letters of support, and working with each college and the Chancellor's office to gather evidence of support from the business community.

CAP continues to coordinate with Commerce on the selection process, which is expected to run into early 2019.

#### SOCCCD and the National Science Foundation

*NSF INCLUDES Application*: CAP worked with the Saddleback grant team to advise on the NSF INCLUDES application. CAP advised on aspects of the proposal such as staff costs, program management structure, partnerships with other institutions of higher education and Congressional engagement. In September 2018 Saddleback was awarded a grant of \$9.8M. Saddleback's status as a Hispanic Serving Institution, secured through the HSI waiver process, contributed to its successful application and its role as the Principal Investigator for this multi-college project.

Saddleback has a grant for the NSF INCLUDES STEM Core Initiative: Mathematical and Physical Sciences, \$300,000

IVC has a grand for Photonics Initiative, Western US Center Planning Grant for Lasers + Photonics Education [2013-2016, 2016-2018]: \$190,000, \$70,000

#### SOCCCD and Department of Labor

Apprenticeships: CAP encouraged SOCCCD to compile information on current and planned earnand-learn opportunities to begin positioning the colleges for these new grant programs. In the course of these discussions leadership at IVC and Saddleback expressed interest in pursuing apprenticeship-related initiatives, but also recognized that the colleges do not currently have an extensive roster of apprenticeship programs. IVC and Saddleback Colleges both currently has an approved registered apprenticeship program through the Department of Labor's Registered Apprenticeship College Consortium, though we do not believe that either has gotten off the ground. IVC had a successful NSF ATE Photonics Planning Grant and is exploring NSF and DOL opportunities to move forward with program implementation. The colleges are assessing how best to proceed, as creating competitive apprenticeship programs would require an investment of staff time.

In October 2017 Corine Doughty and Desire Whitmore from Irvine Valley College met with several Department of Labor and Department of Education offices in October 2017 to discuss Economic and Workforce Development and Apprenticeship programs. During the meetings IVC discussed their current approved registered apprenticeship program, their NSF ATE Photonics Planning Grant, and their challenges and successes with DOL programs.



On 12/7 SOCCCD submitted a comment letter on the Department of Labor strategic plan in support of District priorities: (a) apprenticeships and "earn and learn" opportunities and (b) veterans support. This will be distributed to DOL staff and SOCCCD Congressional representatives to demonstrate district involvement and interest in DOL activities.

SOCCCD had a \$2.75 M grant through the Department of Labor TAACCCT Program. The grant was closed out in 2017.

#### SOCCCD and Earmarks

CAP worked with Saddleback and IVC to submit appropriations requests to Rep. Walters, Sen. Feinstein, and Sen. Harris for projects at each campus. This included requests to support Veterans' mobile health clinics, Department of Energy Educational Opportunity Centers, and a Professional Development Institute. CAP also worked to pursue funding for a Veterans' mobile health clinic through stand along legislation and report language directives.

CAP could not find a record of past earmarks for SOCCCD. We examined between FY2010 (the last year earmarks were made) and FY1998 (the first year records are available online).

#### SOCCCD and Additional Federal Relationship Building

Washington DC Advocacy Visits: CAP arranged advocacy visits for Corine Doughty and Desire Whitmore from Irvine Valley College in October 2017. These IVC staff met with several Department of Labor and Department of Education offices to discuss Economic and Workforce Development and Apprenticeship programs. During the meetings IVC discussed their current approved registered apprenticeship program, their NSF ATE Photonics Planning Grant, and their challenges and successes with DOL programs.

CAP arranged advocacy visits for Art Nitta, Dean of Math, Science & Engineering from Saddleback College in October 2018. Dean Nitta met with the Department of Education Hispanic-Serving Institutions Division; the Office of Career Technical and Adult Education; and the offices of Senators Harris and Feinstein. During the meetings we discussed Saddleback's STEM programs, with a focus on upcoming grant opportunities through the Hispanic Serving Institution program and joint DOL/ED workforce initiatives.

*In-District Advocacy Visits:* CAP secured attendance of representatives for Rep. Walters, Rep. Correa, and Sen. Feinstein at the ATEP opening. CAP facilitated a site visit with the lead education staff in Rep. Walter's DC office for an ATEP visit in July 2018.



# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

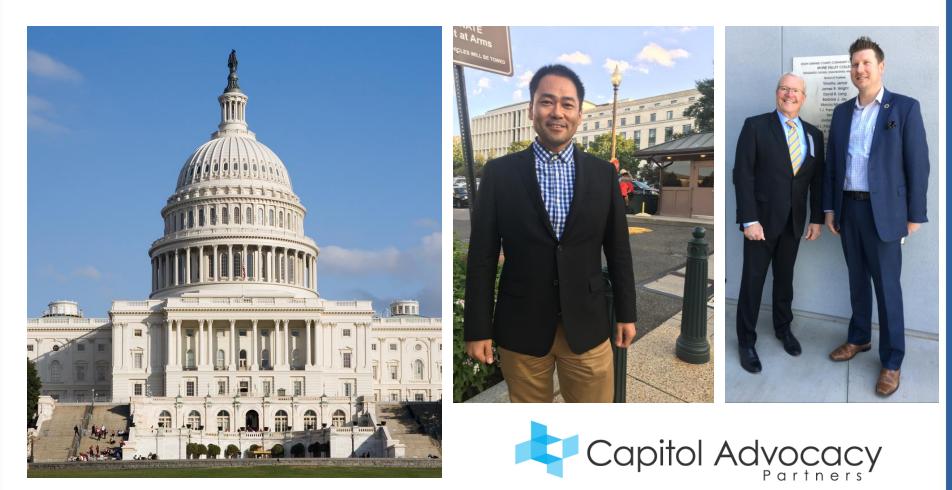
SADDLEBACK COLLEGE 

IRVINE VALLEY COLLEGE 

ATEP

Page 1 of 4

# Federal Overview





# SOUTH DRANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP

Page 2 of 4

# Who We Are

# Active voice and advocate for District

Congress, Agencies, Administration

# Grants

- Research programs
- Understand requirements & Agency priorities Troubleshoot issues
- Build relationships
- Position colleges
- Congressional support
- Plan ahead to fill college priorities and identify new issues NSF INCLUDES (\$1,538,434) & Advanced Technology Programs, Apprenticeships, student support services, CTE, and programs in high-demand fields (IT Pathways, cybersecurity).

# Legislation and Regulations

- Examine, track, recommend positions
- Draft and recommend legislative language
- SOCCCD as a resource to federal decision makers



# SOUTH DRANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP

Page 3 of 4

# Focus on South Orange County CCD

- HEA Reauthorization
  - Provided comments on Senate HEA reauthorization concept; opposed to PROSPER Act
- Legislative language and advocacy to support student veterans
  - In May Rep. Correa featured a story from a SOCCCD student in Congressional testimony on childcare for student veterans (HR5486), engagement on Mobile Health Clinics request
- Joint federal and state engagement on health care reimbursement and expansion issues
  - Extensive research and subsequent strategy development for statewide Medicaid reimbursement issue, impacting Saddleback and IVC.
- Outreach on Apprenticeships, CTE, and Workforce Development
  - Feedback on Department of Education priorities and Department of Labor strategic plan
  - Prepared and submitted nomination packet for Trustee Jemal to service on American Workforce Policy Advisory Board
- Advocacy with California Members to serve DREAMERS and protect California "sanctuary" entities from losing federal funding as well as Tax Reform/SALT deduction
- Creation and submittal of earmark for each college to position college if process opens
  - IVC: Mobile Health Clinic Report Language & ORP2VRC Program
  - Saddleback: Community College Professional Development Institute
- Outreach/consultation on active grants, pending applications, and grant targets, including DOL Apprenticeships, Cybersecurity; Department of Education Minority Serving Institutions, NSF STEM
  - IVC: AANAPISI, IT Pathways
  - Saddleback: Behavioral Health Workforce grants, NSF INCLUDES & Hispanic Serving Institutions
- Engagement and liaison with Congressional staff on District's behalf IDEA at ATEP grand opening, staff for Rep. Walters visit and tour



# SOUTH DRANGE COUNTY COMMUNITY COLLEGE DISTRICT

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# Looking Ahead

#### Administration

- Still slow to staff, with proposed mergers and staff reductions
- Continued regulatory review looking to change/reduce requirements, with concerted push in higher education (Title IX, accreditation, gainful employment) for 2019 and 2020
- Expecting expanding apprenticeships and "earn and learn" opportunities, with new program rollout
- Push back on state regulatory efforts, including debt collection and for-profit regulations

#### Congress

- New Democratic majority and Orange County Members in House of Representatives Divided government
- Political ramifications of partial government shutdown
- FY19 and FY20 appropriations process, possible earmarks

#### Focus in DC

- Higher Education Reauthorization
- Apprenticeships and Workforce Development
- Infrastructure
- DACA and Immigration Court challenges, "sanctuary" entities, shutdown ramifications
- College Affordability, Completion & Job Placement
- Certificate/Credentials and Ladders of Opportunity
- Institution Accountability/Risk Sharing

#### Targeting funding opportunities

- IT Pathways, STEM, Cybersecurity, ATEP programs, Health Sciences, Student Veterans, Minority Serving Institutions (includes eligibility waivers: Saddleback-ANNAPISI, IVC-HSI), Health services (state/federal)
- Requires planning, consistent effort: Relationships take time

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

December 10, 2018 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 10, 2018

#### PRESENT

Members of the Board of Trustees:

T.J. Prendergast, III, President Timothy Jemal, Vice President James R. Wright, Clerk Barbara J. Jay, Member David B. Lang, Member Terri Whitt, Member Evelyn Hoang, Student Member

#### ABSENT

Marcia Milchiker, Member

#### Administrative Officers:

Kathleen F. Burke, Chancellor Robert Bramucci, Vice Chancellor, Technology and Learning Services Ann-Marie Gabel, Vice Chancellor, Business Services Cindy Vyskocil, Vice Chancellor, Human Resources Jim Buysse, Interim President Saddleback College Glenn Roquemore, President Irvine Valley College

#### CALL TO ORDER: 4:30 P.M.

The closed session meeting will consist of two locations. Trustee Marcia Milchiker will participate via teleconference pursuant to Government Code Section 54953(b).

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

<u>Teleconferencing Location: Pursuant to Government Code Section</u> <u>54953(b). This meeting will also be conducted by teleconference at the</u> <u>following location: Hotel Seoul, Chico St., Abacan Street and Aguinaldo</u> <u>Street, Clark Freeport Zone, Philippines, 2023.</u> Both closed session locations will be accessible to the public. Members of the public wishing to address the Board directly from either location prior to the meeting, will be allowed to do so during the public comment portion of the meeting.

# 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.

There were no public comments.

# **RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:**

- 1.3 <u>Consideration of Two Student Discipline Matters Pursuant to Education</u> <u>Code Section 72122.</u>
- 1.4 <u>Public Employee Employment, Evaluation of Performance, Discipline,</u> <u>Dismissal, Release (Government Code Section 54957(b).)</u>
  - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).) (4 matters)
  - B. Public Employee Performance Evaluation (Government Code Section 54957(b): (7 matters)
    - 1. Assistant Dean of Career and Technical Education
    - 2. Assistant Dean of Community Outreach and Recruitment
    - 3. Vice President of Community Education, Emeritus Institute, and K-12 Partnerships
    - 4. Dean of Enrollment Services
    - 5. Dean of Health Sciences, Kinesiology and Athletics
    - 6. Dean of Kinesiology and Athletics
    - 7. Vice Chancellor of Technology and Learning Services

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

- A. Faculty Association (FA)
  - 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

# 1.6 <u>Conference with Real Property Negotiators (GC Section 54956.8)</u>

A. Agency Designated Negotiator: South Orange County Community College District - Ann-Marie Gabel, CPA, Vice Chancellor, Business Services (Seller)

Lease of Property by District: Portion of Saddleback College site, 28032 Marguerite Parkway, Mission Viejo (Property) also known as ReNew at the Shops

Negotiating Parties: FPA4 Promenade, LLC

Under Negotiation: Instructions to designated negotiators will concern price and terms of payment for the ground lease of the identified property.

# 1.7 Conference with Legal Counsel (Government Code Section 54956.9)

- A. Significant exposure to litigation pursuant to paragraph (2) of subdivision
   (d) and paragraph (3) of subdivision (e) of Section 54956.9. (2 cases)
  - 1. Claim of V. James DeSimone, Esq. on behalf of Lisa Alvarez. The claim shall be available for public inspection pursuant to Section 54957.5.
- B. Anticipated Litigation (Government Code Section 54956.9(d)(2) or (3).) (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 took action to reject the claim filed by V. James DeSimone, Esq., on behalf of Lisa Alvarez, and directed that the appropriate notice of claim rejection be prepared and served on Mr. DeSimone.

On a 6 to 0 vote, with Trustee Milchiker absent, the board denied the appeal of administrative determination of a retired classified employee.

On a 6 to 0 vote, with Trustee Milchiker absent, the board rejected the appeal of a Title 5 Unlawful Discrimination complaint of a classified employee.

On a 6 to 0 vote, with Trustee Milchiker absent, the board rejected the appeal of a Title 5 Unlawful Discrimination complaint of a classified employee.

On a 6 to 0 vote, with Trustee Milchiker absent, the board voted to approve a separation agreement for an academic administrator at Saddleback College.

- 2.2 Invocation Led by Trustee Tim Jemal
- 2.3 Pledge of Allegiance Led by Trustee Dave Lang
- 2.4 Administration of Oath of Office to Re-Elected Trustees To be administered by Trustee Tim Jemal
- 2.5 Annual Organizational Meeting
  - A. Election of Officers

On a motion made by Trustee Whitt and seconded by Trustee Wright, Trustee Prendergast was elected Board President. The motion passed on a 5-0 vote with Trustee Prendergast abstaining and Trustee Milchiker absent.

On a motion made by Trustee Wright and seconded by Trustee Prendergast, Trustee Jemal was elected Vice President of the Board of Trustees. The motion passed on a 5-0 vote with Trustee Jemal abstaining and Trustee Milchiker absent.

On a motion made by Trustee Whitt and seconded by Trustee Jay, Trustee Wright was elected Clerk of the Board of Trustees. The motion passed on a 5-0 vote with Trustee Wright abstaining and Trustee Milchiker absent.

B. Appointment of Secretary and Assistant Secretary

On a motion made by Trustee Lang and seconded by Trustee Prendergast, Chancellor Burke was appointed Secretary and Vice Chancellor Ann-Marie Gabel was appointed Assistant Secretary. The motion passed on a 6 - 0 vote with Trustee Milchiker absent.

# C. Appointment of Trustee Representatives

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

On a motion made by Trustee Lang and seconded by Trustee Jay, 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 6-0 vote with Trustee Milchiker absent.

# 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 6-0 vote with Trustee Milchiker absent.

#### **Representative to the Orange County Legislative Task Force:**

On a motion made by Trustee Lang and seconded by Trustee Wright, 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 Milchiker absent.

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

On a motion made by Trustee Jay and seconded by Trustee Whitt, 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 6-0 vote with Trustee Milchiker absent.

# Representatives to Saddleback College and Irvine Valley College Foundation

On a motion made by Trustee Lang 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 Milchiker absent.

#### **Representatives to Board Policy Subcommittee**

On a motion made by Trustee Lang and seconded by Trustee Prendergast, Trustee Jemal was appointed chair to the Board Policy Subcommittee, Trustee Whitt was appointed as representative #1 and Trustee Jay was appointed representative #2. The motion passed on a 6-0 vote with Trustee Milchiker absent.

# D. Establishment of Regular Meeting Dates

On a motion made by Trustee Lang and seconded by Trustee Wright, the regular board meeting dates were approved on a 6 - 0 vote with Trustee Milchiker absent.

# E. Establishment of Agenda Planning Calendar

On a motion made by Trustee Lang and seconded by Trustee Wright, the agenda planning calendar was approved on a 6 - 0 vote with Trustee Milchiker absent.

# F. Approval of Agenda Format

On a motion made by Trustee Lang and seconded by Trustee Jay, the agenda format was approved on a 6 - 0 vote with Trustee Milchiker absent.

Item 2.5 Exhibits A-F

#### 2.6 A 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.

The board heard a public comment pertaining to agenda item 1.7, A. 1. on the closed session agenda.

# 3.0 REPORTS

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

#### Written Report

Chancellor Burke recognized Board President Jemal for his service as president for the last year, and presented him with a plaque in honor of his commitment to the board.

C. <u>College Presidents' Reports (Written Reports included in Section</u> 8.0)

Irvine Valley College Written Report

Saddleback College Written Report

- 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.

On a motion made by Trustee Wright and seconded by Trustee Jemal, the consent calendar was approved on a 6-0 vote with Trustee Milchiker absent.

5.1 SOCCCD: Board of Trustees Meeting Minutes Approve minutes of Regular Meeting held on November 19, 2018.

<u>Item 5.1</u> Exhibit A

> 5.2 Irvine Valley College: Curriculum Revisions for the 2019-2020 Academic Year Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2019-2020 academic year, pursuant to Title 5, Section 53200 et seq.

#### Item 5.2 Exhibit A

5.3 SOCCCD: Irvine Valley College Construction Defects, Performing Arts Center Project, Notice of Completion, Otero Construction, Inc. Authorize filing the Notice of Completion for the Irvine Valley College Construction Defects, Performing Arts Center project to Otero Construction, Inc. for a final contract amount of \$638,269.

#### Item 5.3 Exhibit A

5.4 SOCCCD: Irvine Valley College, Asian American Native American Pacific Islander Serving Institutions Program, Supplemental Grant FY 2018-2019.

Accept for Irvine Valley College the AANAPISI Program Supplemental Grant FY 2018-2019 award of \$50,556 from the U.S. Department of Education.

## Item 5.4 Exhibits A-C

5.5 Saddleback College and Irvine Valley College: Revised 2019-2020 Instructional Material/Laboratory Fees Approve revised instructional material and laboratory fees for 2019-

Approve revised instructional material and laboratory fees for 201 2020.

Item 5.5 Exhibit A

> 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 Saddleback College: Revised Curriculum for the 2019-20 Academic Years

Approve the proposed curriculum changes for the 2019-20 academic year.

Item 5.7 Exhibits A-B

> 5.8 SOCCCD: Saddleback College Advanced Technology & Applied Science (ATAS) Building Project, Building Envelope Consultant Services, Walter P. Moore & Associates, Inc. Approve the Building Envelope Consultant Services agreement with Walter P. Moore & Associates, Inc., for the Saddleback College Advanced Technology & Applied Science (ATAS) Building project, in the amount of \$133,020.

Item 5.8 Exhibits A-B

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

Item 5.9 Exhibits A-B

> 5.10 SOCCCD: Transfer of Budget Appropriations. Ratify the transfer of budget appropriations as listed.

Item 5.10 Exhibit A

> 5.11 SOCCCD: Budget Amendment: Adopt Resolution No.18-36 to Amend FY 2018-2019 Adopted Budget.

Adopt Resolution No. 18-36 to amend the budget as listed.

Item 5.11 Exhibit A

> 5.12 SOCCCD: Purchase Orders and Checks. Ratify the purchase orders and checks as listed.

Item 5.12 Exhibits A-C

> 5.13 SOCCCD: Contracts. Ratify contracts as listed.

Item 5.13 Exhibits A-B

# 6.0 GENERAL ACTION ITEMS

6.1 SOCCCD: Grant: Saddleback College Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Subaward Issuance to Community College of Baltimore County. Approve Subaward agreement to Community College of Baltimore County under Saddleback College's National Science Foundation Cooperative Agreement award HRD-1834628 in the amount of \$733,795 for a period of September 1, 2018 through August 31, 2023.

Item 6.1 Exhibit A

On a motion made by Trustee Jay and seconded by Trustee Wright, this item was approved on a 6 - 0 vote with Trustee Milchiker absent.

6.2 SOCCCD: Grant: Saddleback College Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Subaward Issuance to Growth Sector. Approve Subaward agreement to Growth Sector under Saddleback College's National Science Foundation Cooperative Agreement award HRD-1834628 in the amount of \$2,746,291 for a period of September 1, 2018 through August 31, 2023.

Item 6.2 Exhibit A

On a motion made by Trustee Jemal and seconded by Trustee Lang, this item was approved on a 6 - 0 vote with Trustee Milchiker absent.

6.3 SOCCCD: Travel Contract for Study Abroad Program to Costa Rica for Saddleback College Students, American Institute for Foreign Study. Approve the Saddleback College study abroad program to Costa Rica from July 29, 2019 to August 11, 2019, and authorize the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with American Institute for Foreign Study for coordinating all travel agreements.

Item 6.3 Exhibits A-E

On a motion made by Trustee Wright and seconded by Trustee Jay, this item was approved on a 6 - 0 vote with Trustee Milchiker absent.

6.4 <u>SOCCCD: Travel Contract for Study Abroad Program to Salamanca,</u> <u>Spain for Saddleback College Students, Travel & Education.</u> Approve the Saddleback College study abroad program to Salamanca, Spain, February 15, 2019 to April 27, 2019, and authorize the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with Travel and Education for coordinating all travel agreements.

#### Item 6.4 Exhibits A-E

On a motion made by Trustee Lang and seconded by Trustee Jay, this item was approved on a 6 - 0 vote with Trustee Milchiker absent.

6.5 SOCCCD: Travel Contract for Study Abroad Program to Santander, Spain for Saddleback Students, Travel & Education. Approve the Saddleback College study abroad program to Santander, Spain, July 1, 2019 to August 3, 2019, and authorize the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with Travel and Education for coordinating all travel agreements.

#### Item 6.5 Exhibits A-E

On a motion made by Trustee Lang and seconded by Trustee Jay, this item was approved on a 6 - 0 vote with Trustee Milchiker absent.

6.6 SOCCCD: Award of Contract for Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services at Saddleback College, Veolia Energy Operating Services, LLC. Approve the award of contract to Veolia Energy Operating Services, LLC to provide Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services at Saddleback College for a cost not to exceed \$6,026,590 for a contract period of January 1, 2019 through December 31, 2023.

# <u>Item 6.6</u> Exhibit A-B

On a motion made by Trustee Wright and seconded by Trustee Lang, this item was approved on a 6 - 0 vote with Trustee Milchiker absent.

6.7 SOCCCD: Adopt Resolution No. 18-37, Authorizing Snap-On Industrial Equipment as the Single Source Standard for Procurement for the National Coalition of Certification Centers Certification Program. Adopt Resolution No. 18-37 authorizing Snap-On Industrial Equipment as the single source standard for procurement for the National Coalition of Certification Centers certification program.

Item 6.7 Exhibit A On a motion made by Trustee Jay and seconded by Trustee Wright, this item was approved on a 6 - 0 vote with Trustee Milchiker absent.

6.8 SOCCCD: Agreement for the Operations of Before and After School and Summer Enrichment, Activities, and Camps Program, Amendment No. 01, Capistrano Unified School District. Approve Amendment No. 01 with Capistrano Unified School District for a three-year total of \$260,000 for facilities use from July 1, 2018 to June 2021.

#### Item 6.8 Exhibits A-B

On a motion made by Trustee Jemal and seconded by Trustee Jay, this item was approved on a 6 - 0 vote with Trustee Milchiker absent.

<u>6.9</u> SOCCCD: Award of Contracts to a pool of Legal Services Firms and appoint Randy Erickson from Erickson Law Firm as General Counsel.
 Approve the award of contract to Erickson Law Firm to provide General Counsel Legal Services and further approve the award of contracts to the firms identified in the pool of legal firms to assist the District on an as needed basis at the various rates negotiated for each of the contracts for a period of January 1, 2019 through December 31, 2021 with two (2) one year extensions.

Item 6.9 Exhibits A-I

On a motion made by Trustee Whitt and seconded by Trustee Jemal, this item was approved on a 6 - 0 vote with Trustee Milchiker absent.

6.10 SOCCCD: Award of Contract for Security Services at Advanced Technology and Education Park, Absolute International Security, Inc. Approve the award of contract to Absolute International Security, Inc. to provide Security Services at Advanced Technology and Education Park, for a cost not to exceed \$706,163.74 for a contract period of January 1, 2019 through December 31, 2023.

Item 6.10 Exhibits A-B

On a motion made by Trustee Wright and seconded by Trustee Whitt, this item was approved on a 5-0 vote with Trustee Whitt abstaining and Trustee Milchiker absent.

6.11 SOCCCD: Award of Contract for External Evaluation of the Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Cooperative Agreement, SRI International.

Approve the award of contract to SRI International to provide External Evaluation Services of the Collaborative Research: National Science Foundation INCLUDES Alliance: STEM Core Expansion Cooperative Agreement for a cost not to exceed \$794,085 for a contract period of December 11, 2018 through August 31, 2023.

Item 6.11 Exhibits A-B

On a motion made by Trustee Lang and seconded by Trustee Jay, this item was approved on a 6 - 0 vote with Trustee Milchiker absent.

 <u>6.12</u> SOCCCD: Board Policy Revision: BP-110 Code of Ethics-Standards of Practice, BP-120 Regular Meetings of the Board, BP-160 Personal Use of Public Resources, BP-1500 Naming of College Facilities, BP-2100.1 Delegation of Authority to the Academic Senate, BP-2100.2 Role and Scope of Authority of the Academic Senates, BP-3530 Compliance with Payment Card Industry Data Security Standards (PCI-DSS), BP-4002 Job Specifications and Authorized Positions, BP-4021 Classified Managers, BP-4077 Excused Absence (Without Loss of Pay), BP-4201.4 Reclassification of Classified Personnel, BP-5300.5 Grade Changes, BP-5607 Nonresident Student Tuition, BP-158 Political Activity of Board Members. Approve board policies as listed.

# <u>Item 6.12</u>

# Exhibits A-N

The board requested to refer Board Policy 1500 to the Board Policy Subcommittee for their review. The board amended Board Policy 158 by removing the highlight from the second paragraph.

On a motion made by Trustee Lang and seconded by Trustee Jay, this item was approved on a 6 - 0 vote with Trustee Milchiker absent.

6.13 SOCCCD: Board Policy Revision: BP-3700 Instructional and Course Materials Fees, BP-4010 Commitment to Diversity, BP-4018 Alcohol and Controlled Substances Testing, BP-4054 Political Activity of Employees, BP-4055 Academic and Business Hours for District and College Facilities, BP-4072 Domestic Partners, BP-4109 Transfer of Sick Leave for Academic and Classified Personnel, BP-4210 Employee Outstanding Service Awards, BP-4700 Whistleblower Protection, BP-5500 Student News Media, BP-6114 Contract Education. Accept for review and study board policies as listed.

Item 6.13 Exhibits A-K

On a motion made by Trustee Jemal and seconded by Trustee Lang, this item was approved on a 6 - 0 vote with Trustee Milchiker absent.

# 6.14 SOCCCD: Approval of Agreement for HR/ Financial Software System, Workday, Inc. Approve the Master Services Agreement with Workday, Inc. for Human Resource and Financial Software Systems in the amount of \$585,901 per year for a total amount not to exceed \$2,929,505 for a five-year term effective January 28, 2019.

#### Item 6.14 Exhibit A

On a motion made by Trustee Wright and seconded by Trustee Lang, this item was approved by a 5-0 vote with Trustee Whitt abstaining.

6.15 SOCCCD: Academic Employee and Classified Administrator Personnel Actions – Regular Items Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Administrator Contract Extension.

Item 6.15 Exhibits A-B

On a motion made by Trustee Lang and seconded by Trustee Jay, this item was approved on a 5-0 vote with Trustee Whitt abstaining and Trustee Milchiker absent.

6.16 SOCCCD: Faculty Conversion to Canvas One – Time Stipends Ratify Academic Employee Personnel Actions, Additional Compensation: Canvas Conversion-General Fund.

Item 6.16 Exhibit A

On a motion made by Trustee Jay and seconded by Trustee Wright, this item was approved on a 5 - 1 vote with Trustee Lang casting a negative vote and Trustee Milchiker absent.

6.17 SOCCCD: Classified Personnel Actions – Regular Items Ratify New Personnel Appointments, Authorization to Establish and Announce a Classified Position(s), Reorganization/Reclassification, Change of Status, Out of Class Assignments for Positions that are Vacant During Recruitment for Permanent Appointments, Out of Class Assignments for Positions that are Temporarily Available Due to Leaves of Absence, etc., Resignation/Retirement/ Conclusion of Employment.

Item 6.17 Exhibit A

On a motion made by Trustee Wright and seconded by Trustee Lang, this item was approved on a 6 - 0 vote with Trustee Milchiker absent.

# 6.18 SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items Ratify Non-Bargaining Unit Employee Personnel Actions, Volunteers, Authorization to Revise the Classified Temporary Non-Bargaining Unit Salary Schedules.

#### Item 6.18 Exhibits A-B

On a motion made by Trustee Jay and seconded by Trustee Whitt, this item was approved on a 6 - 0 vote with Trustee Milchiker absent.

6.19 <u>SOCCCD: Employment Agreement – Dr. Elliot Stern, President –</u> <u>Saddleback College</u> <u>Ratify the appointment of Dr. Elliot Stern to the position of President –</u> <u>Saddleback College.</u>

#### Item 6.19 Exhibit A

On a motion made by Trustee Jemal and seconded by Trustee Lang, this item was approved on a 5 – 0 vote with Trustee Wright abstaining and Trustee Milchiker absent.

6.20 SOCCCD: Final Action in Public Session – Irvine Valley College Student Discipline. Pursuant to Education Code section 72122, following consideration in closed session, the Board of Trustees will take final action in public session regarding a recommendation for expulsion of a student.

## Item 6.20

The Board accepted in closed session a recommendation of a Disciplinary Hearing Panel for expulsion of an Irvine Valley College student pursuant to Board Policy and Administrative Regulation 5401, and that the Board hereby does expel the student, effective immediately, and directs the Chancellor or designee to notify the student of the Board's actions.

On a motion made by Trustee Jay and seconded by Trustee Lang, this item was approved on a 6 - 0 vote with Trustee Milchiker absent.

6.21 SOCCCD: Final Action in Public Session – Irvine Valley College Student Discipline. Pursuant to Education Code section 72122, following consideration in closed session, the Board of Trustees will take final action in public session regarding a recommendation for expulsion of a student.

# Item 6.21

The Board accepted in closed session a recommendation of a Disciplinary Hearing Panel for expulsion of an Irvine Valley College student pursuant to Board Policy and Administrative Regulation 5401, and that the Board hereby does expel the student, effective immediately, and directs the Chancellor or designee to notify the student of the Board's actions.

On a motion made by Trustee Lang and seconded by Trustee Jay, this item was approved on a 6 - 0 vote with Trustee Milchiker absent.

# 7.0 REPORTS

<u>7.1</u>	SOCCCD: California Community Colleges Chancellor's Office Vision for Success Update Update from the State Chancellor's Office on local goal-setting guidance
<u>Item 7.1</u> Exhibits A-C	and the major steps in the process during 2018-2019.
<u>7.2</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 7.2</u> Exhibit A	Community College District Board of Trustees.
<u>7.3</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>Item 7.3</u> Exhibit A	and hvine valley college.
<u>7.4</u>	SOCCCD: Staff Response to Public Comments from Previous Board Meeting None
Item 7.4	
<u>7.5</u>	SOCCCD: Facilities Plan Status Report. Status of current construction projects.
<u>Item 7.5</u> Exhibit A	
<u>7.6</u>	SOCCCD: Monthly Financial Status Report. The reports display the adopted budget, revised budget and
<u>Item 7.6</u> Exhibit A	transactions through November 30, 2018.
<u>7.7</u> Item 7.7	SOCCCD: Retiree (OPEB) Trust Fund. Report for period ending October 31, 2018.

Exhibit A

# 8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

- 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

# <u>Item 8.0</u>

# 9.0 ADDITIONAL ITEMS

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

The meeting was adjourned at 8:45 p.m.

Kathleen F. Burke

Secretary, Board of Trustees

ITEM: 5.2 DATE: 1/22/19

TO:	Board of Trustees
10:	Board of Trustees

- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Senate Resolution from the Office of Senator Patricia Bates

ACTION: Presentation

# BACKGROUND

The Honorable Patricia Bates, of the 36<sup>th</sup> Senatorial District of California, read a member's resolution on October 4, 2018, on the Senate Floor of the California State Capitol, for Saddleback College, commending their Strong Workforce program, RN Program, and other efforts. Senator Bates will be represented by staff member Rhonda Reardon, in the presentation of this resolution.

# <u>STATUS</u>

Rhonda Reardon, as a representative of Senator Bates, will present the resolution.

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** Saddleback College: New and Revised Curriculum for the 2019-20 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.

# **STATUS**

Saddleback College proposes revisions to the curriculum of the College for the 2019-20 academic year. Exhibit A includes revised courses; Exhibit B includes new and revised programs. 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 Chancellor recommends that the Board of Trustees approve the proposed curriculum changes for the 2019-20 academic year at Saddleback College as listed in Exhibits A and B.

# SADDLEBACK COLLEGE REVISED COURSES ACADEMIC YEAR 2019-2020

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	ARCH 260	992647.00	ARCH IN NO. CA	sr
ATAS	CWE 180	429990.00	CO-OP-ED COMP MT TECH	dc
ATAS	CWE 180	429991.00	CO-OP-ED COMP MT TECH	dc
ATAS	CWE 180	429977.00	CO-OP-ED FASH	coreq fr <del>FASH 145/BUS 145</del> to <u>FASH 145</u>
				rec prep fr <b>ART 40, 50 and 80</b> to <b>ART 40, 50</b>
				or 80, SAM code fr E to D, cat desc, sch
				desc, tps, Irng obj, SLOs, moe, assign, txt,
FAMT	ART 42	72040.00	COLOR THEORY/PRACTICE	val
				cat desc, sch desc, pcs fr <del>not program-</del>
FAMT	MUS 246	992432.00	CONTEMP BIG BAND LIT	applicable to program applicable

# SADDLEBACK COLLEGE REVISED COURSES ACADEMIC YEAR 2019-2020

				pcs fr <del>not program applicable</del> to <b>program</b>
FAMT	MUS 256	992527.00	ADV. PIANO PEDAGOGY	applicable

## Current **Advanced Culinary Arts Certificate of Achievement**

The Advanced Culinary Arts program prepares students for many contemporary employment opportunities within the restaurant and hospitality industries.

## **Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate preparation for entry level employment in the hospitality industry.
- Demonstrate basic fundamental knowledge and skills related to the culinary arts.
- Demonstrate competence in food production while using safety and sanitation protocol necessary for employment in the culinary arts.

#### Required Courses

Course ID	Title	Units
CWE 180†	Co-Op-Ed Foods and Nutrition	2
and		
FN 261†	Internship	1
FN 50	Fundamentals of Nutrition	3
or		
FN 205	Nutrition for Culinary Professionals	3
FN 110*	Food Preparation Essentials	3
FN 120*	Contemporary Meals	3
FN 142*	Classical French Cuisine	2
FN 171	Sanitation and Safety	2
or		
FN 210	ServSafe in Food Production	1
FN 173*	Catering and Banquets	3
<del>FN 240</del> *	Culinary Principles I	3
FN 241*	Culinary Principles II	3
FN 244*	Baking Fundamentals I	3
FN 245*	Baking Fundamentals II	<del>2</del>
FN 246*	<del>Pantry</del>	3
<del>FN 275</del>	Food and Beverage Operations	3
	Select from Restricted Electives	<del>6</del>

## Total Units for the Certificate 41-42

#### **Restricted Electives**

FN 140*	Cultural Cuisine	2
FN 220*	French Bistro Cuisine	2
FN 222*	Chinese Cuisine	2
FN 223*	Asian Cuisine	2
FN 226*	Mexican Cuisine	2
FN 227*	Mediterranean Cuisine	2
FN 228*	Italian Cuisine	2
FN 230*	Vegetarian Cuisine	2
FN 232*	Techniques of Healthy Cooking	2
FN 236*	American Regional Cuisine	2

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

†Recommended to be taken in last semester of program.

## Revised **Advanced Culinary Arts Certificate of Achievement**

The Advanced Culinary Arts Certificate of Achievement program prepares students for many contemporary employment opportunities within the restaurant and hospitality industries as professional culinarians. Some of these positions include, but are not limited to, institution and cafeteria cooks, private household cooks, food preparation workers, food service managers, chefs and head cooks, first line supervisors of food preparation and serving workers, and line and prep cooks in all areas of restaurant and hospitality industries. The program offers coursework for both career training and professional improvement. Students will be provided with the essential skills of sanitation, foundational and advanced cooking and baking, various ethnic and regional cuisines, as well as operations and production in order to reach their career goals and to be competitive in the marketplace.

#### Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate preparation for entry-level employment in the hospitality industry.
- Demonstrate basic fundamental knowledge and skills related to the culinary arts.
- Demonstrate competence in food production while using safety and sanitation protocol necessary for employment in the culinary arts.

## **Required Core**

Required <u>core</u>		
Course ID	Title	Units
FN 171 <u>*</u>	Sanitation and Safety	2
or		
FN 210 <u></u>	ServSafe in Food Production	1
FN 246*	Introduction to Culinary Arts	3
FN 120*	Sustainable Meals	3
FN 142*	Classical French Cuisine	2
FN 173*	Catering and Banquets	3
FN 110*	Food Preparation Essentials	3
<u>FN 101</u> *	Culinary Principles I	3
FN 241*	Culinary Principles II	3
FN 244*	Baking Fundamentals I	3
FN 245*	Baking Fundamentals II	<u>3</u>
<u>FN 176</u>	Food and Beverage Operations	3
CWE 180† and	<u>Co-Op-Ed Culinary Arts</u>	2
FN 261†	Internship	1
FN 50 or	Fundamentals of Nutrition	3
FN 205	Nutrition for Culinary Professionals	3
	Select <u>Two Courses</u> from Restricted Electives	<u>2-6</u>

#### Total Units for the Certificate 37-43

#### **Restricted Electives**

FN 220*	French Bistro Cuisine	2
FN 232*	Techniques of Healthy Cooking	2
FN 140*	World Cuisines	2
FN 222*	Chinese Cuisine	2
FN 223*	Asian Cuisine	2
FN 226*	Mexican Cuisine	2
FN 227*	Mediterranean Cuisine	2

FN 228*	Italian Cuisine	2
FN 230*	Vegetarian Cuisine	2
FN 236*	American Regional Cuisine	2
<u>FN 281</u>	Flavor Dynamics	3
FN 235	European Regional Foods Tour	2
FN 282	Introduction to Herbs	2
FN 286*	Sugar Confectionery	1
FN 287*	Chocolate Confectionery	1
FN 288*	Advanced Baking and Pastry	3

★Students with valid California ServSafe Certification may have this core requirement waived.

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

†Recommended to be taken in <u>the</u> last semester of <u>the</u> program.

## Current **Advanced Culinary Arts** Associate in Science

The Advanced Culinary Arts program prepares students for many contemporary employment opportunities within the restaurant and hospitality industries.

## **Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate preparation for entry level employment in the hospitality industry.
- Demonstrate basic fundamental knowledge and skills related to the culinary arts.
- Demonstrate competence in food production while using safety and sanitation protocol necessary for employment in the culinary arts.

#### Required Courses

Course ID	Title	Units
CWE 180†	Co-Op-Ed Foods and Nutrition	2
and		
FN 261†	Internship	1
FN 50	Fundamentals of Nutrition	3
or		
FN 205	Nutrition for Culinary Professionals	3
FN 110*	Food Preparation Essentials	3
FN 120*	Contemporary Meals	3
FN 142*	Classical French Cuisine	2
FN 171	Sanitation and Safety	2
or		
FN 210	ServSafe in Food Production	1
FN 173*	Catering and Banquets	3
<del>FN 240</del> *	Culinary Principles I	3
FN 241*	Culinary Principles II	3
FN 244*	Baking Fundamentals I	3
FN 245*	Baking Fundamentals II	<del>2</del>
FN 246*	<del>Pantry</del>	3
<del>FN 275</del>	Food and Beverage Operations	3
	Select from Restricted Electives	<del>6</del>

#### Total Units for the Major

41-42

#### **Restricted Electives**

FN 140*	Cultural Cuisine	2
FN 220*	French Bistro Cuisine	2
FN 222*	Chinese Cuisine	2
FN 223*	Asian Cuisine	2
FN 226*	Mexican Cuisine	2
FN 227*	Mediterranean Cuisine	2
FN 228*	Italian Cuisine	2
FN 230*	Vegetarian Cuisine	2
FN 232*	Techniques of Healthy Cooking	2
FN 236*	American Regional Cuisine	2

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

†Recommended to be taken in last semester of program.

## Revised **Advanced Culinary Arts** Associate of Science

The Advanced Culinary Arts Associate of Science program prepares students for many contemporary employment opportunities within the restaurant and hospitality industries as professional culinarians. Some of these positions include, but are not limited to, institution and cafeteria cooks, private household cooks, food preparation workers, food service managers, chefs and head cooks, first line supervisors of food preparation and serving workers, and line and prep cooks in all areas of restaurant and hospitality industries. The program offers coursework for both career training and professional improvement. Students will be provided with the essential skills of sanitation, foundational and advanced cooking and baking, various ethnic and regional cuisines as well as operations and production in order to reach their career goals and to be competitive in the marketplace.

#### Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate preparation for entry-level employment in the hospitality industry.
- Demonstrate basic fundamental knowledge and skills related to the culinary arts.
- Demonstrate competence in food production while using safety and sanitation protocol necessary for employment in the culinary arts.

## **Required Core**

Required <u>core</u>		
Course ID	Title	Units
FN 171 <u>*</u>	Sanitation and Safety	2
or		
FN 210 <u></u>	ServSafe in Food Production	1
FN 246*	Introduction to Culinary Arts	3
FN 120*	<u>Sustainable</u> Meals	3
FN 142*	Classical French Cuisine	2
FN 173*	Catering and Banquets	3
FN 110*	Food Preparation Essentials	3
<u>FN 101</u> *	Culinary Principles I	3
FN 241*	Culinary Principles II	3
FN 244*	Baking Fundamentals I	3
FN 245*	Baking Fundamentals II	<u>3</u>
<u>FN 176</u>	Food and Beverage Operations	3
CWE 180† and	Co-Op-Ed Culinary Arts	2
FN 261†	Internship	1
FN 50 or	Fundamentals of Nutrition	3
FN 205	Nutrition for Culinary Professionals	3
	Select <b><u>Two Courses</u></b> from Restricted	
	Electives	<u>2-6</u>

Total Units for the Major <u>37-43</u>

#### **Restricted Electives**

FN 220*	French Bistro Cuisine	2
FN 232*	Techniques of Healthy Cooking	2
FN 140*	World Cuisines	2
FN 222*	Chinese Cuisine	2
FN 223*	Asian Cuisine	2
FN 226*	Mexican Cuisine	2
FN 227*	Mediterranean Cuisine	2

#### Associate in Science Degree

Completion of the **certificate program** and a minimum of 60 units including the **g**eneral **e**ducation requirements with an overall GPA of 2.0 qualifies the student for the Associate **in** Science degree. A minimum of 12 units 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.

Suggested coursework not required for the major: BUS 104\*, BUS 135, BUS 136, BUS 160; FN 64, FN 160; FCS 115, FCS 142.

Italian Cuisine	2
Vegetarian Cuisine	2
American Regional Cuisine	2
Flavor Dynamics	3
European Regional Foods Tour	2
Introduction to Herbs	2
Sugar Confectionery	1
Chocolate Confectionery	1
Advanced Baking and Pastry	3
	Vegetarian Cuisine American Regional Cuisine Flavor Dynamics European Regional Foods Tour Introduction to Herbs Sugar Confectionery Chocolate Confectionery

# Students with valid California ServSafe Certification may have this core requirement waived.

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

†Recommended to be taken in the last semester of the program.

## Associate of Science Degree

Completion of the **courses above** and a minimum of 60 units including the **G**eneral **E**ducation requirements with an overall GPA of 2.0 qualifies the student for the Associate **of** Science degree. A minimum of 12 units 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.

## Current Athletic Training Occupational Skills Award

The Athletic Training Occupational Skills Award prepares the student for careers in Athletic Training and Physical Therapy for skills necessary for entry level positions in Physical Therapy Clinic <del>or</del> acceptance to an Athletic Training program at a four-year college or university.

## Required Courses

Course ID	Title	Units
<del>BIO 11*</del>	Human Anatomy	4
BIO 20	Introduction to Biology	4
HLTH 2	First Aid, CPR, and Automated External	
	Defibrillator	1.5
KNES 52	Fundamentals of Human Movement	3
KNES 53	Introduction to Athletic Training	3
KNES 56*	Practicum in Athletic Training – Fall Sports	5 2
or		
KNES 59*	Practicum in Athletic Training – Spring	
	Sports	2

#### Total Units for the Award 17.5

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

## Revised Athletic Training Occupational Skills Award

The Athletic Training Occupational Skills Award prepares the student for careers in Athletic Training and Physical Therapy for skills necessary for entry-level positions in Physical Therapy Clinics and provides foundational preparation for students interested in Athletic Training programs. Skills learned in this program are additionally valuable to students interested in such professions as fitness trainer, coach, or teacher in the physical education and kinesiology field. Students will learn basic exercise physiology, be able to identify common athletic injuries and causes, and be able to apply specific stretching, strengthening, and rehabilitation techniques for preventive and rehabilitative care. In addition, students will become cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) certified and learn how to write subjective, objective, assessment, and plan (SOAP) notes and injury reports.

#### Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify the basic fundamentals of physiology.
- Demonstrate an understanding of exercise physiology and the biomechanics of human movement.
- <u>Recognize and describe the signs and symptoms of</u> <u>emergency situations and athletic injuries.</u>
- Demonstrate proper response procedures to emergency situations and athletic injuries.
- <u>Apply preventative and rehabilitative techniques for</u> <u>common sports conditions and various athletic</u> <u>injuries.</u>

#### Required Core

Course ID	Title	Units
HLTH 2	First Aid, CPR, and Automated External	
	Defibrillator	1.5
KNES 52	Fundamentals of Human Movement	3
KNES 53	Introduction to Athletic Training	3
KNES 56*	Practicum in Athletic Training – Fall Sports	2
or		
KNES 59*	Practicum in Athletic Training – Spring	
	Sports	2

#### Total Units for the Award <u>9.5</u>

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

FN 287\*

FN 288\*

# Current

## **Basic Culinary Arts Certificate of Achievement**

The Basic Culinary Arts program prepares students for many contemporary employment opportunities. These include Chef, Cook, Specialty and Ethnic Restaurant Operations, Food and Beverage Service, Fast Foods Operations, and Food Service in schools and day-care centers for the young and elderly.

#### **Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate preparation for employment in the food service industry.
- Demonstrate practical skills in a wide variety of applications related to the food service.
- Demonstrate proficient safety and sanitation production practices as related to the food service industry.

#### **Required** Courses

Required <del>Cou</del>	rses	
Course ID	Title	Units
CWE 180†	Co-Op-Ed Foods and Nutrition	2
and		
FN 261†	Internship	1
FN 50	Fundamentals of Nutrition	3
or		
FN 205	Nutrition for Culinary Professionals	3
FN 110*	Food Preparation Essentials	3
FN 120*	Contemporary Meals	3
FN 171	Sanitation and Safety	2
or		
FN 210	ServSafe in Food Production	1
<del>FN 240</del> *	Culinary Principles I	3
FN 241*	Culinary Principles II	3
FN 244*	Baking Fundamentals I	3
FN 246*	<del>Pantry</del>	3
	Select from Restricted Electives	<del>4-6</del>

## Total Units for the Certificate 29-32

#### **Restricted Electives**

FN 220* French Bistro Cuisine	2
FN 222* Chinese Cuisine	2
FN 226* Mexican Cuisine	2
FN 227* Mediterranean Cuisine	2
FN 230* Vegetarian Cuisine	2
FN 236* American Regional Cuisine	2

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

†Recommended to be taken in last semester of program.

## Revised **Basic Culinary Arts Certificate of Achievement**

The Basic Culinary Arts Certificate of Achievement program prepares students for many contemporary employment opportunities. These include jobs as institution and cafeteria cooks, private household cooks, food preparation workers, food service managers, chefs and head cooks, and first line supervisors of food preparation and serving workers. Students will be provided with the essential skills of sanitation, foundational cooking and baking, operations, and production in order to reach their career goals and to be competitive in the marketplace.

#### Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate preparation for employment in the food service industry
- Demonstrate practical skills in a wide variety of applications related to the food service.
- Demonstrate proficient safety and sanitation production practices as related to the food service industry.

Course IDTitleUnitsFN 171★Sanitation and Safety2oror2	
or	
FN 210 ServSafe in Food Production 1	
FN 246* Introduction to Culinary Arts 3	
FN 120* Sustainable Meals 3	
FN 110* Food Preparation Essentials 3	
FN 101* Culinary Principles I 3	
FN 241* Culinary Principles II 3	
FN 244* Baking Fundamentals I 3	
CWE 180† Co-Op-Ed Culinary Arts 2	
and	
FN 261† Internship 1	
FN 50 Fundamentals of Nutrition 3	
or	
FN 205 Nutrition for Culinary Professionals 3	
Select Two Courses from Restricted Electives 2-6	
Total Units for the Certificate <u>26-32</u>	
Restricted Electives	
FN 220* French Bistro Cuisine 2	
FN 232* Techniques of Healthy Cooking 2	
FN 140* World Cuisines 2	
FN 222* Chinese Cuisine 2	
FN 245* Baking Fundamentals II 3	
FN 142* Classical French Cuisine 2	
FN 223* Asian Cuisine 2	
FN 226* Mexican Cuisine 2	
FN 227* Mediterranean Cuisine 2	
FN 228* Italian Cuisine 2	
FN 230* Vegetarian Cuisine 2	
FN 236* American Regional Cuisine 2	
FN 281 Flavor Dynamics 3	
FN 235 European Regional Foods Tour 2	
FN 282 Introduction to Herbs 2	
FN 286* Sugar Confectionery 1	

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

1

3

Chocolate Confectionery

Advanced Baking and Pastry

Students with valid California ServSafe Certification may have this core requirement waived.

†Recommended to be taken in last semester of program.

## Current

# Basic Culinary Arts Associate in Science

The Basic Culinary Arts program prepares students for many contemporary employment opportunities. These include <del>Chef, Cook,</del> Specialty and Ethnic Restaurant Operations, Food and Beverage Service, Fast Foods Operations, and Food Service in schools and day-care centers for the young and elderly.

#### **Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate preparation for employment in the food service industry.
- Demonstrate practical skills in a wide variety of applications related to the food service.
- Demonstrate proficient safety and sanitation production practices as related to the food service industry.

#### **Required** Courses

Course ID	Title	Units
CWE 180†	Co-Op-Ed Foods and Nutrition	2
and		
FN 261†	Internship	1
FN 50	Fundamentals of Nutrition	3
or		
FN 205	Nutrition for Culinary Professionals	3
FN 110*	Food Preparation Essentials	3
FN 120*	Contemporary Meals	3
FN 171	Sanitation and Safety	2
or		
FN 210	ServSafe in Food Production	1
<del>FN 240</del> *	Culinary Principles I	3
FN 241*	Culinary Principles II	3
FN 244*	Baking Fundamentals I	3
FN 246*	Pantry	3
	Select from Restricted Electives	<del>4-6</del>

#### Total Units for the Major 29-32

#### **Restricted Electives**

FN 220*	French Bistro Cuisine	2
FN 222*	Chinese Cuisine	2
FN 226*	Mexican Cuisine	2
FN 227*	Mediterranean Cuisine	2
FN 230*	Vegetarian Cuisine	2
FN 236*	American Regional Cuisine	2

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

†Recommended to be taken in last semester of program.

#### Associate in Science Degree

Completion of the **certificate program** and a minimum of 60 units including the **g**eneral **e**ducation requirements with an overall GPA of 2.0 qualifies the student for the Associate **in** Science degree. A minimum of 12 units 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.

Suggested coursework not required for the major: BUS 104\*, BUS 135, BUS 136, BUS 160; FCS 115, FCS 142; FN 64, FN 140\*, FN 142\*, FN 160.

## Revised Basic Culinary Arts Associate of Science

The Basic Culinary Arts <u>Associate of Science degree</u> program prepares students for many contemporary employment opportunities. These include jobs as institution and cafeteria cooks, private household cooks, food preparation workers, food service managers, chefs and head cooks, and first line supervisors of food preparation and serving workers. Students will be provided with the essential skills of sanitation, foundational cooking and baking, operations, and production in order to reach their career goals and to be competitive in the marketplace.

#### Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate preparation for employment in the food service industry.
- Demonstrate practical skills in a wide variety of applications related to
- the food service.
- Demonstrate proficient safety and sanitation production practices as related to the food service industry.

Required Core		
Course ID	Title	Units
FN 171 <u>🔶</u>	Sanitation and Safety	2
or		
FN 210🔶	ServSafe in Food Production	1
FN 246*	Introduction to Culinary Arts	3
FN 120*	Sustainable Meals	3
FN 110*	Food Preparation Essentials	3
<u>FN 101</u> *	Culinary Principles I	3
FN 241*	Culinary Principles II	3
FN 244*	Baking Fundamentals I	3
CWE 180†	Co-Op-Ed Culinary Arts	2
and		
FN 261†	Internship	1
FN 50	Fundamentals of Nutrition	3
or		
FN 205	Nutrition for Culinary Professionals	3
	Select Two Courses from Restricted Electives	<u>2-6</u>
	Total Units for the Major	<u>26-32</u>
<b>Restricted Elective</b>	s	
FN 220*	French Bistro Cuisine	2
FN 232*	Techniques of Healthy Cooking	•
	reaniques of ficularly cooking	2
FN 140*	World Cuisines	2
<b>FN 140*</b> FN 222*		
	World Cuisines	<b>2</b> 2
FN 222*	World Cuisines Chinese Cuisine	2 2 3
FN 222* FN 245*	World Cuisines Chinese Cuisine Baking Fundamentals II	2 2 3
FN 222* FN 245* FN 142*	World Cuisines Chinese Cuisine Baking Fundamentals II Classical French Cuisine	2 2 3 2
FN 222* FN 245* FN 142* FN 223*	World Cuisines Chinese Cuisine Baking Fundamentals II Classical French Cuisine Asian Cuisine	2 2 3 2 2 2
FN 222* FN 245* FN 142* FN 223* FN 226*	World Cuisines         Chinese Cuisine         Baking Fundamentals II         Classical French Cuisine         Asian Cuisine         Mexican Cuisine	2 2 3 2 2 2 2
FN 222* FN 245* FN 142* FN 223* FN 226* FN 227*	World Cuisines         Chinese Cuisine         Baking Fundamentals II         Classical French Cuisine         Asian Cuisine         Mexican Cuisine         Mediterranean Cuisine	2 2 3 2 2 2 2 2
FN 222* FN 245* FN 142* FN 223* FN 226* FN 227* FN 227* FN 228*	World Cuisines         Chinese Cuisine         Baking Fundamentals II         Classical French Cuisine         Asian Cuisine         Mexican Cuisine         Mediterranean Cuisine         Italian Cuisine	2 2 3 2 2 2 2 2 2 2 2 2
FN 222* FN 245* FN 142* FN 223* FN 226* FN 227* FN 227* FN 228* FN 230*	World Cuisines         Chinese Cuisine         Baking Fundamentals II         Classical French Cuisine         Asian Cuisine         Mexican Cuisine         Mediterranean Cuisine         Italian Cuisine         Vegetarian Cuisine	2 3 2 2 2 2 2 2 2 2 2 2
FN 222* FN 245* FN 142* FN 223* FN 226* FN 227* FN 227* FN 228* FN 230* FN 236*	World Cuisines         Chinese Cuisine         Baking Fundamentals II         Classical French Cuisine         Asian Cuisine         Mexican Cuisine         Italian Cuisine         Vegetarian Cuisine         American Regional Cuisine	2 3 2 2 2 2 2 2 2 2 2 2 2
FN 222* FN 245* FN 142* FN 223* FN 226* FN 227* FN 227* FN 228* FN 230* FN 236* FN 236* FN 281	World Cuisines         Chinese Cuisine         Baking Fundamentals II         Classical French Cuisine         Asian Cuisine         Mexican Cuisine         Italian Cuisine         Vegetarian Cuisine         American Regional Cuisine         Flavor Dynamics	2 3 2 2 2 2 2 2 2 2 3
FN 222* FN 245* FN 142* FN 223* FN 226* FN 227* FN 228* FN 230* FN 236* FN 236* FN 281 FN 235	World Cuisines         Chinese Cuisine         Baking Fundamentals II         Classical French Cuisine         Asian Cuisine         Mexican Cuisine         Italian Cuisine         Vegetarian Cuisine         American Regional Cuisine         Flavor Dynamics         European Regional Foods Tour	2 3 2 2 2 2 2 2 2 2 2 3 3 2 2 2 2 2 2 2
FN 222* FN 245* FN 142* FN 223* FN 226* FN 227* FN 228* FN 230* FN 236* FN 281 FN 235 FN 282	World Cuisines         Chinese Cuisine         Baking Fundamentals II         Classical French Cuisine         Asian Cuisine         Mexican Cuisine         Italian Cuisine         Vegetarian Cuisine         American Regional Cuisine         Flavor Dynamics         European Regional Foods Tour         Introduction to Herbs	2 3 2 2 2 2 2 2 2 2 2 2 3 3 2 2 2 2 2 2

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

#### Students with valid California ServSafe Certification may have this core requirement waived.

†Recommended to be taken in last semester of program.

#### Associate of Science Degree

Completion of the <u>courses above</u> and a minimum of 60 units including the <u>G</u>eneral <u>E</u>ducation requirements with an overall GPA of 2.0 qualifies the student for the Associate <u>of</u> Science degree. A minimum of 12 units 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.

#### New

#### Associate in Arts in Child and Adolescent Development for Transfer

The Associate in Arts in Child and Adolescent Development for Transfer (AA-T) prepares students to demonstrate a basic understanding of child development theory and concepts, as well as preparation in lower-division coursework designed to enhance further developmental study. Studies include classical and contemporary research spanning conception through adolescence to promote the positive developmental outcomes essential to fostering healthy growth and learning of children and families in a diverse society. The major incorporates information from a variety of disciplines to provide a broad academic and professional foundation for working with children and families.

The major will provide students with the strong preparation necessary for pursuing studies at the university level in various careers such as children's services, mental health, family support, youth programs, developmental research, teaching, early childhood education, public policy, social work, school psychology, child life and similar fields related to children and their families from infancy through adolescence.

The coursework is designed to meet the needs of people planning to transfer to CSU into programs in Child Development, Human Development, Child and Adolescent Development, Family and Consumer Sciences, and Liberal Studies (Child Development and Elementary Education Tracks).

#### Program Student Learning Outcomes

Students who complete this program will be able to:

- Synthesize research-based theories including principles and practices of child and adolescent development and learning.
- Utilize critical thinking skills to analyze, evaluate, and make decisions concerning complex contemporary issues and the interactions among individuals and across societies.
- Use scientific methodologies to study human development from infancy through adolescence.
- Demonstrate knowledge of development in all learning domains from conception through adolescence, including knowledge about typical and atypical development.

#### Graduation Requirements

The following is required for all AA-T or AS-T degrees:

- 1. <u>Completion of 60 semester units or 90 quarter units that</u> are eligible for transfer to the California State University, including both of the following:
  - a. <u>The Intersegmental General Education Transfer</u> <u>Curriculum (IGETC) or the California State University</u> <u>General Education –Breadth Requirements.</u>
  - b. <u>A minimum of 18 semester units or 27 quarter units</u> in a

major or area of emphasis, as determined by the community college district.

2. Obtainment of a minimum grade point average of 2.0. Students must earn a "C" (or "P" Pass) or better in all courses required for the major or area of emphasis.

Course ID	Title	Units
Required Core (9 un	its)	
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
PSYC 1	Introduction to Psychology	3
Or		
PSYC 1H	Honors Introduction to Psychology	3
PSYC 44*	Statistics for the Behavioral Sciences	3
Or		
MATH 10*	Introduction to Statistics	3
LIST A: (9 units)		
CDE 15*	Child, Family, and Community	3
And		
Select two (6 unit	s)	
CDE 18*	Exceptional Children	3
CDE 90*	Intro to Elementary Education	3
CDE 101*	Principles and Practices for Teaching Young	
	Children	3

CDE 110*	Introduction to Curriculum	3
CDE 111*	Child Guidance and Communication	3
CDE 117*	Teaching in a Diverse Society	3
CDE 120*	Observation and Assessment	3
CDE 123*	Infant and Toddler Development	3
CDE 124	Preschool and Early Primary Child Development	3
CDE 126	School Age and Adolescent Development	3
<u>HS 120*</u>	Human Development in the Social Environment	3
SOC 10	Introduction to Marriage and the Family	3
	Total Units for the Major:	18

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

# Current

## Coaching Occupational Skills Award

This Occupational Skills Award is designed to prepare students for gaining employment in the fields of teaching, coaching, allied health, and fitness professions. The students will gain a variety of experiences, skills and knowledge that will cover a multitude of sports and associated fields. A minimum grade of "C" in all courses is required to receive this award.

## **Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate and apply fundamentals of good
  - nutrition for sports performance.
  - Assess sports-related injuries and apply first aid.
  - Use a variety of techniques for coaching.
  - Apply psychological foundations for enhancing sports performance.

## **Required** Courses

Course ID	Title	Units
<del>FN 164</del>	Sports Nutrition	
HLTH 2	First Aid, CPR, and Automated External	
	Defibrillator	1.5
KNES 51	Introduction to Kinesiology	3
KNES 53	Introduction to Athletic Training	3
KNES 54*	Principles and Fundamentals of Coaching	3
KNES 105	Mental Skills for Sports Performance	3

#### Total Units for the Award 16.5

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

## Revised Coaching Occupational Skills Award

This Occupational Skills Award is designed to prepare students for gaining employment in coaching in a scholastic setting, support students' ability to earn coaching certification through the CIF-Southern Section, learn about sports management in youth sports at community centers and work in after school programs, and/or city and state sports activity programs. Students who complete the program will have the ability to assess sports-related injuries and first aid and explore the career opportunities in the fields of teaching, coaching, allied health, and fitness professions. They will be able to demonstrate knowledge and understanding of concepts and techniques of coaching and apply psychological foundations for enhancing sports performance. In addition, students will become cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) certified. A minimum grade of "C" in all courses is required to receive this award.

## Program Student Learning Outcomes

Students who complete this program will be able to:

- Assess sports-related injuries and apply first aid.
- Understand the concepts and techniques of coaching.
- Apply psychological foundations for enhancing sports performance.

## **Required** Courses

C

Course ID	Title	Units
HLTH 2	First Aid, CPR, and Automated External	
	Defibrillator	1.5
KNES 51	Introduction to Kinesiology	3
KNES 53	Introduction to Athletic Training	3
KNES 54*	Principles and Fundamentals of Coaching	3
KNES 105	Mental Skills for Sports Performance	3

## Total Units for the Award 13.5

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

#### Current

## **Fashion Design Certificate of Achievement**

The Fashion Design program prepares the student for entry-level positions in the field of Fashion Design. They will be able to design clothing using the three major design procedures: flat pattern-making, draping on a dress form, and designing by sketching.

# **Program Student Learning Outcomes**

Students who complete this program will be able to:

- Produce a professional portfolio showcasing their skills. This portfolio will increase job opportunities in the field as well as promotion for those already employed.
- Successfully complete an industry internship including the completion of three individual goals/objectives as determined by themselves and an industry supervisor. Internships give students work experience desirable in job applicants.
- Create a professional resume showcasing their skills. This will increase job opportunities in the field as well as promotion for those already employed.

Units

Title

#### **Required** Courses Course ID

Course ID	litle	Units
FASH 31	Textiles	3
<del>Of</del>		_
BUS 31	Textiles	
FASH 101	Introduction to Fashion Careers	3
FASH 111*	Sewing for Fashion Design II	3
FASH 112* or	Fashion SewingAdvanced	3
FASH 124* or	Wearable Art	3
FASH 211*	Advanced Dressmaking and Custom Sewing	3
FASH 130*	Flat Pattern Design	4
FASH 132*	Draping Fashion Designs	3
FASH 141	Apparel Selection	3
FASH 144	Fashion Trends and Cultural Costumes	3
FASH 145*§	Internship	1
or		
BUS 145*§	Internship	1
and	-	
CWE 180*†	Co-Op-Ed Fashion	1
FASH 150	Fashion Apparel and Professional Techniques	3
FASH 154	Fashion Illustration	3
FASH 247 or	Special Events Participation	1
FASH 254	Fashion in Southern California	1
FASH 260*«	The Digital Fashion Image	2
or		
FASH 204«	Understanding Apparel Principles-AIMS Certification	1
and		
FASH 225«	Apparel Cart – Fashion Retailing Online with	
	Easy Cart Shop	1
	Total Units for the Certificate	36
Optional Lab/St		
FASH 212	Construction Lab	
FASH 213*	Designer's Lab	1 1
FASH 214* FASH 216	Couture Lab Costumer's Lab	
TAST 210	Costumer S Lab	

Dressmaking Lab

\*Course has a prerequisite, corequisite, limitation, or recommended preparation;

Tailor's Lab

† Recommended to be taken in last semester of program.

«Take FASH 260 OR both FASH 204 and FASH 225.

§ Must be taken concurrently with CWE 180.

FASH 219 FASH 220\*

see course description

#### Revised **Fashion Design**

## **Certificate of Achievement**

The Fashion Design certificate provides students with the comprehensive academic foundation necessary to pursue a career in fashion design. Coursework provides opportunities for students to develop skills in industrial sewing and garment construction, pattern making, draping, fashion illustration, product development, elements of design, fashion history, textiles, CAD design, and careers within the apparel and textile industry. All Fashion Design students are required to complete an industry internship, create an industry resume/portfolio and tour major fashion companies in the southern California area. Additionally, all students will have the opportunity to participate and show their work in the annual fashion show. This certificate is designed for students looking to obtain the necessary skills for immediate entry into the workforce in the area of fashion design. Possible occupations include: Assistant Fashion Designer, Design Room Assistant, Sewing Machine Operator, Tailor, Dressmaker, Custom Sewer, and Fabric and Apparel Patternmakers. Also, this certificate provides the foundation for the Advanced Fashion Design and Apparel Manufacturing certificate.

#### Program Student Learning Outcomes

Students who complete this program will be able to:

- Produce a professional portfolio showcasing their skills. This portfolio will increase job opportunities in the field as well as promotion for those already employed.
- Successfully complete an industry internship including the completion of three individual goals/objectives as determined by themselves and an industry supervisor. Internships give students work experience desirable in job applicants.
- Create a professional resume showcasing their skills. This will increase job opportunities in the field as well as promotion for those already employed.

## Required Core

Co

	Total Units for the Certificate	36
	Easy Cart Shop	1
and FASH 225«	Apparel Cart – Fashion Retailing Online with	
	Certification	1
FASH 204«	Understanding Apparel Principles-AIMS	
or		
FASH 155*«	The Digital Fashion Image	2
FASH 254	Fashion in Southern California	1
or		
FASH 247	Special Events Participation	1
FASH 154	Fashion Illustration	3
FASH 150	Fashion Apparel and Professional Techniques	3
CWE 180*†	Co-Op-Ed Fashion	1
and	Internship	I
FASH 144 FASH 145*§		5 1
FASH 141 FASH 144	Apparel Selection Fashion Trends and Cultural Costumes	3
FASH 132*	Draping Fashion Designs	3 3
FASH 130*	Flat Pattern Design	4
FASH 211*	Advanced Dressmaking and Custom Sewing	3
Or	Adversed Deservatives and Costors Couries	2
FASH 124*	Wearable Art	3
or		_
FASH 112*	Fashion SewingAdvanced	3
FASH 111*	Sewing for Fashion Design II	3
FASH 101	Introduction to Fashion Careers	3
FASH 31	Textiles	3
ourse ID	Title	Units

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

† Recommended to be taken in last semester of program.

§ Must be taken concurrently with CWE 180.

«Take FASH 155 OR both FASH 204 and FASH 225.

#### Current

# **Fashion Design** Associate in Science

The Fashion Design program prepares the student for entry-level positions in the field of Fashion Design. They will be able to design clothing using the three major design procedures: flat pattern-making, draping on a dress form, and designing by sketching.

#### **Program Student Learning Outcomes**

Students who complete this program will be able to:

- Produce a professional portfolio showcasing their skills. This portfolio will increase job opportunities in the field as well as promotion for those already employed.
- Successfully complete an industry internship including the completion of three individual goals/objectives as determined by themselves and an industry supervisor. Internships give students work experience desirable in job applicants.
- Create a professional resume showcasing their skills. This will increase job opportunities in the field as well as promotion for those already employed.

#### **Required** Courses Course ID

FASH 216

FASH 219

Course ID	Title	Units
FASH 31	Textiles	3
or		
BUS 31	Textiles	
FASH 101	Introduction to Fashion Careers	3
FASH 111*	Sewing for Fashion Design II	3
FASH 112* or	Fashion SewingAdvanced	3
FASH 124* or	Wearable Art	3
FASH 211*	Advanced Dressmaking and Custom Sewing	3
FASH 130*	Flat Pattern Design	4
FASH 132*	Draping Fashion Designs	3
FASH 141	Apparel Selection	3
FASH 144	Fashion Trends and Cultural Costumes	3
FASH 145*§	Internship	1
or		
BUS 145*§	Internship	1
and		
CWE 180*†	Co-Op-Ed Fashion	1
FASH 150	Fashion Apparel and Professional Techniques	3
FASH 154	Fashion Illustration	3
FASH 247 or	Special Events Participation	1
FASH 254	Fashion in Southern California	1
<b>FASH 260</b> *∝ or	The Digital Fashion Image	2
FASH 204«	Understanding Apparel Principles-AIMS Certification	1
and		
FASH 225«	Apparel Cart – Fashion Retailing Online with Easy Cart Shop	1
	Total Units for the Major	36
Optional Lab/S		
FASH 212	Construction Lab	<del>1</del>
	Designer's Lab	•
FASH 214*	Couture Lab	1

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

1

Costumer's Lab

Dressmaking Lab

FASH 220\* Tailor's Lab

## Revised **Fashion Design Associate of Science**

The Fashion Design Associate of Science degree provides students with the comprehensive academic foundation necessary to pursue a career in fashion design. Coursework provides opportunities for students to develop skills in industrial sewing and garment construction, pattern making, draping, fashion illustration, product development, elements of design, fashion history, textiles, CAD design, and careers within the apparel and textile industry. Students who complete this program will be prepared for entry-level positions in fashion design. Possible occupations include: Assistant Fashion Designer, Design Room Assistant, Sewing Machine Operator, Tailor, Dressmaker, Custom Sewer, and Fabric and Apparel Patternmaker.

## Program Student Learning Outcomes

Students who complete this program will be able to:

- Produce a professional portfolio showcasing their skills. This portfolio will increase job opportunities in the field as well as promotion for those already employed.
- Successfully complete an industry internship including the completion of three individual goals/objectives as determined by themselves and an industry supervisor. Internships give students work experience desirable in job applicants.
- Create a professional resume showcasing their skills. This will increase job opportunities in the field as well as promotion for those already employed.

#### Required Core

	Total Units for the Major	36
FASH 225«	Apparel Cart – Fashion Retailing Online with Easy Cart Shop	1
and	Annoval Cart - Fachian Datailing Online with	
	Certification	1
or FASH 204«	Understanding Apparel Principles-AIMS	
<u>FASH 155</u> *«	The Digital Fashion Image	2
FASH 254	Fashion in Southern California	1
or		
FASH 247	Special Events Participation	1
FASH 154	Fashion Illustration	3
FASH 150	Fashion Apparel and Professional Techniques	3
CWE 180*†	Co-Op-Ed Fashion	1
and	internship	'
FASH 145*§	Internship	1
FASH 144	Eashion Trends and Cultural Costumes	3
FASH 141	Apparel Selection	3
FASH 132*	Draping Fashion Designs	3
FASH 130*	Flat Pattern Design	4
or FASH 211*	Advanced Dressmaking and Custom Sewing	3
FASH 124*	Wearable Art	3
or		
FASH 112*	Fashion SewingAdvanced	3
FASH 111*	Sewing for Fashion Design II	3
FASH 101	Introduction to Fashion Careers	3
FASH 31	Textiles	3
Course ID	Title	Units
nequired <u>core</u>		

#### Total Units for the Major

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

† Recommended to be taken in last semester of program.

§ Must be taken concurrently with CWE 180.

«Take FASH 260 OR both FASH 204 and FASH 225.

#### Associate in Science Degree

Completion of the **certificate program** and a minimum of 60 units including the **g**eneral **e**ducation requirements with an overall GPA of 2.0 qualifies the student for the Associate **in** Science degree. A minimum of 12 units 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.

Suggested coursework not required for the major: BUS 136, BUS 138, BUS 160; ETT 42, FCS 115; FASH 120\*, FASH 147, **FASH 209\*, FASH 221\*,** FASH 230\*, FASH 235\*.

+ Recommended to be taken in last semester of program.

§ Must be taken concurrently with CWE 180.

«Take FASH 155 OR both FASH 204 and FASH 225.

## Associate of Science Degree

Completion of the <u>courses above</u> and a minimum of 60 units including the <u>G</u>eneral <u>E</u>ducation requirements with an overall GPA of 2.0 qualifies the student for the Associate <u>of</u> Science degree. A minimum of 12 units 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.

Suggested coursework not required for the major: BUS 136, BUS 138, BUS 160; ETT 42; FCS 115; FASH 120\*, FASH 147, FASH 230\*, FASH 235\*.

## Current General Education CSU-GE Certificate of Achievement

Students may earn a certificate of achievement in general education upon completion of a pattern of approved courses intended for transfer.

## **Program Student Learning Outcomes**

Students who complete this program will be able to:

- Explain the values of a culture as expressed through its art or language.
- Demonstrate effective expository and persuasive writing skills.
- Develop a reasoned solution to a problem.
- Evaluate new and accepted ideas about the natural universe using testable methodology.
- Evaluate the methods of inquiry and evidence used in the behavioral and social sciences.

## California State University General Education Certification (CSU-GE)

Completion of a minimum of 39 units including all requirements of the California State University General Education certification.

# SEE THE ARTICULATION/TRANSFER PATTERN SECTION OF THE CATALOG FOR A LIST OF SPECIFIC COURSE REQUIREMENTS

## Revised General Education CSU-GE Certificate of Achievement

Students may earn a <u>C</u>ertificate of <u>A</u>chievement in <u>G</u>eneral <u>E</u>ducation upon completion of a pattern of approved courses intended for transfer. <u>See www.assist.org for additional information.</u>

#### **Program Student Learning Outcomes**

Students who complete this program will be able to:

- Explain the values of a culture as expressed through its art or language.
- Demonstrate effective expository and persuasive writing skills.
- Develop a reasoned solution to a problem.
- Evaluate new and accepted ideas about the natural universe using testable methodology.
- Evaluate the methods of inquiry and evidence used in the behavioral and social sciences.

## California State University General Education Certification (CSU-GE)

Completion of a minimum of 39 units including all the requirements of the California State University General Education Certification. SEE THE ARTCULATION/TRANSFER PATTERN SECTION OF THE CATALOG FOR A LIST OF SPECIFIC COURSE REQUIREMENTS.

Course ID	Title	<u>Units</u>
Required Core	39 Units	
Area A: Englis	h Language, Communication and Critical	<u>Thinking 9</u>
units required.	. Complete one course in Area A1, A2, ar	d A3.
A1 Oral Comm	unication	
COMM 1*	Communication Fundamentals	3
Or		
COMM 1H*	Honors Communication Fundamentals	3
COMM 5	Interpersonal Communication	<u>3</u> 3
A2 Written Co		
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
A3 Critical Thi	nking	
ENG 1B*	Principles of Composition II	3
Or	· ·	
ENG 1BH*	Honors Principles of Composition II	3
ENG 70*	Reasoning and College Reading	3
PHIL 12*	Introduction to Logic	3
COMM 2*	Persuasion	<u>3</u> <u>3</u> <u>3</u> 3
COMM 3*	Argumentation and Debate	3
Area B: Scienti	fic Inquiry and Quantitative Reasoning –	9 units

<u>Area B: Scientific Inquiry and Quantitative Reasoning – 9 units</u> required.

Complete one course from Area B1 and one course from Area B2. One course must have a laboratory. #denotes laboratory courses. Complete one Math course from Area B4.

<b>B1</b> Physical Sci	<u>ence</u>	
ASTR 20	General Astronomy	3
ASTR 20	General Astronomy	3
And	-	
ASTR 25*#	Observational Astronomy	3
ASTR 21	The Solar System	3
CHEM 1A*#	General Chemistry	5
CHEM 1B*#	General Chemistry	5
CHEM 2*#	General Chemistry Principles	2
CHEM 3*#	Fundamental Chemistry	4
CHEM 12A*#	Organic Chemistry	5
CHEM 12B*#	Organic Chemistry	5
CHEM 13*	Organic Chemistry Principles	3
CHEM 108#	Introduction to General, Organic, and	
	Biochemistry	4
ENV 23#	Environmental Geology	4

		-
GEOG 1	Physical Geography	3
<u>Or</u>		-
GEOG 1H	Honors Physical Geography	3
GEOG 1	Physical Geography	3
And	Dhusiaal Caasaa hu lahasataa	
GEOG 1L*#	Physical Geography Laboratory	
GEOL 1#	Introduction to Physical Geology	4
GEOL 2*#	Historical Geology	4
GEOL 3	Geology of California	3
GEOL 4 GEOL 7	Natural Disasters	<u>3</u> 3
GEOL 7 GEOL 20#	Weather and Climate Introduction to Earth Science	<u> </u>
GEOL 20#	The Solar System	3
GEOL 23#	Environmental Geology	4
MS 4#	Southern California Coastal Ecology	4
MS 20#	Introduction to Oceanography	4
PHYS 1A*#	Physics with Calculus for Chemistry and	
	Life Sciences I	4
PHYS 1B*#	Physics with Calculus for Chemistry and	
	Life Sciences II	4
PHYS 2A*#	Introduction to Physics	5
PHYS 2B*#	Introduction to Physics	5
PHYS 4A*#	General Physics	5
PHYS 4B*#	General Physics	5
PHYS 4C*#	General Physics	5
PHYS 20#	The Ideas and Events of Physics	4
	,,,,,,,,,_	
<b>B2 Biological S</b>	Science	
ANTH 1	Biological Anthropology	3
Or		
ANTH 1H	Honors Biological Anthropology	3
ANTH 1	Biological Anthropology	3
And	5 . 55	
ANTH 1L*#	Biological Anthropology Laboratory	1
BIO 3A*#	General Biology I	5
Or		
BIO 3AH*#	Honors General Biology I	5
BIO 3B*#	General Biology II	5
Or		
BIO 3BH*#	Honors General Biology II	5
BIO 3C*#	Biochemistry and Molecular Biology	5
BIO 4A*#	Principles of Cellular Biology	4
BIO 4B*#	Principles of Organismal Biology	4
<u>BIO 11*#</u>	Human Anatomy	4
<u>BIO 12*#</u>	Human Physiology	4
<u>BIO 15*#</u>	General Microbiology	5
<u>BIO 19#</u>	Marine Biology	4
BIO 20#	Introduction to Biology	4
BIO 22*	Human Genetics	3
BIO 28*	Plants and Human Affairs	3
BIO 30*	Human Biology	3
BIO 31*#	Biology of Plants	4
BIO 40	Evolution	3
BIO 43*	Animal Behavior	3
BIO 113#	Human Anatomy and Physiology	4
ENV 18#	Introduction to Ecology	4
ENV 24#	Natural History of California	4
HORT 20#	Introduction to Horticultural Science	4
<u>PSYC 3*</u>	Biological Psychology	4

<b>B4</b> Mathemat	ics	
<u>MATH 2*</u>	Pre-Calculus Mathematics	5
MATH 3A*	Analytic Geometry and Calculus	5
<u>Or</u>		
MATH 3AH*	Honors Analytic Geometry and Calculus	5
<u>MATH 3B*</u>	Analytic Geometry and Calculus	5
MATH 3C*	Analytic Geometry and Calculus	5
<u>MATH 7*</u>	College Algebra	5
<u>MATH 8*</u>	College Algebra for Brief Calculus	5
MATH 10*	Introduction to Statistics	3
MATH 11*	A Brief Course in Calculus	5
MATH 14*	Mathematics for Elementary School	
	Teachers	4
MATH 24*	Elementary Differential Equations	4
MATH 26*	Introduction to Linear Algebra	4
MATH 103*	Mathematical Ideas	3
<u>MATH 124*</u>	Trigonometry	3
<u>PSYC 44*</u>	Statistics for the Behavioral Sciences	3

Area C: Arts and Humanities 9 units required. Complete one Course from Area C1 and one course from Area C2. Complete a third course from either Area. C1Arts

<u>C1Arts</u>		
ARCH 12	History of Architecture	3
ART 4	Fundamentals of Arts	3
ARTH 20	Art Appreciation	3
ARTH 21	Women and Art	3
ARTH 22	Survey of Asian Art	3
ARTH 23	African, Oceanic, and Ancient North	
	American Art	3
ARTH 24	Indigenous Arts of the Americas	3
ARTH 25	Survey of Art History – Ancient Worlds to	
	Gothic	3
ARTH 26*	Survey of Western Art History – Renaissand	ce
	to Contemporary	3
<u>ARTH 27</u>	History of American Art	3
ARTH 29	Introduction to World Art	3 3
ARTH 30	History of Modern Art 1825-1945	3
ARTH 32	Survey of Contemporary Art	3
COMM 32*	Interpreters' Theatre	3
CTVR 2	History and Appreciation of Television	
	Broadcasting	3
CTVR 3	History and Appreciation of American	
	Cinema	3
CTVR 5	History and Appreciation of International	
	Cinema	3
CTVR 7	Cross Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3
DANC 64	History of Dance	3
DANC 74	Multicultural Dance History in the United	
	States	3
FA 27	Introduction to Fine Arts	3
FASH 144	Fashion Trends and Cultural Costumes	3
<u>GD 1</u>	History of Animation	3
<u>GD 2</u>	History of Graphic Design	3 3
HORT 115	History of Landscape Design	
ID 110	Fundamentals of Interior Design	3
ID 122	History of Interior Architecture and	
	Furnishings I	3
ID 125	History of Interior Architecture and	
	Furnishings II	3
<u>MUS 1</u>	The Basic of Music	3
MUS 20	Music Appreciation	3
<u>MUS 23</u>	Introduction to World Music	3

MUS 24	Music since 1900	3
MUS 27	History of Jazz	3
MUS 28	History of Rock	3
MUS 32*	Singing Society	2
MUS 33*	Masterworks Chorale	2
MUS 34*	Early Music Ensemble	2
MUS 35*	Contemporary Choir	2
MUS 47*	Saddleback College Big Band	2
PHOT 25	History of Photography	3
TA 10	Musical Theatre Techniques	3
TA 11	Stage Movement	3
TA 20	Theatre Appreciation	3
TA 22	Musical Theatre History and Appreciation	3
TA 25	Theatre History – Primitive to Renaissance	3
TA 26	Theatre History – Renaissance to	-
17.20	Contemporary	3
TA 110	Chicana(o) Latina(o) Theatre	3
		5
C2 Humanities	S	
ARAB 1*	Elementary Arabic	5
ARAB 2*	Elementary Arabic	5
ARAB 3*	Intermediate Arabic	5
ARAB 4*	Intermediate Arabic	5
ARAB 10*	Intermediate Conversational Arabic	3
ARAB 21	Introduction to Arabic Culture	3
CHI 1*	Elementary Chinese	5
CHI 2*	Elementary Chinese	5
CHI 3*	Intermediate Chinese	5
<u>CHI 4*</u>	Intermediate Chinese	5
<u>CHI 21*</u>	Introduction to Chinese Culture and	
	Influence in the U.S.	3
COMM 30	Introduction to Oral Interpretation	3
ENG 3*	Introduction to Creative Writing	3
ENG 4*	Fiction Fundamentals	3
ENG 15A*	Survey of American Literature – 1620-1860	3
ENG 15B*	Survey of American Literature – 1860-	
	Contemporary	3
ENG 17A*	Survey of English Literature – Beowulf to	
-	Romantic Movement	3
ENG 17B*	Survey of English Lit – Romantic Movement	
	to the Present	3
ENG 18*	Shakespeare – The Tragedies	3
ENG 19*	Shakespeare – The Comedies	3
ENG 21A*	World Literature – Ancient to 17 <sup>th</sup> Century	3
ENG 21B*	World Literature – 17 <sup>th</sup> Century to Modern	5
ENG ZID	Period	3
ENG 22*	Introduction to Shakespeare	3
ENG 24*	Ethnic Voices in Literature – The American	_
	Experience	3
ENG 25*	Introduction to Literature	3
ENG 27A*	Introduction to the Novel	3
Or	_	
ENG 27AH*	Honors Introduction to the Novel	3
ENG 44*	Classical Mythology	3
ENG 52*	The Film as Literature	3
ENG 142*	Children's Literature	3
FR 1*	Elementary French	5
FR 2*	Elementary French	5
FR 3*	Intermediate French	5
FR 4*	Intermediate French	5
FR 10*	Intermediate Conversational French	3
FR 21*	Introduction to French Language and	5
111 41		3
	Culture	

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<u>GER 1*</u>	Elementary German	5
GER 2*	Elementary German	5
<u>GER 3*</u> GER 4*	Intermediate German Intermediate German	5
HIST 4	World History to 1500	3
HIST 5	World History since 1500	3
HIST 16	History of the United States to 1876	3
HIST 17	History of the United States since 1876	3
HON 11H*	Honors Culture, Science, Society – The	-
	Renaissance	3
HON 12H*	Honors Culture, Science, Society – The Post-	
	Modern World	3
HON 13H*	Honors Culture, Science, Society – Power,	
	Resistance, Empire	3
<u>HON 14H*</u>	Honors Culture, Science, Society – Trans-	
	Formation of Empire	3
HON 15H*	Honors Culture, Science, Society – From	
	Philosophy to Science	3
HON 16H*	Honors Culture, Science, Society – Natural	
	And Social Science	3
<u>HUM 1*</u>	Introduction to Humanities	3
HUM 2*	Origins of Western Culture in Literature	3
HUM 3*	The Culture of Medieval and Renaissance	
	Europe	3
HUM 21*	The Search for Meaning – Ideas of Self	
	Across Cultures	3
<u>HUM 25*</u>	Planet Earth – Contemporary Issues and	_
	Controversies	3
<u>HUM 30BH*</u>	Honors Culture, Science, Society B-Power,	_
	Resistance, Empire	3
HUM 30CH*	Honors Culture, Science, Society C – Nature	2
	& Politics I	3
<u>HUM 31BH*</u>	Honors Culture, Science, Society B-	2
HUM 31CH*	Transformation of Empire Honors Culture, Science, Society C – Nature	3
	& Politics II	3
ITA 1*	Elementary Italian	5
ITA 2*	Elementary Italian	5
ITA 3*	Intermediate Italian	5
ITA 4*	Intermediate Italian	5
ITA 21*	Introduction to Italian Culture	3
JA 1*	Elementary Japanese	5
JA 2*	Elementary Japanese	5
JA 3*	Intermediate Japanese	5
JA 4*	Intermediate Japanese	5
<u>JA 21*</u>	Introduction to Japanese Culture	3
<u>KOR 1*</u>	Elementary Korean	5
KOR 2*	Elementary Korean	5
KOR 3*	Intermediate Korean	5
KOR 4*	Intermediate Korean	5
KOR 21*	Introduction to Korean Culture	3
<u>PHIL 1*</u>	Introduction to Philosophy	3
<u>Or</u>		_
PHIL 1H*	Honors Introduction to Philosophy	3
PHIL 2*	History of Ancient Philosophy	3
<u>PHIL 5*</u> PHIL 10*	History of Modern Philosophy World Religions	3
PHIL 10* PHIL 14*	Philosophy of Religion	3
PHIL 15*	Introduction to Ethics	3
PORT 1*	Elementary Portuguese	5
PORT 2*	Elementary Portuguese	5
PORT 3*	Intermediate Portuguese	5
PORT 4*	Intermediate Portuguese	5
PORT 21	Introduction to Portuguese and Brazilian	-
	Culture	3
-		

PRSN 1*	Elementary Persian	5
PRSN 2*	Elementary Persian	5
PRSN 3*	Intermediate Persian	5
PRSN 4*	Intermediate Persian	5
PRSN 21*	Introduction to Persian Culture	3
<u>SL 1*</u>	American Sign Language I	4
<u>SL 2*</u>	American Sign Language II	4
<u>SL 3*</u>	American Sign Language III	4
<u>SL 4*</u>	American Sign Language IV	4
<u>SPAN 1*</u>	Elementary Spanish	5
Or		
SPAN 1H*	Honors Elementary Spanish	5
<u>SPAN 2*</u>	Elementary Spanish	5
Or		
SPAN 2H*	Honors Elementary Spanish	5
SPAN 3	Intermediate Spanish	5
<u>SPAN 4*</u>	Intermediate Spanish	5
<u>SPAN 10*</u>	Intermediate Conversational Spanish	3
<u>SPAN 11*</u>	Advanced Conversational Spanish	3
SPAN 20A*	Civilization of Spain through 1898	3
SPAN 20B*	Civilization of Span 1898 to Present	3
SPAN 21A*	Civilization of Latin America through 1900	3
SPAN 21B*	Civilization of Latin America 1900-Present	3
SPAN 21C*	Hispanic Culture and Literature in the Unite	d
	States	3
	Sciences 9 units required.	
Choose three	<u>courses from a least two different subjects</u>	
ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Honors Cultural Anthropology	3
<u>ANTH 3*</u>	Culture and Language	3
ANTH 4	Native American Cultures	3
ANTH 5	Anthropology of Latin America-Culture,	
	Identity, and Power	3
ANTH 6*	Global Issues in Anthropological	
ANTHO		-
A.N.T.L. O	Perspective	3
ANTH 8	World Prehistory	3
ANTH 9	Introduction to Archaeology	3
<u>ANTH 10</u>	Celtic Cultures	3
ANTH 13	Magic, Witchcraft, and Religion	3
ANTH 15	The World of Primates	3
ANTH 17	The Biological Evolution of Human Nature	3
ANTH 21	Women, Gender, and Culture - Cross-	-
ANTEZI	Cultural Perspectives	3
CDE 7*		
-	Child Growth and Development	3
<u>Or</u>	Honors Child Growth and Dovelonment	2
CDE 7H*	Honors Child Growth and Development	3
<u>CDE 15*</u>	Child, Family, and Community	<u>3</u> 3
<u>COMM 20</u>	Intercultural Communication Mass Media and Society	
CTVR 1		<u>3</u> 3
ECON 2*	Principles (MACRO)	<u> </u>
	Lleners Drinsinles of Massacanomiss	2
ECON 2H*	Honors Principles of Macroeconomics	3
ECON 4	Principles (MICRO)	3
<u>Or</u>	Han and Dain sin last of Balling and state	~
ECON 4H*	Honors Principles of Microeconomics	3
ECON 11	International Political Economy	3
ECON 20	The American Economy	3

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ENV 1	Introduction to Environmental Studies	3
ENV 6*	Scarcity and Environment	3
<u>ES 1</u>	Multicultural Experiences in the United	~
56.0	States	3
<u>ES 3</u>	Introduction to Chicana(o) and Latina(o)	2
6506.2	Cultures	3
GEOG 2	Cultural Geography	3
<u>Or</u>		~
GEOG 2H	Honors Cultural Geography	3
GEOG 3	World Regional Geography	3
GEOG 38	California Geography	3
GLST 1*	Introduction to Global Studies	3
GLST 2*	Global Issues	3
HIST 11	Perspectives of Peace Studies	3
HIST 12	Revolutions and Revolts	<u>3</u> 3
HIST 15	The Vietnam War	
HIST 16	History of the United States to 1876 History of the United States since 1876	3
<u>HIST 17</u> HIST 19	United States since 1945	<u>3</u> 3
HIST 20	Ethnic Cultures of the United States	3
HIST 20	Women in United States History – A Multi-	2
	Cultural Perspective	2
HIST 22	Survey of United States History	<u>3</u> 3
HIST 27	Latin America – Pre-European to	2
	Independent Nationhood	3
HIST 28	Latin America – 1800 to the Present	3
HIST 28	Film and History in Latin America	3
HIST 30	History of Mexico	3
HIST 32	California History	3
HIST 33	Chicano – Latino American History	3
HIST 62	European History to 1650	3
HIST 63	European History since 1650	3
HIST 70	History of Asia to 1800	3
HIST 71	History of Asia since 1800	3
HIST 72	History of China	3
HIST 74	History of the Middle East to 1800	3
HIST 75	History of the Modern Middle East	3
HIST 80	Introduction to Contemporary Africa	3
HIST 81	African American History	3
HS 100*	Introduction to Human Services	3
HS 120*	Human Development in the Social	_
115 120	Environment	3
JRN 1	Mass Media and Society	3
PS 1	American Government	3
Or	American dovernment	-
PS 1H	Honors American Government	3
PS 4	Introduction to Political Science	3
PS 10H	Honors Political Theory	3
PS 11	International Political Economy	3
PS 12	Comparative Politics and Government	3
PS 14	International Relations	3
PS 80	Introduction to Contemporary Africa	3
PSYC 1	Introduction to Psychology	3
<u>Or</u>		
PSYC 1H	Honors Introduction to Psychology	3
PSYC 2*	Research Methods in Psychology	3
<u>Or</u>		
PSYC 2H*	Honors Research Methods in Psychology	3
		-

PSYC 4	Introduction to Cognitive Psychology	3
PSYC 5*	Psychological Aspects of Human Sexuality	3
<u>PSYC 7*</u>	Developmental Psychology – Childhood	
	through Adolescence	3
PSYC 16*	Introduction to Cross-Culture Psychology	3
PSYC 21	The Psychology of Women	3
PSYC 30*	Social Psychology	3
PSYC 33	Psychology of Adjustment	3
PSYC 37*	Abnormal Behavior	3
PSYC 125*	Psychology of Aging	3
SOC 1	Introduction of Sociology	3
SOC 2	Social Problems	3
SOC 6	Introduction to Asian Cultures in the United	<u>d</u>
	States	3
SOC 10	Introduction to Marriage and the Family	3
SOC 15*	Socialization of the Child	3
SOC 20	Ethnic Cultures of the United States	3
SOC 21	Women in Contemporary Society	3
SOC 23	Food and Society	3
SOC 25	Social Stratification	3
SOC 30*	Social Psychology	3
SOC 125	Sociology of Aging	3
<u>WS 10</u>	Introduction to Women's Studies	3
Or		
WS 10H	Honors Intro to Women's Studies	3
<u>WS 11H</u>	Honors Introduction to Feminist Theory	3
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NAC AF		-
<u>WS 15</u>	Introduction to Queer Studies	3
WS 15 WS 31		3
	Gender and Popular Culture	
WS 31		3
WS 31 AREA E: Lifelor	Gender and Popular Culture	3 nits
WS 31 AREA E: Lifelor	Gender and Popular Culture ng Understanding and Self-Development 3 u aximum of 2 units is permitted for activity co	3 nits
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WS 31 AREA E: Lifelor required. A ma DANC/KNES/K BUS 16	Gender and Popular Culture ng Understanding and Self-Development 3 u aximum of 2 units is permitted for activity co NEA/PE Personal Law, Street Law	3 nits purse in 3
WS 31 AREA E: Lifelor required. A ma DANC/KNES/KI BUS 16 CDE 7*	Gender and Popular Culture ng Understanding and Self-Development 3 u aximum of 2 units is permitted for activity co NEA/PE Personal Law, Street Law	3 nits purse in 3
WS 31 AREA E: Lifelor required. A ma DANC/KNES/KI BUS 16 CDE 7* Or	Gender and Popular Culture ng Understanding and Self-Development 3 u aximum of 2 units is permitted for activity co NEA/PE Personal Law, Street Law Child Growth and Development	3 nits purse in 3 3
WS 31 AREA E: Lifelor required. A ma DANC/KNES/KI BUS 16 CDE 7* Or CDE 7H*	Gender and Popular Culture ng Understanding and Self-Development 3 u aximum of 2 units is permitted for activity co NEA/PE Personal Law, Street Law Child Growth and Development – Honors Child Growth and Development	3 nits purse in 3 3
WS 31 AREA E: Lifelor required. A ma DANC/KNES/KI BUS 16 CDE 7* Or CDE 7H* COUN 140	Gender and Popular Culture ng Understanding and Self-Development 3 u aximum of 2 units is permitted for activity co NEA/PE Personal Law, Street Law Child Growth and Development Honors Child Growth and Development Educational and Vocational Planning	3 nits purse in 3 3 3 3
WS 31 AREA E: Lifelor required. A ma DANC/KNES/KI BUS 16 CDE 7* Or CDE 7H* COUN 140 COUN 150	Gender and Popular Culture ng Understanding and Self-Development 3 u aximum of 2 units is permitted for activity co NEA/PE Personal Law, Street Law Child Growth and Development Honors Child Growth and Development Educational and Vocational Planning Helping Relationships	<u>3</u> nits purse in <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u>
WS 31 AREA E: Lifelor required. A ma DANC/KNES/KI BUS 16 CDE 7* Or CDE 7H* COUN 140 COUN 150 COUN 151	Gender and Popular Culture ng Understanding and Self-Development 3 u aximum of 2 units is permitted for activity co NEA/PE Personal Law, Street Law Child Growth and Development Honors Child Growth and Development Educational and Vocational Planning Helping Relationships Human Relationships	<u>3</u> burse in <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u>
WS 31 AREA E: Lifelor required. A ma DANC/KNES/K BUS 16 CDE 7* Or CDE 7H* COUN 140 COUN 150 COUN 150 COUN 151 COUN 151 COUN 160 DANC 38*	Gender and Popular Culture ng Understanding and Self-Development 3 u aximum of 2 units is permitted for activity const NEA/PE Personal Law, Street Law Child Growth and Development Honors Child Growth and Development Honors Child Growth and Development Educational and Vocational Planning Helping Relationships Human Relationships Career and Vocational Exploration Intermediate Mat Pilates	3 nits nurse in 3 3 3 3 3 3 3 3 3 3 3 3 3
WS 31 AREA E: Lifelor required. A ma DANC/KNES/K BUS 16 CDE 7* Or CDE 7H* COUN 140 COUN 150 COUN 151 COUN 151 COUN 151 COUN 160 DANC 38* DANC 38*	Gender and Popular Culture ng Understanding and Self-Development 3 u aximum of 2 units is permitted for activity const NEA/PE Personal Law, Street Law Child Growth and Development Honors Child Growth and Development Honors Child Growth and Development Educational and Vocational Planning Helping Relationships Human Relationships Career and Vocational Exploration Intermediate Mat Pilates	3 nits purse in 3 3 3 3 3 3 3 3 3 3 1
WS 31 AREA E: Lifelor required. A ma DANC/KNES/K BUS 16 CDE 7* Or CDE 7H* COUN 140 COUN 150 COUN 150 COUN 151 COUN 151 COUN 160 DANC 38*	Gender and Popular Culture ng Understanding and Self-Development 3 u aximum of 2 units is permitted for activity constraints NEA/PE Personal Law, Street Law Child Growth and Development Honors Child Growth and Development Educational and Vocational Planning Helping Relationships Human Relationships Career and Vocational Exploration Intermediate Mat Pilates Intermediate Mat Pilates Introduction to Ballet	3 nits purse in 3 3 3 3 3 3 3 3 3 1 1.5
WS 31 AREA E: Lifelor required. A ma DANC/KNES/KI BUS 16 CDE 7* Or CDE 7H* COUN 140 COUN 150 COUN 151 COUN 151 COUN 151 COUN 160 DANC 38* DANC 38*	Gender and Popular Culture ng Understanding and Self-Development 3 u aximum of 2 units is permitted for activity constraints NEA/PE Personal Law, Street Law Child Growth and Development Honors Child Growth and Development Honors Child Growth and Development Educational and Vocational Planning Helping Relationships Human Relationships Career and Vocational Exploration Intermediate Mat Pilates Intermediate Mat Pilates	3 nits purse in 3 3 3 3 3 3 3 3 3 1 1.5 1
WS 31 AREA E: Lifelor required. A ma DANC/KNES/KI BUS 16 CDE 7* Or CDE 7H* COUN 140 COUN 150 COUN 150 COUN 151 COUN 151 COUN 160 DANC 38* DANC 38* DANC 51 DANC 51	Gender and Popular Culture  Ing Understanding and Self-Development 3 u aximum of 2 units is permitted for activity con NEA/PE Personal Law, Street Law Child Growth and Development Honors Child Growth and Development Educational and Vocational Planning Helping Relationships Career and Vocational Exploration Intermediate Mat Pilates Introduction to Ballet Introduction to Ballet	3 nits purse in 3 3 3 3 3 3 3 3 3 1 1.5 1
WS 31 AREA E: Lifelor required. A ma DANC/KNES/KI BUS 16 CDE 7* Or CDE 7H* COUN 140 COUN 150 COUN 150 COUN 151 COUN 160 DANC 38* DANC 38* DANC 51 DANC 52	Gender and Popular Culture  Ing Understanding and Self-Development 3 u aximum of 2 units is permitted for activity con NEA/PE Personal Law, Street Law Child Growth and Development Honors Child Growth and Development Educational and Vocational Planning Helping Relationships Career and Vocational Exploration Intermediate Mat Pilates Introduction to Ballet Ballet Dancing Level I	<u>3</u> nits purse in <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u>
WS 31 AREA E: Lifelor required. A ma DANC/KNES/KI BUS 16 CDE 7* Or CDE 7H* COUN 140 COUN 150 COUN 150 COUN 151 COUN 150 COUN 151 COUN 160 DANC 38* DANC 38* DANC 51 DANC 52 DANC 52	Gender and Popular Culture  Ing Understanding and Self-Development 3 u aximum of 2 units is permitted for activity contents Internet and Development  Honors Child Growth and Development Honors Child Growth and Development Educational and Vocational Planning Helping Relationships Career and Vocational Exploration Intermediate Mat Pilates Intermediate Mat Pilates Introduction to Ballet Ballet Dancing Level I Ballet Dancing Level I	<u>3</u> nits purse in <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>1</u> 1.5 <u>1</u>
WS 31 AREA E: Lifelor required. A ma DANC/KNES/KI BUS 16 CDE 7* Or CDE 7H* COUN 140 COUN 150 COUN 151 COUN 150 COUN 151 COUN 160 DANC 38* DANC 38* DANC 51 DANC 51 DANC 52 DANC 52 DANC 53*	Gender and Popular Culture  ng Understanding and Self-Development 3 u aximum of 2 units is permitted for activity co NEA/PE Personal Law, Street Law Child Growth and Development Honors Child Growth and Development Educational and Vocational Planning Helping Relationships Career and Vocational Exploration Intermediate Mat Pilates Introduction to Ballet Ballet Dancing Level I Intermediate Ballet	<u>3</u> nits purse in <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u>
WS 31 AREA E: Lifelor required. A ma DANC/KNES/K BUS 16 CDE 7* Or CDE 7H* COUN 140 COUN 150 COUN 150 COUN 150 COUN 151 COUN 160 DANC 38* DANC 38* DANC 51 DANC 51 DANC 52 DANC 52 DANC 53* DANC 53*	Gender and Popular Culture Ing Understanding and Self-Development 3 u aximum of 2 units is permitted for activity constraints NEA/PE Personal Law, Street Law Child Growth and Development Honors Child Growth and Development Honors Child Growth and Development Educational and Vocational Planning Helping Relationships Career and Vocational Exploration Intermediate Mat Pilates Intermediate Mat Pilates Intermediate Mat Pilates Introduction to Ballet Ballet Dancing Level I Ballet Dancing Level I Intermediate Ballet Intermediate Ballet	<u>3</u> nits purse in <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u>
WS 31 AREA E: Lifelor required. A ma DANC/KNES/KI BUS 16 CDE 7* Or CDE 7H* COUN 140 COUN 150 COUN 150 COUN 151 COUN 160 DANC 38* DANC 51 DANC 51 DANC 52 DANC 52 DANC 53* DANC 54	Gender and Popular Culture Ing Understanding and Self-Development 3 u aximum of 2 units is permitted for activity constraints NEA/PE Personal Law, Street Law Child Growth and Development Honors Child Growth and Development Honors Child Growth and Development Educational and Vocational Planning Helping Relationships Career and Vocational Exploration Intermediate Mat Pilates Intermediate Mat Pilates Intermediate Mat Pilates Introduction to Ballet Ballet Dancing Level I Ballet Dancing Level I Intermediate Ballet Intermediate Ballet Intermediate Ballet Intermediate Ballet	<u>3</u> nits purse in <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u>
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WS 31 AREA E: Lifelor required. A ma DANC/KNES/K BUS 16 CDE 7* Or CDE 7H* COUN 140 COUN 150 COUN 150 COUN 150 COUN 151 COUN 160 DANC 38* DANC 38* DANC 51 DANC 51 DANC 51 DANC 52 DANC 53* DANC 53* DANC 54 DANC 55* DANC 55*	Gender and Popular Culture  ng Understanding and Self-Development 3 u aximum of 2 units is permitted for activity con NEA/PE Personal Law, Street Law Child Growth and Development  Honors Child Growth and Development Honors Child Growth and Development  Career and Vocational Planning Helping Relationships Career and Vocational Exploration Intermediate Mat Pilates Introduction to Ballet Ballet Dancing Level I Ballet Dancing Level I Intermediate Ballet Introduction to Modern Dance Modern Dance Modern Dance Level I Intermediate Modern Dance	<u>3</u> nits purse in <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u> <u>3</u>

DANC 57	Introduction to Jazz Dancing	1.5
DANC 58	Jazz Dancing Level I	1
DANC 58	Jazz Dancing Level I	1.5
DANC 58	Intermediate Jazz Dancing	<u>1.5</u>
DANC 59*	Intermediate Jazz Dancing	1.5
DANC 60	Introduction to Tap Dancing	<u>1.5</u>
DANC 61	Tap Dancing Level I	1
DANC 62*	Intermediate Tap Dancing	1
DANC 63	Exercise for Dancers	1
FASH 141	Apparel Selection	3
FCS 115	Consumer Issues	3
FCS142	Life Management	3
FN 50	Fundamentals of Nutrition	3
FN 64	Nutrition Issues and Controversies	3
HLTH 1	Contemporary Health Issues	
HLTH 3	Women's Health Issues	<u>3</u>
		2
<u>HS 175</u>	Substance Abuse Education, Prevention,	<b>`</b>
	And Intervention	3
<u>HSC 151</u>	Intro to Therapy and Career Exploration	-
	of Rehabilitation	3
KNEA 1	Adapted Strength Training	1
KNEA 1	Adapted Strength Training	1.5
KNEA 107	Survey and Assessment of Fitness	1
<u>KNEA 151</u>	Intro to Therapy And Career Exploration	
	of Rehabilitation	3
KNES 1	Cardiovascular Conditioning	1
KNES 1	Cardiovascular Conditioning	1.5
KNES 2	Strength Training	1.5
KNES 3	Circuit Weight Training	1
KNES 3	Circuit Weight Training	1.5
KNES 4	Beginning Weight Lifting	1
KNES 4	Beginning Weight Lifting	1.5
KNES 5*	Intermediate Weight Lifting	1
KNES 5*	Intermediate Weight Lifting	1.5
KNES 6*	Advanced Weight Lifting	1
KNES 6*	Advanced Weight Lifting	1.5
KNES 7	Step Training	1
KNES 8	Beginning Cardio Kickboxing	1
KNES 8	Beginning Cardio Kickboxing	1.5
KNES 9	Stretching, Flexibility, and Conditioning	1
KNES 9	Stretching, Flexibility, and Conditioning	1.5
KNES 10	Cross Training	1
KNES 10	Cross Training	1.5
KNES 17	Beginning Bowling	1
<b>KNES 18*</b>	Intermediate Bowling	1
KNES 19	Beginning Cycling and Spinning	1
KNES 19	Beginning Cycling and Spinning	1.5
KNES 20	Beginning Golf I	1
KNES 20	Beginning Golf I	1.5
KNES 21*	Beginning Golf II	1
KNES 21*	Beginning Golf II	1.5
KNES 22*	Intermediate Golf	1.5
KNES 22*	Intermediate Golf	1.5
KNES 23*	Advanced Golf	1.5
KNES 23*	Advanced Golf	1.5
KNES 24	Beginning Tennis I	<u>1.5</u>
KNES 24	Beginning Tennis I	1.5
KNES 25*	Beginning Tennis I	<u>1.5</u> 1
<u>KINES 25"</u>		

KNES 25*	Beginning Tennis II	1.5
KNES 26*	Intermediate Tennis	1
KNES 26*	Intermediate Tennis	1.5
KNES 27*	Advanced Tennis	1
KNES 27*	Advanced Tennis	1.5
KNES 28*	Beginning Yoga	1
<u>KNES 28</u>	Beginning Yoga	1.5
KNES 29	Introduction to Tai Chi Ch'uan	1
KNES 31	Muscle Toning for Women	1
<u>KNES 31</u>	Muscle Toning for Women	1.5
KNES 33*	Beginning Surfing I	1
KNES 34*	Beginning Surfing II – Shortboarding	1
KNES 37*	Intermediate Tai Chi Ch'uan	1
KNES 38*	Intermediate Mat Pilates	1
KNES 38*	Intermediate Mat Pilates	1.5
KNES 39*	Intermediate Yoga	1
KNES 39*	Intermediate Yoga	1.5
KNES 41	Swimming for Nonswimmers	1
KNES 41	Swimming for Nonswimmers	1.5
KNES 42*	Intermediate Swimming	1
KNES 42*	Intermediate Swimming	1.5
KNES 44*	Aquatic Conditioning	1
KNES 44*	Aquatic Conditioning	1.5
KNES 49	Agua Aerobics	1
KNES 49	Agua Aerobics	1.5
KNES 50	Aerobic Dance	1
KNES 50	Aerobic Dance	1.5
KNES 63	Beginning Rock Climbing	1
KNES 65	Introduction to Mat Pilates	1
KNES 65	Introduction to Mat Pilates	1.5
KNES 66	Core Training	1
KNES 66	Core Training	1.5
KNES 68	Walking for Fitness	1
KNES 69	Trail Hiking	1
KNES 70	Basketball	<u></u>
KNES 70	Basketball	1.5
KNES 71*	Advanced Basketball	1
KNES 71*	Advanced Basketball	1.5
KNES 72*	Beginning Soccer	1
KNES 72*	Beginning Soccer	1.5
KNES 76	Beginning Volleyball	1.5
KNES 77*	Intermediate Volleyball	1
KNES 78*	Advanced Volleyball	1
KNES 79*	Advanced Baseball	1
KNES 81	Beginning Beach Volleyball	1
KNES 84*	Intermediate Beach Volleyball	<u> </u>
	Intermediate Beach Volleyban	
KNES 88		1
KNES 90	Beginning Self-Defense	1
KNES 91	Intermediate Self-Defense	1
KNES 93	Beginning Karate	<u>1</u>
KNES 94	Beginning Aikido	1
KNES 95*	Intermediate Aikido	1
KNES 97*	Intermediate Karate	1
KNES 107	Fitness Assessment and Survey	1
KNES 187	Beginning Pickleball	1
<u>KNES 199</u>	Street Martial Arts	1

<u>N 161</u>	Lifecycle 2, Growth and Development	1.5
N 165	Lifecycle 1, Fundamentals of Aging	1.5
PSYC 5*	Psychological Aspects of Human Sexuality	3
PSYC 7*	Developmental Psychology – Childhood	
	Through Adolescence	3
PSYC 33	Psychology of Adjustment	3
SOC 126	Death and Dying	3
SOC 180	Introduction to Gerontology	3
WS 120	Women and Careers	3
Noto: CSU Gra	duation requirement in U.S. History Constit	ution

Note: CSU Graduation requirement in U.S. History, Constitution, and American Ideals can be met by completing PS 1 or PS1H and one U.S. History course selected from HIST 16, 17, or 22.

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

## Current General Landscape Design Occupational Skills Award

The General Landscape Design **OSA** encourages students to acquire a comprehensive overview of the drawing, design, and construction materials used by **the** landscape designer. The skills acquired will **enhance the ability** to provide landscaping assistance to customers of retail and wholesale nurseries as well as residential landscape design industries.

## Required Courses

Course ID	Title	Units	
HORT 7	Introduction to Landscape Design	3	
HORT 109	Introduction to Planting Design	3	
HORT 130	Hardscape and Construction Materials		
	Fundamentals	<del>1.5</del>	

Total Units for the Award

7.5

## Revised General Landscape Design Occupational Skills Award

The General Landscape Design <u>Occupational Skills Award</u> encourages students to acquire a comprehensive overview of the drawing, design, and construction materials used by landscape designers. <u>Students completing our program will exhibit</u> <u>competency in hand drafting techniques, the ability to express</u> <u>landscape concepts with plant materials, and hardscape</u> <u>construction principles.</u> The skills acquired will <u>also enhance the</u> <u>ability of students</u> to provide landscaping assistance to customers of retail and wholesale nurseries as well as residential landscape design industries.

## **Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate fundamental skills in the process and techniques of landscape design.
- Demonstrate an understanding of hardscape construction materials and construction processes.
- <u>Demonstrate the skills necessary for employment in</u> <u>the field of residential landscape design and</u> <u>construction.</u>

## Required Core

Course ID	Title	Units
HORT 7	Introduction to Landscape Design	3
HORT 109	Introduction to Planting Design	3
HORT 130	Hardscape and Construction Materials	
	Fundamentals	<u>3</u>

Total Units for the Award <u>9</u>

## Current Plant Identification Occupational Skills Award

The Plant Identification Occupational Skills Award encourages students to master skills required to identify all of the important annuals, groundcovers, vines, trees, shrubs, and native plants used in Southern California landscapes. Award holders will be able to make recommendations for the incorporation of these species into the landscape based on flower color, time of flowering, height, spread, fruit production, and known problems.

#### Required Courses

Course ID	Title	Units
HORT 10	Plant Materials- <b>Herbaceous Plants</b>	3
HORT 11	Plant Materials- <b>Trees and Shrubs</b>	3
HORT 166	<b>Ornamental Native Plants Identification</b>	<del>m 3</del>

Total Units for the Award

Q

## Revised Plant Identification Occupational Skills Award

The Plant Identification Occupational Skills Award encourages students to master skills required to identify all of the important annuals, groundcovers, vines, trees, shrubs, and native plants used in Southern California landscapes. Award holders will be able to make recommendations for the incorporation of these species into the landscape based on flower color, time of flowering, height, spread, fruit production, and known problems. <u>This skill set will support</u> <u>students to gain entry level employment in nurseries (both</u> <u>wholesale and retail), tree care companies, landscape</u> <u>maintenance companies, and more.</u>

## **Program Student Learning Outcomes**

Students who complete this program will be able to:

- Grow and maintain ornamental plant materials.
- Identify local plant materials, including herbaceous and trees, shrubs, and California natives.
- Identify plants contributing to local ecologies and habitats.

#### Required Core

Course ID	Title	Units
HORT 10	Plant Materials- <b>Ornamental</b>	3
HORT 11	Plant Materials- <u>Edibles</u>	3
HORT 166	Native Plants in the Urban Landscape	<u>2</u>

Total Units for the Award 8

ITEM: 5.4 DATE: 1/22/19

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Saddleback College ADA Accessible Ramp (Walkway Lot 9 to Quad) Project, Notice of Completion, Amtek Construction
- **ACTION:** Approval

# BACKGROUND

On April 30, 2018, the Board of Trustees approved a \$445,333 construction contract with Amtek Construction, for the Saddleback College ADA Accessible Ramp (Walkway – Lot 9 to Quad) project. At this January board meeting, staff recommends the Board of Trustees ratify Change Order No. 1 decreasing the contract amount by \$2,707.80, for a revised contract total of \$442,625.20 and increasing the duration by 47 days, for a new completion date of September 20, 2018.

# <u>STATUS</u>

Contract work is complete. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the Saddleback College ADA Accessible Ramp (Walkway – Lot 9 to Quad) project.

Basic aid funds were used from the approved project budget of \$850,000.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion for the Saddleback College ADA Accessible Ramp (Walkway – Lot 9 to Quad) project to Amtek Construction. It is also recommended that the Board authorize the release of retention 35 days after the filing.

Recording Requested By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 6103

## NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: ADA Accessible Ramp (Walkway – Lot 9 to Quad) project at SADDLEBACK COLLEGE, the contract for the doing of which was heretofore entered into the 30<sup>th</sup> day of April 2018, which contract was made with AMTEK CONSTRUCTION, as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 22<sup>nd</sup> day of January 2019, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is OHIO CASUALTY INSURANCE COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

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

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By\_\_\_\_

Ann-Marie Gabel Vice Chancellor, Business Services Dated

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Orange

Subscribed and sworn to (or affirmed) before me

on this \_\_\_\_\_\_, 20 \_\_\_\_\_,

by <u>Ann-Marie Gabel</u> (Name of Signer)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature\_\_\_\_

Signature of Notary Public

(Seal)

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- RE: SOCCCD: Grant Award, Saddleback College, RFA Number: 18-207 Project: Deputy Sector Navigator for Energy, Construction and Utilities Industry Sector
- **ACTION:** Approval

# BACKGROUND

Early October 2018, Saddleback College notified the California Community College Chancellor's Office and Rancho Santiago Community College District of its interest in hosting the Deputy Sector Navigator (DSN) for Energy, Construction and Utilities Industry Sector for the Los Angeles/Orange County region for the 2018-2019 year.

# **STATUS**

On October 25, 2018, Rancho Santiago Community College District notified Saddleback College of its intent to award the college \$200,000 from November 1, 2018 through October 31, 2019. Saddleback College, as host of the DSN for Energy, Construction and Utilities Industry Sector, will work collaboratively with the state Sector Navigator and other state and regional workforce partners to promote this sector in the LA/Orange County region. Grant funds will be utilized to cover the cost of the salary and benefits of the deputy sector navigator position, as well as supplies and other operating costs. John Jaramillo, Dean of Economic and Workforce Development and Business Sciences will oversee the program.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve this award from Rancho Santiago Community College District and the California Community College Chancellor's office for \$200,000 for RFA Number 18-207, Project Deputy Sector Navigator for Energy, Construction and Utilities Industry Sector.

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT UNIT APPLYING: SADDLEBACK COLLEGE

## () GRANT APPLICATION ABSTRACT (x) GRANT ACCEPTANCE ABSTRACT ( ) GRANT RENEWAL ACCEPTANCE ABSTRACT () REVISIONS TO ACCEPTANCE ABSTRACT

- 1. **PROJECT TITLE: Deputy Sector Navigator for Energy, Construction and Utilities**
- **PROJECT DIRECTOR:** John Jaramillo 2.
- 3. **PROJECT ADMINISTRATOR:** John Jaramillo
- **GRANTOR AGENCY: Rancho Santiago Community College District** 4.
- 5. FUNDING SOURCE: CA Community College Chancellor's Office Workforce & Economic **Development Division**
- STARTING AND ENDING DATES OF THE PROJECT: November 1, 2018 to October 31, 6. 2019
- **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):** 7.

Saddleback College will address the goals of RFA Number: 18-207 Deputy Sector Navigator (DSN) for Energy, Construction and Utilities for the Los Angeles/Orange County region. Saddleback College in support of the DSN will work collaboratively with the Sector Navigator and other state and regional workforce partners to promote the sector in the LA/Orange County region. Grant funds will be utilized to support the salary/benefits of the selected DSN as well supplies and other operating costs. John Jaramillo, Dean of Economic and Workforce Development and Business Sciences will oversee the DSN efforts.

#### 8. SUMMARY BUDGET

In Kind Grant Indirect Project Award Matching Costs Total \$200,000 \$200,000 \$7.692 \$200.000 APPROVALS 9. Division/School Deag Chancellor Vice Chancellor of Learning Services Preside t of Instruction Presider Administrative Services

Vice President, College

## **EXPENDITURES SUMMARY**

		GRANT (Amount)		CHING* (ind/Actual)	SOURCE O (Partnership/	F MATCH College/Vendor)
1000	Certificated Salaries	\$ 500		Marcal	<u>u.</u>	
2000	Classified Salaries	<u>\$ 121.776</u>		• • • • • • • • • • • • • • • • • • •		
3000	Benefits	<u>\$ 48,710</u>				
4000	Supplies	\$2,200				
	Contracted Services and Other Expenses	\$ 19,122				
6000	Capital Outlay				41	
	r Charges Indirect Costs)	<u>\$ 7.692</u>				<b>.</b>
тот	ALS	<u>\$ 200.000</u>				
*Mato	ching Funds: "In-Kind" equipment		usually al	ocations of existing	personnel, sp	ace, supplies, and
	PROJI	ECT PERSONNEL	(reflects th	e Expenditure Detail	above)	
	Positions	2	<u>Full-Time</u>	Part-Time	New	Existing
1. 2. 3.	Classified Manager Faculty Classified Staff		[X] [X] [X]	[] [] []	[X] [] []	[] [X] [X]

The Expenditures Summary should follow the standard expenditure categories as used in the operating budget.

PARTNERSHIPS (if applicable)

### GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

This grant sub-agreement (hereinafter "Agreement") is entered into on this 26<sup>th</sup> day of November, 2018, between Rancho Santiago Community College District (hereinafter "RSCCD") and South Orange County Community College District, on behalf of **Saddleback College** (hereinafter "SUBCONTRACTOR"), which is hosting the **Los Angeles and Orange County Deputy Sector Navigator for Energy, Construction & Utilities.** RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "Key Talent Administration and Sector Strategy" grant, Prime Award #18-207-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR's workforce and economic development programs, such as Doing What Matters initiatives and Key Talent positions; and,

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host and supervise the Los Angeles and Orange County Deputy Sector Navigator for Energy, Construction & Utilities, which is supported by the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Parties hereby agree as follows:

# ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from November 1, 2018, through October 31, 2019.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$200,000, with 4% allowable for SUBCONTRACTOR indirect costs.

#### 4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are added, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected, otherwise approval by the PRIME SPONSOR is required.

### 5. Matching Contribution

There is a one-to-one matching requirement for these funds. SUBCONTRACTOR must identify the in-kind and/or cash match in the Scope of Work (*Exhibit A*) that can be used to meet the match requirement. At the end of each project year, SUBCONTRACTOR shall submit documentation that this grant requirement was met as part of the final invoice and/or final reporting process.

### 6. Payment and Invoicing

Payment will occur through a cost-reimbursement process, wherein SUBCONTRACTOR will submit quarterly invoices based on actual expenditures. A quarterly invoice schedule will be provided to SUBCONTRACTOR that aligns with the Chancellor's Office reporting timelines.

SUBCONTRACTOR must include detailed budget reports with their invoices and reference the Agreement number (refer to footer). RSCCD may request additional back-up documentation to determine allowability of expenditures, if needed. Submit invoices to the following address:

Rancho Santiago Community College District ATTN: Sarah Santoyo 2323 North Broadway Santa Ana, CA 92706 Santoyo\_Sarah@rsccd.edu

# 7. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

8. Deputy Sector Navigator Selection and Hiring

The selection of the Deputy Sector Navigators (DSN) and host colleges were conducted independently. If a selected host college is different from the college identified in a selected DSN's application, the selected host college is expected to host the selected DSN. This is not to say that the host college is to forgo its processes and procedures. In the event that the host college does not agree to host the selected DSN, it must provide a written statement that explains the rationale for that decision, which will be reviewed by RSCCD and the PRIME SPONSOR to inform their efforts to resolve the situation.

The host college will determine the process for hiring the selected DSN and will inform RSCCD and the PRIME SPONSOR about this process. RSCCD and the PRIME SPONSOR will review the process and hiring terms to ensure compliance with the expectations for the host college and DSN roles.

#### 9. Performance

Selected DSNs and hosts are eligible for renewal for up to four years after the original award year, 2018-2019. Renewal is not automatic but will be based on performance of the Roles and Responsibilities (*see Exhibit B*). Standard performance indicators include, but are not limited to, appropriate and timely use of funds, completion of workplan activities, submission of reports in a timely manner as required by the PRIME SPONSOR, participation in required Key Talent meetings and events (e.g., Sector Navigator calls, "All-Hands" meetings, etc.), and progress toward achievement of outcomes and metrics pertinent to the workplan. The PRIME SPONSOR may consider other performance indicators to assess renewal eligibility. The PRIME SPONSOR is responsible for informing RSCCD, DSNs and host colleges of performance expectations at the beginning of the project and as changes in performance requirements occur.

10. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

### 11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD or the PRIME SPONSOR, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

### 12. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

### 13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

### 14. <u>Audit</u>

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining

to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

#### 15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

### 16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

### 17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of

criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

#### 18. Notices

**RSCCD:** 

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

Primary Contact: Sarah Santoyo Rancho Santiago Community College District 2323 N. Broadway Santa Ana, CA 92706 (714) 480-7466; <u>santoyo\_sarah@rsccd.edu</u>

#### **Fiscal Representative:**

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services Rancho Santiago Community College District 2323 North Broadway, Ste. 404-1 Santa Ana, CA 92706 (714) 480-7340, hardash\_peter@rsccd.edu

#### SUBCONTRACTOR:

<b>Primary</b> (	
Name:	John Jaramillo
Title:	Dean, EWO and Business Sciences
Address:	28000 Marguerite Parkway
	Mission Viejo CA 92692
Phone:	949-582-4311
Email:	jjaramillo@saddleback, edu

#### Supervisor of Record for the DSN (if different from Primary Contact):

Name:			
Title:			
Address:			
Phone:			
Email:		2	

#### 19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

#### 20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

#### **ARTICLE II**

#### 1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCH	O SANTIAGO COMMUNITY
COLLEC	<b>JE DISTRICT</b>
By: Name:	Peter J. Hardash
	Vice Chancellor
Title:	<b>Business Operations/Fiscal Services</b>
Date:	1/30/18
	1-110

Board Approval Date: November 26, 2018

SUBCONTRACTOR: South Orange County Community College District

By: Name: ANN-Marie Gabe	- CR
Title: Vice Chancellor, Business Date:	Services

95-2479872 Employer/Taxpayer Identification Number (EIN)

### List of Exhibits

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor's Office Exhibit B: Host, Supervisor of Record, and Deputy Sector Navigator Roles and Responsibilities Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

# APPENDIX B THIS FORM MAY NOT BE REPLICATED

FISCAL YEAR:	2018/19	(e.g. 2014/15)			
RFA NUMBER:	18-207	(xx-xxx)			
PROJECT:	Deputy Sector	Deputy Sector Navigator			
FUNDING SOURCE:	Workforce & E	Workforce & Economic Development Division			
MATCH % REQUIRED:	100%	Match is required please type the percentage for the match.			

#### APPENDIX B

THIS FORM MAY NOT BE REPLICATED

#### **PROJECT: Deputy Sector Navigator**

COLLEGE: Saddleback College

**RFA NUMBER: 18-207** 

### **CONTACT PAGE**

District:	South Orange County CCD						
Address:	28000 Marguerite Parkway						
City:	Mission Viejo	State:	CA	Zip:	92692		
District S	District Superintendent/President (or authorized designee)						
Name:	Dr. Kathleen F. Burke	Phone:	949-582-	4840			
Title:	Chancellor	Fax:					
E-mail Ad	dress: kburke@socccd.edu						
Responsi	ble Administrator (Should not be the same as Project Director)						
Name:	John Jaramillo	Phone:	949-582-	4311			
Title:	Dean of Economic and Workforce Development and Business Sciences	Fax:					
E-mail Ad	dress: jjaramillo@saddleback.edu						
Project D	rector (Person responsible for conducting the daily operation of the	e grant)					
Name:	Larry McLaughlin	Phone:	813-469-0	8656			
Title:	Deputy Sector Navigator	Fax:					
E-mail Ad	dress: Imclaughlin@collegeofthedesert.edu						
Person R	esponsible for Data Entry						
Name:	Mira Manchik	Phone:	949-582-	4303			
Title:	Senior Administrative Assistant	Fax:					
E-mail Ad	dress: mmanchik@saddleback.edu						
District C	hief Business Officer (or authorized designee)			+ rapp bit			
Name:	Ann-Marie Gabel	Phone:	949-582-	4664			
Title:	Vice Chancellor Business Services	Fax:					
E-mail Ad	dress: agabel@socccd.edu						
Person R	esponsible for Budget Certification						
Name:	Cecilia Ray	Phone:	949-582-	4843			
Title:	Senior Accounting Specialist	Fax:	<u>_</u>				
E-mail Ad	dress: cray14@socccd.edu						

#### APPENDIX B THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: South Orange County CCD

COLLEGE: Seddleback College

RFA NUMBER: 18-207

Object of	Classification		PROJECT BUDGET	
Expenditure			200.0	
	1100 Academic Salaries, Instructional (Contract/TEA)			
	Name and time to be determined	\$	5	
1000		\$		
		8		
		\$		
	2117 Classified Salaries, Non-Instructional (Regular, Full-time) Deputy Sector Navigator (Director) 100% X \$121,776			
	Deputy Sector nampling (Director) 100% X \$121,110	\$	121,7	
2000		3		
		\$		
	Employee Benefits	\$		
	3000 Classified Salaries, Noninstructional (Regular, Full-time) Deputy Sector Navigator			
		5	48,1	
3000		5		
	Supplies and Materials	3		
	Supplies and waterian 4500 Non-instructional Supplies and Materials			
	2.5	5	:	
4000	4556 Copying and Printing	5	1,0	
	4700 Food Services	5		
		55		
		\$		
	Other Operating Expenses and Services			
	5045 Postage and Shipping	8	1	
	5100 Contracts - Subject Matter Experts, Consulting	3	6,0	
	5210 Mileage	s	2	
	5220 Conferences	s	12.5	
		\$		
5000		5		
		5		
		\$ \$ \$ \$ \$		
		5		
		5		
		5		
1		5 5 7		
		5		
6000	Capital Outlay	\$		
7000	Other Outgo	8		
	TOTAL DIRECT COSTS:	5	192,3	
	TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):	5	7,6	
1	TOTAL COSTS:	8	200,0	

#### APPLICATION BUDGET DETAIL SHEET

### APPENDIX B THIS FORM MAY NOT BE REPLICATED

**PROJECT: Deputy Sector Navigator** 

DISTRICT: South Orange County CCD

COLLEGE: Saddleback College

RFA NUMBER: 18-207

FUNDING REQUIRES MATCH

# APPLICATION BUDGET DETAIL SHEET MATCH

Object of Classification		FUNDING REQUIRES MATCH 100%
		200,000
	1200 Five Percent Dean EWDBS - John Jaramillo	\$ 10,413
	Two Percent Asst Dean CTE - Kari Irwin	\$ 3,108
1000	Two Percent Dean ATAS - Anthony Teng	\$ 4,165
	Faculty Stipends for Regional Consortia Funded ECU Activities (Regional SWP) - DACUM development, assessments and interpretation, Curriculum	
	Development, Attendance at Program Alignment Workshops	\$ 6,000
	Five Percent Senior Admin EWD - Mira Manchik	\$ 3,745
2000	Two Percent BS Senior Admin - Linda Hali	\$ 1,498
	Two Percent EWDBS Placement Officer	\$ 1,573 \$ -
	Five Percent Dean EWDBS - John Jaramillo	
	Two Percent Asst Dean CTE - Kari Irwin	\$ 4,165
		\$ 1,243
3000	Two Percent Dean ATAS - Anthony Teng	\$ 1,666
	Flve Percent Senior Admin EWD - Mira Manchik	\$ 1,498
	Two Percent BS Senior Admin - Linda Hall	\$ 599
	Two Percent EWDBS Placement Officer	\$ 629
4000		\$-
		\$ -
		\$-
		\$ -
		\$ - \$ -
		\$ -

# APPENDIX B THIS FORM MAY NOT BE REPLICATED

**PROJECT:** Deputy Sector Navigator

DISTRICT: South Orange County CCD

COLLEGE: Saddleback College

RFA NUMBER: 18-207

FUNDING REQUIRES MATCH

# APPLICATION BUDGET DETAIL SHEET MATCH

Object of Classification		FUNDING REQUIR MATCH 100%		
			200,000	
	Regional Employers Advisory - Six meetings of Newly formed OC ECU Advisory Groups including representatives from IFMA, So Cal Gas, Sol Cal Edison, SDGE, HVACRedu, UA HVAC Apprenticeship Local 250, ASHRE, Semper Solaris, BIA of Southern California, LAOC Building and Construction Trades Council, Irvine Company, Swift Engineering, FUTEK Coporation. Activities include: participation in semi-monthly meetings, advisory and oversite of program activities, establishing program vision, goals and objectives, hosting and facilitating meeting, providing guest and content experts and providing tours and site visits. 12 plus advisory at each meeting, plus travel; VALUE 6 hours x 4 meetings x 12 experts x \$150 per hour.	\$	43,200	
5000	Regional Faculty Experts Panels 10 - 15 ECU faculty and subject matter experts gatherning 4 times a year for 4 hour convenings often in conjunction with Regional Advisory. VALUE; 6 Hours x 6 meetings x 13 Faculty Experts x \$100 per hour.	\$	46,800	
	Regional Workforce Partners Advisory Convening of once a year Workforce Experts from 9 Community Colleges, 3 WIBs, and up to 15 Service Providers such as Goodwill, United Way, Apple One, OCBC, VALUE: 30 experts x 6 hours x \$100 per hour	\$	18,000	
	Donated meeting facilities and support - 11 Meetings for Professional Development, SME, and industry advisories, project planning,	\$	12,000	
	Marketing for ECU OC Regional Programs - SWP Regional Project - Local SC EWD Funding	\$	10,000	
	In Kind Travel, event, food and supplies from Regional Partners and SC EWDBS Division and cubicle workspace and conference space within BGS Building on Saddleabck Campus	\$	8,797	
6000	Industry and Community College donated Equipment for ECU Related Instructional Programs at service area Colleges Via Direct Donation and Perkins or SWP local funding	\$	18,000	
	Office Technology and IT support	\$	2,900	
7000		\$		
		\$	•	
	TOTAL DIRECT COSTS:	\$	200,000	
	TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):	Line of		
	TOTAL COSTS:	\$	200,000	

Match must be equal or greater than the Required Match Amount

#### APPENDIX B

THIS FORM MAY NOT BE REPLICATED

**PROJECT: Deputy Sector Navigator** 

**DISTRICT: South Orange County CCD** 

COLLEGE: Saddleback College

RFA NUMBER: 18-207

### **APPLICATION BUDGET SUMMARY**

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROJECT FUNDS REQUESTED		FUNDING REQUIRES MATCH 100%	
			\$	200,000	\$	200,000
1000	INSTRUCTIONAL SALARIES	1	\$	500	\$	23,686
2000	NONINSTRUCTIONAL SALARIES	2	\$	121,776	\$	6,816
3000	EMPLOYEE BENEFITS	3	\$	48,710	\$	9,801
4000	SUPPLIES AND MATERIALS	4	\$	2,200	\$	0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$	19,122	\$	138,797
6000	CAPITAL OUTLAY	6	\$	0	\$	20,900
7000	OTHER OUTGO	7	\$	0	\$	0
	TOTAL DIRECT COSTS:	8	\$	192,308	\$	200,000
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		9	\$	7,692		
	TOTAL COSTS:	10	\$	200,000	\$	200,000

Match must be equal or greater than the Required Match Amount

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations. I also certify the match (if required) listed above are valid match funding that is not being used as a match for another program requiring match funding and in total are equal, or greater than, the funds requested from CCCCO.

Project Director:

Name:	Larry McLaughlin	Title: Deputy Sector Navigator
Authorized Signature:	Panego.	Date: 11/6/18
District Chi	ief Business Officer (or authorized designee):	3
Name:	ANN-Marie Gabel	Title: Vice Chancellor Business Services
Authorized Signature:	and wide and	Date: 11/1/18
CCCCO For	me Package on metrice with match	9.2018

# APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: South Orange County CCD

COLLEGE: Saddleback College

RFA NUMBER: 18-207

### Statement of Work (Annual Workplan)

Objectives

Objective:

Establish working relationships with representatives of business/industry, labor, professional trade associations, government organizations, and colleges within the region to explore, develop, manage, and maintain collaboration for the purpose of meeting workforce skill and labor market needs.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Collaborate with faculty, deans, industry representatives, and local Workforce Development Boards in order to develop and align programs with industry and economic development needs.	Identify potential partners in the region in consultation with the Sector Navigator and Regional Coordinator, and establish effective communication with the goal of developing productive working relationships in support of CTE program development and enhancing student employment opportunities. Develop a sector list of potential partners with contact information and update on a regular basis.	Dec. 2018 - Oct. 2019	Deputy Sector Navigator Sector Navigator Regional Coordinator
	Integrate sector-related goals and activities with existing community networks, industry associations, partnerships, public and private agencies, and other stakeholders within the region.	Ensure a high level of communication with partners, providing information on sector-related goals and strategies. Assist CTE faculty to increase dialog with industry representatives through personal introductions, advisory committees, and other forums. Support two (2) regional sector or program advisories to help meet program needs.	April 2019 Sept. 2019	Deputy Sector Navigator
1.3	Expand current marketing and outreach efforts in order to reach more students and parents with information about CTE programs leading to in-demand careers in the region's priority sectors.		Nov. 2018 - May 2019	Deputy Sector Navigator

#### APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

**DISTRICT: South Orange County CCD** 

COLLEGE: Saddleback College

RFA NUMBER: 18-207

# Statement of Work (Annual Workplan)

Objectives

Objective:

Establish working relationships with representatives of business/industry, labor, professional trade associations, government organizations, and colleges within the region to explore, develop, manage, and maintain collaboration for the purpose of meeting workforce skill and labor market needs.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.4	Establish working relationships within regional public school districts to advance sector and regional program goals, and to support pathway development that better prepares students for workforce and/or college matriculation.	Reach out to administrators at the Superintendent or Asst. Superintendent level, as well as CTE coordinators in districts across the region. Participate in county-level ROP advisories, and sector- related high school program advisories when possible.	Nov 2018 - Sept. 2019	Deputy Sector Navigator
1.5	Update and report out sector-related program activities to the Regional Consortium.	Prepare updates for the regional consortium every three months. Make at least one formal presentation to the regional consortium.	Nov. 2018 - Oct. 2019 Feb. 2019	Deputy Sector Navigator
1.6				

### APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

**DISTRICT: South Orange County CCD** 

COLLEGE: Saddleback College

**RFA NUMBER: 18-207** 

# Statement of Work (Annual Workplan)

Objectives

Objective:

Work with industry, COE, and other credible labor market information sources to determine short and long-term education and training needs; assist colleges and secondary school programs in the alignment of curricula in response to emerging occupations, skill requirements, and industry standards, encouraging clear pathway development and incorporating industry recognized credentials where possible.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Determine short-term and long-term training needs, needed curricultum adjustments, and incumbent worker skill needs within region.	Utilizing data compiled for the sector by the Centers of Excellence, sector-funded studies, industry association reports, and information provided by industry reprentatives, work with regional faculty to make curriculum adjustments and to meet identified needs. Sector data on programs and labor market needs, identifying projected employment gaps, will be provided to faculty and Deans twice (2 occasions) during grant period.	Feb. 2019 Sept. 2019	Depurty Sector Navigator Ceenters of Excellence
	Participate in college sector-related planning and advisory committee meetings when possible to provide input into individual CTE programs in order to help shape programs according to the educational and employment needs of industry.	Work with faculty members and Deans across the region to align existing programs with industry skill standards and advise on enrollment and employment potential for students.	Jan. 2019 - Oct. 2019	Depurty Sector Navigator
2.3	Identify "feeder programs" to sector-related college programs within the region and work with their staff and the college programs they feed to explore defined career pathways and articulation possibilities.	Compile and maintain a list of feeder programs related to sector college programs and reach out the these programs for the purpose aligning pathways and increasing matriculation rates. The list will include sector-related academies and clubs.	Feb. 2019	Deputy Sector Navigator

#### APPENDIX B

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PROJECT: Deputy Sector Navigator

**DISTRICT: South Orange County CCD** 

COLLEGE: Saddleback College

RFA NUMBER: 18-207

# Statement of Work (Annual Workplan)

Objectives

Objective:

Work with industry, COE, and other credible labor market information sources to determine short and long-term education and training needs; assist colleges and secondary school programs in the alignment of curricula in response to emerging occupations, skill requirements, and industry standards, encouraging clear pathway development and incorporating industry recognized credentials where possible.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.4	Work with high school programs to create bridge strategies for encouraging enrollment in related college level programs, encouraging subject continuation and completion of certificates, degrees, and industry recognized credentials.	Work with high school faculty to integrate sector-related topics and activities into existing programs and academies. Work with faculty to define a clear pathway for high school students participating in HS programs and academies. Two (2) defined pathways will be developed during grant period.	April 2019 Oct. 2019	Deputy Sector Navigator
	Integrate industry recognized credentials in sector-related college CTE programs and incumbent worker programs where possible to enhance the employability of students.	Work with college faculty to identify and integrate industry recognized credentials specific to college programs or courses where they may exist.	Jan. 2019 - Oct. 2019	Deputy Sector Navigator
2.6				

### APPENDIX B

THIS FORM MAY NOT BE REPLICATED

**PROJECT: Deputy Sector Navigator** 

**DISTRICT: South Orange County CCD** 

**COLLEGE: Saddleback College** 

RFA NUMBER: 18-207

### Statement of Work (Annual Workplan)

Objectives

Objective:

Establish, maintain, and expand a network of faculty experts that collaborate with regional and state-level industry partners, advisory committees, and subject-matter experts/consultants to incorporate knowledge and skill-competencies identified as essential for industry growth. The Faculty Expert Network will serve as a collaborative body motivated by the commitment to student achievement, ensuring that program curricula is responsive to industry needs, and filling labor market gaps.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Working with sector colleagues and industry partners, utilizing regional investment funds when available, assist in the development of curriculum for building energy systems integration and operation and work to integrate the instruction where needed.	Expand or refine college offerings related to facilities management, utilizing Faculty Expert Network endorsed curricula and student competency criteria. Encourage adoption of criteria established by nationally recognized assessment and credentialing organizations. Expansion or refinement will be indicated by revised/updated Course Outlines of Record.	Oct. 2019	Deputy Sector Navigator
	Leverage Investor Owned Utility (IOU) developed curriculum and materials to provide community college faculty with professional development and resources to teach industry-related technologies and concepts in classrooms as they emerge.	Obtain and disseminate curriculum and classroom resources in building science, advanced lighting controls, automation, energy auditing/commissioning, energy constuction management, etc. Materials will be compiled and disseminated to faculty in sector- related programs.	Jan. 2019 April 2019 July 2019 Oct. 2019	Deputy Sector Navigator
3.3	Through professional development activities, encourage and train willing faculty to review and enhance current program content to respond to industry needs and achieve better student outcomes.	Conduct two (2) professional development activities for faculty teaching sector-related programs in the use of available third-party curriculum and materials, such as training in Building Economizers, Energy Storage, and ASHRAE 180.		Deputy Sector Navigator in co-op with other DSNs

#### APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

**DISTRICT: South Orange County CCD** 

**COLLEGE: Saddleback College** 

**RFA NUMBER: 18-207** 

# Statement of Work (Annual Workplan)

Objectives

Objective:

Establish, maintain, and expand a network of faculty experts that collaborate with regional and state-level industry partners, advisory committees, and subject-matter experts/consultants to incorporate knowledge and skill-competencies identified as essential for industry growth. The Faculty Expert Network will serve as a collaborative body motivated by the committment to student achievement, ensuring that program curricula is responsive to industry needs, and filling labor market gaps.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.4	Engage third-party certification agencies and associations to support instructional objectives and assessments. Obtain access to collateral designed to enhance student outcomes.	Incorporate preparation for industry valued credentials and provide access to credential testing and achievement by students.	Feb. 2019 - Oct. 2019	Deputy Sector Navigator
3.5	Seek out, establish, and institutionalize a program for employer engagement with the aim of providing internships and other work experience opportunities for students.	relationships. Support members of the Faculty Expert Network in their efforts to establish such student/employer relationships to	July 2019 Oct. 2019	Deputy Sector Navigator
3.6				

#### APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

**DISTRICT: South Orange County CCD** 

COLLEGE: Saddleback College

RFA NUMBER: 18-207

### Statement of Work (Annual Workplan)

Objectives

**Objective:** 

Facilitate professional development opportunities and technical assistance to regional members, CTE faculty, counselors, and others to advance workplan objectives and Doing What Matters goals.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Provide support for faculty to participate in business/industry (summer) externships.	A minimum of two (2) faculty summer externships will be supported.	Summer 2019	Deputy Sector Navigator
4.2	Organize and provide professional development for college faculty in automation and controls as part of a regional effort to integrate courses and certifiicate programs that prepare students for occupations and industries identified as having a need for automation technicians.	A program of professional development for faculty preparing students for impacted occupations will be developed. A schedule will be determined based on industry recommendations on content priorities, faculty availability, and funding.		Deputy Sector Navigator Industry Partners
	Conduct professional development for high school teachers that help them integrate clean energy technologies into their curricula in a way that motivates students along their career paths.	A minimum of one (1) professional development workshop or event will be conducted on clean energy instructional resources and methods of integration for HS teachers.	April 2019	Deputy Sector Navigator

### APPENDIX\_B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

**DISTRICT: South Orange County CCD** 

COLLEGE: Saddleback College

**RFA NUMBER: 18-207** 

### Statement of Work (Annual Workplan)

Objectives

**Objective:** 

Facilitate professional development opportunities and technical assistance to regional members, CTE faculty, counselors, and others to advance workplan objectives and Doing What Matters goals.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.4	Provide training for college faculty that keeps them professionally and technically up-to-date on energy/energy efficiency trends, such as distributed energy resources, energy storage, building economizers, or other technologies; and provides resources for incorporating instruction on the subjects into existing courses.	Two (2) events of a minimum of half-day duration will be conducted on clean energy topics and the use of available instructional resources in the classroom.	April 2019 Oct. 2019	Deputy Sector Navigator
4.5	Provide training for college faculty that introduces them to the concept of "the building microgrid" and the integration of energy and load systems; and provides resources for incorporating instruction on the subject into existing courses.	A minimum of one (1) professional development workshop or event will be conducted on the <i>building microgrid</i> .	March 2019	Deputy Sector Navigator
4.6	Encourage engagement with energy sector and building mamangement associations, government agencies, and utilities in learning through direct dialog with experts as well as to take advantage of conferences, workshops, symposia, etc, for professional development.	Support faculty member participation in association and agency events. Provide travel and registration financial support as funding is available.	Dec. 2018 - Oct. 2019	Deputy Sector Navigator

#### APPENDIX B

THIS FORM MAY NOT BE REPLICATED

**PROJECT: Deputy Sector Navigator** 

DISTRICT: South Orange County CCD

COLLEGE: Saddleback College

**RFA NUMBER: 18-207** 

### Statement of Work (Annual Workplan)

Objectives

Objective:

Facilitate professional development opportunities and technical assistance to regional members, CTE faculty, counselors, and others to advance workplan objectives and Doing What Matters goals.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.7	As DSN, obtain personal professional development to keep pace with policies, industry trends, and technologies impacting DSN projects with faculty. Participate in Doing What Matters and Strong Workforce recommended training as needed.	Attend at least one (1) industry related conference or other event. Participate in at least one (1) DWM or SW training program as needed.	Dec. 2018 - Oct. 2019	Deputy Sector Navigator
4.8				
4.9				

### APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

**DISTRICT: South Orange County CCD** 

COLLEGE: Saddleback College

RFA NUMBER: 18-207

### Statement of Work (Annual Workplan)

Objectives

Objective:

Facilitate the implementation of advanced energy technologies identified as strategic for State economic, energy, and carbon reduction goals (i.e., solar, wind, energy storage, lighting controls, systems integration and automation, EV infrastructure) through technical assistance and incumbent worker training.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.1		Provide instructional support and/or logistics needed to conduct clean energy technology training in strategic locations, including technical assistance and/or sponsorship support.	Dec. 2018 - Oct. 2019	Deputy Sector Navigator
5.2	Working with company, university, and Doing What Matters partners, facilitate a technical assistance program that demonstrates the economic advantages of incorporating clean energy technologies and methods into the commercial or industrial setting.	Conduct partner meetings, training, technical assistance, and program implementation to support business growth and employment.	Dec. 2018 - Oct. 2019	Deputy Sector Navigator
5.3	Develop resources (i.e., instructional materials, sponsors) to facilitate the implementation of education and training on clean energy technologies.	Conduct a minimum of two (2) energy technology workshops designed for non-technical industry stakeholders.	Jan. 2019 - Oct. 2019	Deputy Sector Navigator

#### EXHIBIT B: Host, Supervisor of Record & Deputy Sector Navigator Roles and Responsibilities

**Overview of the Host, Supervisor of Record (SOR) and Deputy Sector Navigator (DSN) Roles:** The Host recognizes that the role of the DSN is to support regional as well as statewide sector-based endeavors as represented in their workplan. The DSN is not to be considered a resource to the host college any more or less than other colleges in the region.

The Supervisor of Record, SOR, is a role that is intended to assist and champion the DSN's regional mission and unique administrative needs within the host campus organization. The regional scope and DSN activities regarding regional expenditures (including at other colleges), travel, as well as vendor relations relating to regional or statewide projects often need an advocate within the host. SORs have a first line of responsibility to support and monitor this regional work, and to offer constructive support and guidance to the DSN in implementation of the work plan, while seeking clarity on any sector specific endeavors from the Sector Navigator (SN).

**The Supervisor of Record (SOR) Role and Responsibilities:** each host of a DSN identifies a Supervisor-of-Record who ensures that the DSN is performing a regional role and fulfilling the responsibilities required for the position as described in the DSN Role and Responsibilities section below. The SOR is responsible for the following:

#### WORKPLAN;

- Assist the DSN to develop or modify a workplan, as needed, and ensure that the workplan objectives are reasonable, attainable, specific and measurable, and that the DSN has identified a system to collect data and information on project activities and outcomes.
- Ensure that the workplan has been reviewed and approved by the Sector Navigator and Regional Consortium as required by the Chancellor's Office.

#### PERFORMANCE

- Meet with the DSN at least quarterly to monitor performance, using the workplan as a reference to evaluate progress. Monthly progress reviews are preferable, especially when questions of performance arise.
- Keep informed about submission of quarterly reports, and follow-up with the DSN if reports are delayed or submitted late.
- Keep informed about Sector Navigator initiatives that impact program implementation in the region.
- Ensure that the DSN supports all community colleges in the region that have programs relevant to the sector. This does not preclude the DSN supporting the host college, which is one of the colleges in the region. However, DSN services cannot be solely directed to the host college.
- Work with the Chancellor's Office and the DSN to provide support, assistance, and intervention as needed should performance issues emerge.

#### FISCAL MANAGEMENT

• Ensure that all funds are spent in compliance with grant terms and conditions, and by the end of the grant period, and that budget requests (such as modifications and extensions) are submitted in a timely manner and as required according to the requirements of the Chancellor's Office.

#### EXHIBIT B: Host, Supervisor of Record & Deputy Sector Navigator Roles and Responsibilities

- Collaborate with the statewide Sector Navigators (SN) and other DSNs in developing initiatives
- Work with the Chancellor's Office, RC and COE to integrate initiatives into the regional plan/strategy
- Facilitate preparation and approval of SWP and other funding sources
- Match new funding opportunities to appropriate initiatives and colleges
- Assist in identifying adjunct instructors within industry
- Provide resources to convene colleges in communities of practice
- Facilitate connections to initiatives and resources from Workforce boards and regional economic development councils

Perform Grant and Fiscal Management:

- Participate in sector strategic planning and professional development (e.g., on-boarding, "All Hands on Deck") meetings scheduled by the Sector Navigator, Regional Consortium or Chancellor's Office.
- Implement the workplan activities and perform normative and summative assessment to determine effectiveness in achieving objectives and outcomes, and impact on metrics.
- Monitor expenditures and perform budget planning to forecast spending in order to ensure that grant funds are spent on allowable expenditures and that all funds are spent by the end of the grant period.
- Submit reports on time and as required by the Chancellor's Office.
- Submit requests for budget modifications or extensions in a timely manner and as requested by the Chancellor's Office.
- Keep the Supervisor of Record informed about progress on implementation of the workplan, achievement of objectives and metrics, and submission of reports.

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- RE: SOCCCD: Dual Enrollment, SOCCCD (Saddleback College) Capistrano Unified School District, College and Career Access Pathways Partnership Agreement, 2019
- **ACTION:** Review and Study

# BACKGROUND

Assembly Bill 288 Public Schools: College and Career Pathways, passed in 2015, allows Capistrano Unified School District (CUSD) and South Orange County Community College District (SOCCCD) to enter into agreement to deliver Saddleback College (SC) courses to students in CUSD high schools. This partnership will provide opportunities for students to gain an early start to certificated and/or degree programs in a variety of fields. The agreement addresses all sections of Education Code 76004 and complies with the SOCCCD College Service Area Agreement.

# <u>STATUS</u>

Saddleback College has worked in close collaboration with CUSD to develop their first College and Career Access Pathways Partnership agreement (EXHIBIT A). This agreement begins with offering Counseling 100 courses at CUSD designated high schools in spring 2019, as identified in the Appendix, and lays the groundwork for expanding dual enrollment into other disciplines. All terms and conditions are outlined in the Dual Enrollment, SOCCCD (Saddleback College) - Capistrano Unified School District College & Career Access Pathways Partnership Agreement, spring - fall 2019.

This agreement is being presented to the Board of Trustees for review and study, and will return for public comment and review/approval at the Meeting of the Board on February 25, 2019.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the Dual Enrollment, SOCCCD (Saddleback College) - Capistrano Unified School District College & Career Access Pathways Partnership Agreement for February 26, 2019 to December 31, 2019.

### COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT 2019

This is a College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between Saddleback College ("COLLEGE") a college of the South Orange County Community College District, (SOCCCD), 28000 Marguerite Parkway, Mission Viejo, CA 92692, and Capistrano Unified School District ("SCHOOL DISTRICT").

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the South Orange County Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 9-12 located in South Orange County and within the regional service area of SOCCCD; and

WHEREAS, COLLEGE and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students "who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and helping high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor's Office, SOCCCD and COLLEGE;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, SOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

# **1. TERM OF AGREEMENT**

1.1 The term of this CCAP Agreement shall be for one year beginning on February 26, 2019 and ending on December 31, 2019. Any amendments to this agreement will

be submitted for Board approval by the community college Board and the school district Board.

- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those course Sec. 2(c)(1). The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2(c)(2)
- 1.3 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)
- 1.4 The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.
- 1.5 COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)

# 2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS DEFINITIONS

- 2.1 CCAP Agreement Courses Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of SOCCCD and applicable law. Sec. 2 (a)
- 2.2 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.
- 2.3 Pupil or Student A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for

the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

# 3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Student Eligibility Students who "may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)
- 3.2 Student Selection and Enrollment Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and SOCCCD standards and policies.
- 3.3 College Admission and Registration Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SOCCCD policy.
- 3.4 Student Records It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)

- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Students will only be able to enroll into one Dual Enrollment class under this agreement. If they wish to enroll into an additional Dual Enrollment course, they must obtain approval by the high school by filling out an authorization form.
- 3.9 Minimum School Day The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

# 4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

# 5. **PARTICIPATING STUDENTS**

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The SOCCCD governing board shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Both COLLEGE and SCHOOL DISTRICT will insure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring). If the location is at a SCHOOL DISTRICT site, then the SCHOOL DISTRICT will coordinate. If the location is at a COLLEGE site, the COLLEGE will coordinate.

# 6. CCAPAGREEMENT COURSES

- 6.1 COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to this CCAP Agreement. Sec. 2 (0)(1)
- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.3 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses offered at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by the COLLEGE Curriculum Committee and COLLEGE Board and submitted to the Chancellor's office, unless course is a standalone class. Course outlines will be provided to the SCHOOL DISTRICT.
- 6.4 The scope, nature, time, location, and listing of courses offered by the COLLEGE shall be determined by COLLEGE with the approval of the SOCCCD Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.5 Courses must meet the number of hours sufficient to meet the stated performance objectives as outlined in the course outlines provided to the SCHOOL DISTRICT on a semester basis.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with SOCCCD academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.

Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department and approved by the COLLEGE curriculum committee, the SOCCCD Board of Trustees and the state Chancellor's Office.

6.8 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by SOCCCD Administrative Procedures.

- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to SOCCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between SOCCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the SOCCCD regulations, policies, procedures, and standards, shall prevail.
- 6.10 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or SOCCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with SOCCCD academic standards.
- 6.11 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with SOCCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.12 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with SOCCCD guidelines, policies, pertinent statutes, and regulations.
- 6.13 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.14 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)

# 7. **INSTRUCTOR(S)**

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the SOCCCD and become SOCCCD employees or be provided by the District and be District employees.
- 7.2 Supplemental instruction related to the material presented in classes conducted under this Agreement by COLLEGE Employees, that extends beyond the college schedule, is the SCHOOL DISTRICT's responsibility.

- 7.3 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.4 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.5 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.6 Prior to teaching, faculty provided by the SCHOOL DISTRICT may receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.8 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of SOCCCD.
- 7.9 Faculty provided by the SCHOOL DISTRICT who don't comply with the policies, regulations, standards, and expectations of the COLLEGE shall be ineligible to teach dual enrollment courses.
- 7.10 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of SOCCCD specifically with regard to their duties as instructors.
- 7.11 The COLLEGE will be the employer of record for all community college-paid faculty teaching at the SCHOOL DISTRICT.

### 8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.
- 8.5 Students who withdraw from a dual enrollment course will not receive any COLLEGE credit for work completed and must submit appropriate information/paperwork by all published deadlines to avoid a "W" on their transcript.
- 8.6 A dropped class will follow the COLLEGE drop date deadlines and may appear on the high school transcript as a college course depending on when the class was dropped. A student may complete the course to receive high school credit.

# 9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with SOCCCD policies and standards. Sec. 2 (c)(2)
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 9.3 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)

- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
- The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)
- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

# **10. APPORTIONMENT**

- 10.1 SOCCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 10.3 SOCCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 10.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s) Standard FTES computation rules, support documentation, Couse selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code Regs. and Title.5.

# **11. CERTIFICATIONS**

11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.

- 11.2 SOCCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.3 The SCHOOL DISTRICT agrees and acknowledges that SOCCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)
- 11.7 The COLLEGE certifies that:
  - A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
  - A community college course that is oversubscribed of has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
  - The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)
- 11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

# **12. PROGRAM IMPROVEMENT**

12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance

counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

# 13. RECORDS

- 13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.
- 13.2 College shall provide the SCHOOL DISTRICT with a roster of participants and their final grades.
- 13.3 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

# 14. CCAP AGREEMENT DATA MATCH AND REPORTING

- 14.1 COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- 14.2 COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges. Note: All referenced Sections from AB 288 (Education Code § 76004) 13 | Page 005142.00043 13951870.1 15.

# **15. PRIVACY OF STUDENT RECORDS**

- 15.1 COLLEGE and SCHOOL DISTRICT understand an agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)
- 15.2 Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information

pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)

15.3 Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable. d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R.§ 99.33(d) that it is strictly prohibited from redisclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

# **16. REIMBURSEMENT**

16.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

# **17. FACILITIES**

- 17.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to SOCCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 17.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.
- 17.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

# **18. INDEMNIFICATION**

18.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and SOCCCD and its governing board, officers, employees,

administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

18.2 The SOCCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SOCCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SOCCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

# **19. INSURANCE**

- 19.1 The SCHOOL DISTRICT, in order to protect the SOCCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident/THREE MILLION DOLLARS (\$3,000,000) aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and SOCCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including a separate endorsement shall be furnished to the COLLEGE and to SOCCCD.
- 19.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing

services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and SOCCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

# **20. NON-DISCRIMINATION**

20.1 Neither the SCHOOL DISTRICT nor the COLLEGE and SOCCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

# **21. TERMINATION**

- 21.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 22.
- 21.2 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All Note: All referenced Sections from AB 288 (Education Code § 76004) 16 | Page 005142.00043 13951870.1 agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

# **22. NOTICES**

22.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE Saddleback College 28000 Marguerite Parkway Mission Viejo, CA 92692 Attn: Kari Irwin, Assistant Dean, Career Technical Education

SOCCCD South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692 Attn: Priya Jerome, Executive Director of Business Services

SCHOOL DISTRICT Capistrano Unified School District 33122 Valley Road San Juan Capistrano, CA 92675 Attn: Josh Hill, Assistant Superintendent, Curriculum & Instruction

# **23 INTEGRATION**

23.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

# 24 MODIFICATION AND AMENDMENT

24.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

# 25 GOVERNING LAWS

25.1 This agreement shall be interpreted according to the laws of the State of California.

# **26 COMMUNITY COLLEGE DISTRICT BOUNDARIES**

26.1 For locations outside the geographical boundaries of SOCCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

# **27 SEVERABILITY**

27.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

# **28 COUNTERPARTS**

28.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

South Orange County Community College District Board Meetings: (a) Information Board Meeting Date: January 22, 2019 (b) Public Comment Board Meeting Date: February 25, 2019

School District Board Meetings:

(a) Information Board Meeting Date:

(b) Public Comment Board Meeting Date:

# CAPISTRANO UNIFIED SCHOOL DISTRICT

# SOUTH ORANGE COMMUNITY COLLEGE DISTRICT

By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:

# APPENDIX

# COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE, SOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

# 1. SOCCCD, COLLEGE and SCHOOL DISTRICT Point of Contact:

LOCATION	NAME	TELEPHONE	EMAIL
SOCCCD:	Priya Jerome	949-582-4680	pjerome@socccd.edu
College:	Kari Irwin	949-582-4273	kirwin@saddleback.edu
School District:	Josh Hill	949-234-9261	JJHill@capousd.org

# 2. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

**3.** CCAPAGREEMENT PROGRAM YEAR - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: \_2018-2019 \_\_\_\_\_ COLLEGE: \_\_\_\_\_ Saddleback College \_\_\_\_\_

EDUCATIONAL PROGRAM: Counseling 100 SCHOOL DISTRICT: Capistrano Unified School District

HIGH SCHOOLS: Aliso Niguel/ Capo Valley/Dana Hills/San Clemente/San Juan Hills/Tesoro

 TOTAL NUMBER OF STUDENTS TO BE SERVED: 350
 TOTAL PROJECTED FTES: 18

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
<ol> <li>Counseling 100- College Success</li> </ol>	C100	Spring 2019	1-2:30	Tues or Wed or Thurs	Bonitatis C., Collins, K., Gaucin J., Long E., Lopez-Ediss C., Marchioni, R., Montoya. J., Sauter B., Terrazas C.	⊠ CC □ HS	□ CC 🖾 HS

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

The Student Learning Outcomes are: Identify and describe college resources and services available at Saddleback College. Describe and apply all components of the matriculation process. Develop a first semester academic plan.

4. BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
C100	N/A	\$0		\$0

# 5. FACILITIES USE

5.1 COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 17, Facilities, of this CCAP Agreement.

5.2 COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

BUILDING	CLASSROOM	DAYS	HOURS
Various CUSD sites	Various	Tues or Wed or	1:00pm-2:30pm
		Thurs	

CAPISTRANO UNIFIED SCHOOL DISTRICT	SOUTH ORANGE COMMUNITY COLLEGE DISTRICT
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:

**TO:** Board of Trustees

- **FROM**: Kathleen F. Burke, 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 Chancellor recommends that the Board of Trustees approve the general fund honoraria as shown in Exhibit A.

Item Submitted By: Dr. Elliott Stern, 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
3/8/25019 9:00 am – 1:00 pm HS 145	Marina Aminy, Dean OELR	Dr. Victor Rios	Closing the Gap: Opportunity and Equity in an Age of Accountability	\$7,500.00 BSI Funds
5/3/2019 9:30 am – 11:35 am Laguna Woods Village Performing Arts Center	Dr. Greg Jenks / DML Distinguished Guest Lecture Series, Emeritus Institute	Dr. David A. Snow	Homelessness in OC and Beyond: Demographics, Causes, Costs & Solutions	\$200.00

# **IRVINE VALLEY COLLEGE**

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Торіс	General Fund Honorarium/Travel
4/18/19	Judy Henmi, DSPS	Art With Impact,	Disability awareness training and	\$1,200.00
7-9pm		presenter TBD	presentation	
BSTIC 101				

- **TO:** Board of Trustees
- **FROM:** Kathleen Burke, Chancellor
- RE: SOCCCD: Dual Enrollment, SOCCCD (Irvine Valley College) Laguna Beach Unified School District, College and Career Access Pathways Partnership Agreement, 2019-2022
- **ACTION:** Review and Study

# BACKGROUND

Assembly Bill 288 Public Schools: College and Career Pathways, passed in 2015, allows Laguna Beach Unified School District (LBUSD) and South Orange County Community College District [SOCCCD (Irvine Valley College)] to enter into an agreement to deliver Irvine Valley College (IVC) courses to students in LBUSD high schools. This partnership provides the opportunity for students to gain an early start to a certificate and/or degree in a variety of fields, including biotechnology, music, psychology, communications and languages. The agreement addresses all sections of Education Code 76004 and complies with the SOCCCD College Service Area Agreement.

# <u>STATUS</u>

The IVC agreement with LBUSD is a three-year term and will offer courses in languages, communications, music, biotechnology and psychology. Other courses may be added as needed by mutual agreement of IVC and LBUSD. All terms and conditions pertaining to this agreement are contained in the attached EXHIBIT A, Dual Enrollment, SOCCCD (Irvine Valley College) - Laguna Beach Unified School District College & Career Access Pathways Partnership Agreement, March 1, 2019 to August 30, 2022. This is the fourth College and Career Access Pathways (CCAP) agreement between Irvine Valley College and local high school districts. From fall 2016 through spring 2018, CCAP programs have served 476 unduplicated students.

This agreement is being presented to the Board of Trustees for review and study, and will return for public comment and review/approval at the Meeting of the Board on February 25, 2019.

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the Dual Enrollment, SOCCCD (Irvine Valley College) - Laguna Beach Unified School District College & Career Access Pathways Partnership Agreement, March 1, 2019 to August 30, 2022.

Item Submitted By: Dr. Glenn R. Roquemore, President, Irvine Valley College Ann-Marie Gabel, Vice Chancellor, Business Services

#### DUAL ENROLLMENT SOCCCD (IRVINE VALLEY COLLEGE)-LAGUNA BEACH UNIFIED SCHOOL DISTRICT COLLEGE & CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT 2019-2022

This is a College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between South Orange County Community College District [SOCCCD (Irvine Valley College)] and Laguna Beach Unified School District (LBUSD). The agreement is effective March 1, 2019 through August 30, 2022.

For clarity this document includes all sections of Education Code 76004.

AB 288, Holden. Public schools: College and Career Access Pathways partnerships filed with the California Secretary of State October 8, 2015. Section 76004 is added to the Education Code, to read:

76004. Notwithstanding Section 76001 or any other law:

(a) The governing board of a community college district may enter into a College and Career Access Pathways (CCAP) partnership with the governing board of a school district for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.

(b) A participating community college district may enter into a CCAP partnership with a school district partner that is governed by a CCAP partnership agreement approved by the governing boards of both districts. As a condition of, and before adopting, a CCAP partnership agreement, the governing board of each district, at an open public meeting of that board, shall present the dual enrollment partnership agreement as an informational item. The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.

SOCCCD District Board Meetings:

- (a) Information Board Meeting Date: January 22, 2019
- (b) Public Comment/Approval Board Meeting Date: February 25, 2019

LBUSD Board Meetings:

- (a) Information Board Meeting Date: January 15, 2019
- (b) Public Comment/Approval Board Meeting Date: February 12, 2019

(c)(1) The CCAP partnership agreement shall outline the terms of the CCAP partnership and shall include, but not necessarily be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community

college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP partnership agreement shall also establish protocols for information sharing, in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses.

- (a) Total number of high school students to be served: 100 or more per term.
- (b) Total number of FTES projected to be claimed under this Agreement: approximately 30-45 per term (based on 100-150 students).
- (c) Scope, nature, time, location and listing of community college courses to be offered will be appended to this document each term during the term of this Agreement and shall be known as Appendix A. Appendix A shall accompany the original submission of this document to the Chancellor's Office and shall subsequently be submitted per Chancellor's Office instructions.

(2) The CCAP partnership agreement shall identify a point of contact for the participating community college district and school district partner.

SOCCCD (Irvine Valley College) Point of Contact:

Name: Traci Fahimi

Title: Dean, Social and Behavioral Sciences, Business Sciences, Academic Programs Contact Information: (949) 451-5204, <u>tfahimi@ivc.edu</u>

LBUSD Point of Contact: Name: Alysia Odipo Title: Assistant Superintendent, Instructional Services Contact Information: (949) 497-7700, aodipo@lbusd.org

> (3) A copy of the CCAP partnership agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department before the start of the CCAP partnership. The chancellor may void any CCAP partnership agreement it determines has not complied with the intent of the requirements of this section.

Date of CCAP submission to the Chancellor's Office: March 15, 2019.

By Whom: Traci Fahimi, Dean, Social and Behavioral Sciences, Academic Programs, Irvine Valley College

(d) A community college district participating in a CCAP partnership shall not provide physical education course opportunities to high school pupils pursuant to this section or any other course opportunities that do not assist in the attainment of at least one of the goals listed in subdivision (a).

(e) A community college district shall not enter into a CCAP partnership with a school district within the service area of another community college district, except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership. (f) A high school pupil enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.

SOCCCD (Irvine Valley College) agrees to abide by sections (d), (e), and (f) above.

(g) A community college district participating in a CCAP partnership may assign priority for enrollment and course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending a middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001.

(h) The CCAP partnership agreement shall certify that any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011.

Under the terms of this Agreement, any community college instructor teaching at a high school campus must submit to a live scan fingerprint analysis which will be kept on file at the South Orange College Community College District and the Laguna Beach Unified School District.

(i) The CCAP partnership agreement shall certify that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.

SOCCCD (Irvine Valley College) and LBUSD hereby certify that no existing high school teachers will be displaced or terminated as a result of CCAP partnership courses being taught on the high school campus.

(j) The CCAP partnership agreement shall certify that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.

SOCCCD (Irvine Valley College) and LBUSD hereby certify that no Irvine Valley College faculty members have been displaced or terminated as a result of CCAP partnership courses being taught on the high school campus.

(k) The CCAP partnership agreement shall include a certification by the participating community college district of all of the following:
(1) A community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus.

SOCCCD (Irvine Valley College) hereby certifies that the courses listed in Appendix A of this Agreement do not reduce access to the same courses offered at Irvine Valley College.

(2) A community college course that is oversubscribed or has a waiting list

#### SOCCCD/IVC-LBUSD CCAP Partnership Agreement 2019-2022

shall not be offered in the CCAP partnership.

SOCCCD (Irvine Valley College) hereby certifies that college departments offering the courses listed in Appendix A of this Agreement do not have oversubscribed sections prior to commencement of the term.

(3) Participation in a CCAP partnership is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college.

SOCCCD (Irvine Valley College) hereby certifies that pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible students at Irvine Valley College.

(I) The CCAP partnership agreement shall certify that both the school district and community college district partners comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.

LBUSD and SOCCCD (Irvine Valley College) hereby certify that this Agreement complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching courses listed in Appendix A of this document.

Further, SOCCCD (Irvine Valley College) hereby certifies that all instructors teaching courses listed in Appendix A of this Agreement have met Minimum Qualifications prescribed according to the document "Minimum Qualifications for Faculty and Administrators in California Community Colleges" dated January 2012.

(m) The CCAP partnership agreement shall specify both of the following:(1) Which participating district will be the employer of record for purposes of assignment monitoring and reporting to the county office of education.

Laguna Beach Unified School District will be the employer of record for all District-paid teachers participating in this Agreement.

SOCCCD will be the employer of record for all community college-paid faculty teaching at the high schools listed in this Agreement.

(2) Which participating district will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

Laguna Beach Unified School District will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

SOCCCD (Irvine Valley College) will direct the respective college departments to conduct evaluation of all faculty teaching under this Agreement according to the regular college faculty evaluation guidelines and timelines.

(n) The CCAP partnership agreement shall certify that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering school district, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

LBUSD and SOCCCD (Irvine Valley College) hereby certify that any remedial course work will be offered in compliance with the conditions specified above in (n).

(o) (1) A community college district may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP partnership agreement.

(2) For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus pursuant to paragraph (1) of subdivision (p) shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils.

(p) A community college district may allow a special part-time student participating in a CCAP partnership agreement established pursuant to this article to enroll in up to a maximum of 11 units per term if all of the following circumstances are satisfied:

(1) The units constitute no more than four community college courses per term.

(2) The units are part of an academic program that is part of a CCAP partnership agreement established pursuant to this article.

(3) The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

(q) The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.

SOCCCD (Irvine Valley College) hereby agrees to the conditions specified above in (o), (1), (2), and (3).

(*r*) A district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment.

LBUSD and SOCCCD (Irvine Valley College) agree that the District shall claim full Average Daily Attendance (ADA) per pupil for at least 240 minutes of non-college instruction for each CCAP pathway listed in Appendix A.

SOCCCD (Irvine Valley College) agrees to restrict college course enrollment to pupils affected by this Agreement to no more than two college sections during the regular high

#### SOCCCD/IVC-LBUSD CCAP Partnership Agreement 2019-2022

school day for each CCAP pathway listed in Appendix A.

Pursuant to section (p) above, for each CCAP pathway listed in Appendix A pupils under this Agreement could take up to 11 units or a maximum of four college courses per term, but the other two community college courses must occur either in zero period, after school, at the community college campus, or online.

(s) The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity.

(t) (1) For each CCAP partnership agreement entered into pursuant to this section, the affected community college district and school district shall report annually to the office of the Chancellor of the California Community Colleges all of the following information:

(A) The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.

(B) The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.

(C) The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.

(D) The total number of full-time equivalent students generated by CCAP partnership community college district participants.

SOCCCD (Irvine Valley College) and LBUSD agree to annually report to the office of Chancellor of the California Community College sections A through D above.

(2) On or before January 1, 2021, the chancellor shall prepare a summary report that includes an evaluation of the CCAP partnerships, an assessment of trends in the growth of special admits system wide and by campus, and, based upon the data collected pursuant to this section, recommendations for program improvements, including, but not necessarily limited to, both of the following:

(A) Any recommended changes to the statewide cap on special admit fulltime equivalent students to ensure that adults are not being displaced.

(B) Any recommendation concerning the need for additional student assistance or academic resources to ensure the overall success of the CCAP partnerships.

(3) The chancellor shall ensure that the number of full-time equivalent students generated by CCAP partnerships is reported pursuant to the reporting requirements in Section 76002.

(u) The annual report required by subdivision (t) shall also be transmitted to all of the following:

(1) The Legislature, in compliance with Section 9795 of the Government Code.

(2) The Director of Finance.

(3) The Superintendent.

(v) A community college district that violates this article, including, but not

necessarily limited to, any restriction imposed by the board of governors pursuant to this article, shall be subject to the same penalty as may be imposed pursuant to subdivision (d) of Section 78032.

(w) The statewide number of full-time equivalent students claimed as special admits shall not exceed 10 percent of the total number of full-time equivalent students claimed statewide.

(x) Nothing in this section is intended to affect a dual enrollment partnership agreement existing on the effective date of this section under which an early college high school, a middle college high school, or California Career Pathways Trust existing on the effective date of this section is operated. An early college high school, middle college high school, or California Career Pathways Trust partnership agreement existing on the effective date of this section shall not operate as a CCAP partnership unless it complies with the provisions of this section.

(y) This section shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2022, deletes or extends that date.

In compliance with AB 288, assessment of the LBUSD students' benefit from the courses taken as part of the CCAP will be based on, in part, high school completion rate, job placement or certificate completion and continuance of college courses beyond CCAP.

#### EXIT CLAUSE

For purposes of allowances and apportionments from Section B of the State School Fund, Irvine Valley College reserves the right to cancel this program or convert a CCAP pathway into a fee-based contract education program if the South Orange County Community College District experiences a workload reduction, a significant budget reduction, a regulatory change disallowing apportionment for special admissions (high school) students, or elimination of basic aid funding of the South Orange County Community College District. Irvine Valley College will communicate any necessary change in writing within 5 working days. A change to fee-based instruction would be effective for the following term.

LBUSD reserves the right to cancel this program or work with Irvine Valley College to move it to another site if LBUSD experiences a significant budget reduction, staffing issues, facilities issues, low enrollment or other unforeseen difficulties. LBUSD will communicate any necessary change in writing within 5 working days prior to the cancellation going into effect.

#### SHARING OF EXPENSES

The sharing of expenses will be determined by mutual agreement between LBUSD and SOCCCD (Irvine Valley College) and recorded within the Appendix attachment for each CCAP program of study.

#### WORKERS' COMPENSATION INSURANCE

SOCCCD and LBUSD at its sole cost and expense, shall obtain and keep in full force during the term of this Agreement, Workers' Compensation and Employer's Liability Insurance in a form and amount covering SOCCCD's and LBUSD's full liability under the

#### SOCCCD/IVC-LBUSD CCAP Partnership Agreement 2019-2022

Workers' Compensation Insurance and Safety Act of the State of California.

#### GENERAL LIABILITY INSURANCE

SOCCCD and LBUSD at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than \$1,000,000 per occurrence and \$3,000,000 excess/umbrella liability.

LBUSD agrees to provide the proper endorsement to the policies stating, "South Orange County Community College District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written agreement. Such insurance as is afforded by this policy shall be primary, and any insurance carried by SOCCCD shall be excess and noncontributory."

SOCCCD agrees to provide the proper endorsement to the policies stating, "Laguna Beach Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written agreement. Such insurance as is afforded by this policy shall be primary, and any insurance carried by LBUSD shall be excess and noncontributory."

#### HOLD HARMLESS CLAUSE

The South Orange County Community College District shall not be liable to the Laguna Beach Unified School District for personal injury or property damage sustained by Laguna Beach Unified School District in the performance of this Agreement, whether caused by Laguna Beach Unified School District, the South Orange County Community College District, its officers, agents or employees, or by any third party.

The Laguna Beach Unified School District shall not be liable to the South Orange County Community College District for personal injury or property damage sustained by South Orange County Community College District in the performance of this Agreement, whether caused by South Orange County Community College District, Laguna Beach Unified School District, its officers, agents or employees, or by any third party.

Laguna Beach Unified School District agrees to and does hereby indemnify, hold harmless and defend the South Orange County Community College District and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever arising out of or in any way connected with this Agreement.

South Orange County Community College District agrees to and does hereby indemnify, hold harmless and defend the Laguna Beach Unified School District and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense (including attorney's fees), of any nature whatsoever arising out of or in any way connected with this Agreement.

In witness thereof, the Chancellor of the South Orange Community College District, the President of Irvine Valley College, and the Superintendent of the Laguna Beach Unified School District are the signatories of this Memorandum of Understanding.

Ann-Marie Gabel, Vice Chancellor, Business Services South Orange County Community College District

Dr. Glenn R. Roquemore, President Irvine Valley College

Dr. Jason Viloria Superintendent Laguna Beach Unified School District Date

Date

Date

#### SCOPE, NATURE, TIME, LOCATION AND LISTING OF COMMUNITY COLLEGE COURSES TO BE OFFERED

#### SCOPE:

To be determined by mutual agreement during the timespan of this agreement. Approximately 200 hours of classroom lecture and/or laboratory college-level instruction per course in a variety of courses that constitute pathways to degrees, certificates and/or transfer.

#### NATURE OF THE COURSES:

Career Technical Education and College and Career Access Pathways partnership courses in a variety of fields offered by Irvine Valley College. Offerings are open to students of the LBUSD exclusively and are in full compliance with AB 288.

#### TIME AND LOCATION:

The IVC courses will be scheduled at LBUSD campuses or online during fall, spring and/or summer terms, either before, during or after the bell schedule, based on mutual agreement and demand. If requested, courses may be offered at Irvine Valley College.

# COURSE DESCRIPTIONS (LISTING):

The courses listed below may be offered during the effective dates of this agreement by mutual agreement. Neither the SOCCCD nor LBUSD are obligated to offer these courses. More courses may be added to this list by mutual agreement between LBUSD and IVC at any time during the partnership agreement.

**BIO 10 BIOCHEMISTRY FOR HEALTH SCIENCES** 4 Units - 3 hours lecture, 3 hours lab Transfers: CSU, UC

Recommended Preparation: MATH 350A, MATH 350B, MATH 350C, MATH 350D, MATH 350E, MATH 350F, MATH 350G, MATH 350H

This course addresses the application of chemical principles to biological systems, especially at the cellular level of structure and function. Essential topics include the nature of biologically important solutions and colloids; structure, functions and interactions of biological macromolecules; interactions of biological molecules in formation and functions of biological membranes; intracellular metabolism and enzyme functions; and genetic control of biological functions. The course is intended for health science students who have no previous background in sciences.

#### BIOT 70: Introduction to Biotechnology 3 Units: 3 hours lecture

Transfers: CSU, UC

Biotechnology is the use of microorganisms or biological substances, such as enzymes, to solve problems, develop or make useful products, perform specific industrial or manufacturing processes such as the bio-conversion of organic waste and the use of genetically altered bacteria in the cleanup of oil spills. This course is an introduction to the field of biotechnology including a history of its origin and development, a survey of modern industrial applications and accomplishments, ethical considerations, and career paths. Industry practices and ethics will be emphasized. Field trips may be required.

#### **BIOT 70L:** Introductory Biotechnology Laboratory 1 Unit: 3 hours lab

#### Transfers: CSU, UC

This laboratory course addresses basic skills and techniques common to the biotechnology industry. Topics include measurement of activity and quantity of proteins, growth and manipulation of bacteria, genetic engineering and antibody methods. This course is intended for students majoring in applied biotechnology and is the recommended course to accompany BIOT 70.

#### BIOT 273 Biotechnology A: Basic Lab Skills 4 Units: 3 hours lecture, 3 hours lab

Biotechnology transforms knowledge that emerges from life science research into products of value to people. This course provides students with a foundation in techniques necessary to work as effective professionals in a biotechnology laboratory or production facility. Emphasis placed on metrology (the study of measurement), solution preparation and sterilization, aseptic technique, performing assays and basic biological separation methods. The course integrates ethical considerations along with product quality systems documentation; trouble-shooting; calibration, accuracy and precision error reduction. Integrating a "quality-mind-set" into their laboratory work is important for students who plan to work in a biotechnology company or someday aspire to generate meaningful results in a research environment

#### COMM 1 COMMUNICATION FUNDAMENTALS

3 Units - 3 hours lecture Transfers: CSU. UC

This course offers students an opportunity to understand and use the components and processes of oral communication. The course is designed to develop fundamental skills in effective listening; selecting and researching topics; organizing and supporting ideas; preparing and presenting informative and persuasive speeches; and evaluating speech content and delivery. Student presentations are required. Credit may be earned in either COMM 1 or <u>COMM 1H</u>, but not both. C-ID: COMM 110.

#### COMM 2 PERSUASION 3 Units - 3 hours lecture

Transfers: CSU, UC

Prerequisite: <u>COMM 1</u>

This course examines the components of persuasive messages. The course focuses upon ethics, logic, reasoning, and fallacies as they relate to the use of evidence, speaker credibility, and emotional appeals directed toward various types of audiences. C-ID: COMM 190.

#### COMM 3 ARGUMENTATION AND DEBATE 3 Units - 3 hours lecture

# Transfers: CSU, UC

Prerequisite: <u>COMM 1</u>

This course focuses on the application of argumentative methods, analysis, sound reasoning, and critical thinking. Students participate in various types of debates on current topics, conducting research, formulating propositions, and discovering issues as they apply to social and personal decision making. C-ID: COMM 120.

# MUS 28 HISTORY OF ROCK MUSIC 3 Units - 3 hours lecture

Transfers: CSU, UC

This course traces the development and history of rock music in the United States. Students study musical, sociological and political aspects of rock music as well as important people, ensembles, and institutions of the genre. The course includes a general study of musical elements such as melody, harmony, rhythm and orchestration as they pertain to the diverse styles of rock music. Attendance at live concerts may be required.

# PSYC 1 INTRODUCTION TO PSYCHOLOGY 3 Units - 3 hours lecture

*Transfers: CSU, UC* Prerequisite: Eligibility for WR 201, ESL 201 or WR 399

This course is an introduction to the major concepts, theoretical perspectives, empirical findings, and historical trends in psychology. Credit may be earned in either PSYC 1 or <u>PSYC 1H</u>, but not both. C-ID: PSY 110

# **SIGN 21 BEGINNING AMERICAN SIGN LANGUAGE 1** 4 Units - 4 hours lecture Transfers: CSU, UC

This course is designed to develop the student's ability to understand and communicate in American Sign Language (ASL). The course introduces the language of sign; the manual alphabet (finger spelling); and the basic vocabulary, grammar, syntax, and conversational conventions of ASL. The emphasis is on ASL as a visual-gestural language and on the unique cultural and linguistic features of the Deaf community. SIGN 21 is equivalent to two years of high school ASL.

#### SIGN 22 BEGINNING AMERICAN SIGN LANGUAGE II 4 Units - 4 hours lecture

Transfers: CSU, UC

Prerequisite: SIGN 21

This course is designed to further develop the student's ability to understand and communicate in American Sign Language (ASL). The emphasis is on expanding ASL vocabulary and finger-spelling skills and on syntactical accuracy. This course discusses the appropriate use of sign language in various social contexts and examines cultural versus pathological perspectives on Deafness. SIGN 22 is equivalent to three years of high school ASL.

COSTS:

Instructor:	Will be provided by: Estimated cost:	$\frac{\text{Irvine Valley College}}{1.5 \text{ LHE x } \$1,500 = \$2,250 \text{ per class}}$ $\frac{3 \text{ LHE x } \$1,500 = \$4,500 \text{ per class}}{4 \text{ LHE x } \$1,500 = \$6,000 \text{ per class}}$ $\frac{5 \text{ LHE x } \$1,500 = \$7,500 \text{ per class}}{5 \text{ LHE x } \$1,500 = \$7,500 \text{ per class}}$
Textbooks:	Year 1: Will vary bas	
Supplies:		Varies by course. There are no fees associated with most of the
Fees:	offered online or at the fees vary by term and	<u>A health fee is assessed for courses</u> <u>he Irvine Valley College campus. Health</u> <u>d may change during the course of this</u> <u>he college website for current health</u>

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- RE: Irvine Valley College: Curriculum Revisions for the 2019-2020 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 2019-2020 academic year pursuant to Title 5, Section 53200 et seq.

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed curriculum changes for the 2019-2020 academic year at IVC.

# IRVINE VALLEY COLLEGE NEW, REVISED, AND DELETED COURSES ACADEMIC YEAR 2019-2020

Action Taken Code	Action Taken Description
assign	assignments
c/l w/	cross-listed with (and list the other course id)
cat desc	catalog description
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
lrng obj	learning objectives
moe	methods of evaluation
nc	new course
nv	new version of existing course
oe/oe	open entry/open exit
pcs	program course status
prereq	prerequisite
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	titles
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

# IRVINE VALLEY COLLEGE NEW, REVISED, AND DELETED COURSES ACADEMIC YEAR 2019-2020

School	Catalog Id	Course Id	Abbreviated Course Title	Action Taken
ним	6584.00	WR 11	Writing Short Fiction	prereq, tps, SLOs, moe
			Introduction to Screenwriting for	
	14754.00	WR 15	Film/TV	prereq, Irng obj, moe
IDEA	10503.00	DMP 120	Basic Model Making	crs id from <b>220</b> to <b>120</b> , txt
				crs id from <b>222</b> to <b>122</b> , prereq, tps, Irng
	10555.00	DMP 122	Advanced Model Making II	obj, moe, txt
				crs id from <b>230</b> to <b>130</b> , ti, tps, SLOs, Irng
	10556.00	DMP 130	Solidworks	obj, moe, txt
	10500.00	DMP 200	Introduction to Model Making and Design	txt
	10502.00	DMP 210	Rapid Visualization	tps, assign, txt
	2060.00	DR 50	Introduction to Computer-Aided Drafting	cat desc, tps, Irng obj, SLOs, assign, txt
LLR	14810.00	ESL 302	Academic Language Support for College	nc
	4110.20	JA 2H	Beginning Japanese II Honors	cat desc, sch desc, prereq, tps, SLOs, Irng
	14796.00	LANG 201	Language Teaching 201	nc
LST	1020.05	BIO 15	General Microbiology	prereq, rec prep, tps, Irng obj, moe, txt
	11017.00	BIO 101	Field Studies: Coastal Marine Ecosystems	cat desc, sch desc, tps, SLOs, moe
			Field Studies: Valley and Grassland	
	14383.00		Ecosystems	tps, moe
		CHEM 1A	General Chemistry I	tps, moe
	1250.00	CHEM 1B	General Chemistry II	rec prep, tps, SLOs, Irng obj, moe, txt
			Introduction to General & Organic	
	9036.00	CHEM 4	Chemistry & Biochemistry	tps, SLOs, moe, assign, txt
MCS	4655.15		Computer Discrete Mathematics I	prereq, sch desc, Irng obj, txt
		MATH 30	Computer Discrete Mathematics I	prereq, txt
			Pre-Statistics	prereq, tps, SLOs, Irng obj, moe
	14799.00	MATH 387	Skills for College Algebra	nc

ITEM: 5.10 DATE: 1/22/19

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Student Out of State Travel

ACTION: 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 educational, cultural, athletic, or college music activities and/or performances. Student travel shall follow the guidelines as listed in the Board Policy 6125 Student Travel: Field Trips and Excursions.

# <u>STATUS</u>

The student out of state travel item listed in EXHIBIT A has 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 college trip date, location, and costs are provided related to the travel.

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 Chancellor recommends that the Board of Trustees approve the college student out of state travel for the participants, date, location and costs.

# Out of State Student Travel 01/22/2019 Board of Trustees Meeting

# Student Course Travel (Board approved curriculum)

Course Name and Catalog Number	Trip Dates Inclusive, to/from	Location of travel	Course fee per student (if appropriate)	Enrollment Capacity	Number of Units for course	Total Cost (Course Fee plus number of units)	College
FASH 218 198262.00	From 6/10/19 To 6/15/19	Midtown Manhattan Garment District	\$1999.00	24	2	\$1999.00 + 2 unit fee	Saddleback

ITEM: 5.11 DATE: 1/22/19

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Commissioning Services Pool

ACTION: Approval

# BACKGROUND

The District employs Commissioning Services firms at various times for capital improvement projects to ensure the technical aspects of mechanical, electrical and plumbing systems are designed, installed and function in accordance with the District criteria and program requirements. Staff evaluates professional services on demonstrated competence and professional qualifications necessary for satisfactory performance.

Pursuant to California Government Code section 53060 the District may contract with and employ any persons for the furnishing of special services and advise 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. Furthermore, Public Contract Code section 6106 and the Government Code section 4526 require that professional services be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at a fair and reasonable price to the public agency. After providing notifications may terminate and the public agency may enter into negotiations with the next most qualified firm. To ensure compliance and transparency in the selection process, the District followed the guidelines of a competitive Request for Proposal (RFP) process.

# <u>STATUS</u>

On November 16, 2018 and November 23, 2018, SOCCCD ran a newspaper advertisement for consideration of a Commissioning Services Pool, including a request for proposal for the Advanced Technology & Applied Science (ATAS) Building project. Additional marketing efforts included placing a copy of the "Requests for Qualifications and Proposals" (RFQ & P) on the District's website.

On December 4, 2018, nine proposals (EXHIBIT A) were received and members of the District, faculty and both college facilities departments joined as a selection committee to evaluate the submittals for the pool. Eight firms are recommended for the pool as follows:

- MA Engineers, Inc., San Diego, CA
- 3 QC, Pasadena, CA
- CBRE/HEERY, Los Angeles, CA

Item Submitted By: Ann-Marie Gabel, Vice Chancellor, Business Services

- P2S Inc., Long Beach, CA
- Glumac, a Tetra Tech Company, Irvine, CA
- Henrikson Owen & Associates, Irvine, CA
- TMCx Solutions, LLC, Las Vegas, NV
- Capital Engineering Consultants, Inc., Long Beach, CA

When the District contemplates future commissioning services, the competitive process will continue with a project specific Requests for Proposal (RFP).

There is no obligation to draw services from the pool and no prohibition to selecting services outside the pool for a specific project if it is considered in the best interest of the District.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the eight firms listed above for a pool from which to draw commissioning services for no greater than a five-year period from January 23, 2019 to January 22, 2024.

# Request for Qualifications & Proposals Commissioning Services Pool South Orange County Community College District

# January 22, 2019

<u>COMPANY</u>	<u>CITY</u>	<u>TECHNICAL</u> <u>RATING</u>	PROPOSED FEES Project Executive/ Commissioning Authority/ Commissioning Provider
*MA Engineers, Inc.	San Diego, CA	1492	\$195/\$170/\$150
*3 QC	Pasadena, CA	1430	\$205/\$190/\$175
*CBRE/HEERY	Los Angeles, CA	1386	\$205/\$180/\$156
*P2S Inc.	Long Beach, CA	1384	\$215/\$190/\$170
*Glumac, a Tetra Tech Company	Irvine, CA	1299	\$250/\$185/\$150
*Henrikson Owen & Associates	Irvine, CA	1248	\$235/\$175/\$165
*TMCx Solutions, LLC	Las Vegas, NV	1230	\$225/\$185/\$175
*Capital Engineering Consultants, Inc.	Long Beach, CA	1151	\$210/\$182/\$149
Enpowered Solutions	Irvine, CA	900	\$235/\$195/\$175

\*Recommended Firms

ITEM: 5.12 DATE: 1/22/19

то:	Board of Trustees
FROM:	Kathleen F. Burke, Chancellor
RE:	SOCCCD: Geotechnical, Testing and Inspection Services Poo
ACTION:	Approval

# BACKGROUND

The District employs Geotechnical, Testing and Inspection services firms at various times for capital improvement projects to ensure the building footings, structural, and roadway systems are designed and installed to meet requirements. Staff evaluates professional services on demonstrated competence and professional qualifications necessary for satisfactory performance.

Pursuant to California Government Code section 53060 the District may contract with and employ any persons for the furnishing of special services and advise 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. Furthermore, Public Contract Code section 6106 and the Government Code section 4526 require that professional services be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at a fair and reasonable price to the public agency. After providing notifications may terminate and the public agency may enter into negotiations with the next most qualified firm. To ensure compliance and transparency in the selection process, the District followed the guidelines of a competitive Request for Proposal (RFP) process.

# <u>STATUS</u>

On October 5, 2018 and October 12, 2018, SOCCCD ran a newspaper advertisement for consideration of a Geotechnical, Testing and Inspection Services Pool. Additional marketing efforts included placing a copy of the "Requests for Qualifications and Proposals" (RFQ&P) on the District's website.

On October 25, 2018, 14 proposals (EXHIBIT A) were received and members of the District and both College Facilities departments joined as a selection committee to evaluate the submittals for the pool. Eight firms are recommended for the pool as follows:

- C.E.M. Lab Corp., Irvine, CA
- Koury Engineering & Testing, Inc., Chino, CA
- MTGL, Inc., Anaheim, CA
- Ninyo & Moore Geotechnical and Environmental Sciences Consultants, Irvine, CA

Item Submitted By: Ann-Marie Gabel, Vice Chancellor, Business Services

- RMA Group, Carson, CA
- SCST Engineering, Newport Beach, CA
- Smith-Emery Laboratories, Inc., Anaheim, CA
- United-Heider Inspection Group, Moreno Valley, CA

When the District contemplates drawing future Geotechnical, Testing and Inspection services from the pool, the competitive process will continue with a project specific Request for Proposal.

There is no obligation to draw services from the pool and no prohibition to selecting services outside the pool for a specific project, if it is in the best interest of the District.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the eight firms listed above for a pool from which to draw Geotechnical, Testing and Inspection services for no greater than a five-year period from January 23, 2019 to January 22, 2024.

## Request for Proposals Geotechnical, Testing and Inspection Services Pool South Orange County Community College District

## January 22, 2019

<u>COMPANY</u>	<u>CITY</u>	<u>TECHNICAL</u> <u>RATING</u>	<u>PROPOSED FEES</u> Principal Geotech Field Engineer Special Inspectors
*C.E.M. Lab Corp.	Irvine, CA	1831	\$145/\$105/\$91
*Ninyo & Moore Geotechnical & Environmental Sciences Consultants	Irvine, CA	1751	\$178/\$156/\$98
*Smith–Emery Laboratories, Inc.	Anaheim, CA	1678	\$150/\$115/\$80
*Koury Engineering & Testing, Inc.	Chino, CA	1658	\$150/\$130/\$83
*RMA Group	Carson, CA	1645	\$150/\$135/\$92
*United–Heider Inspection Group	Moreno Valley, CA	1630	\$175/\$155/\$98
*SCST Engineering	Newport Beach, CA	1627	\$180/\$106/\$106
*MTGL, Inc.	Anaheim, CA	1612	\$150/\$150/\$85
AESCO, Inc	Huntington Beach, CA	1589	\$190/\$160/\$110
NV5 West, Inc.	Irvine, CA	1578	\$190/\$105/\$110
CTE South and Caltech Labs	Riverside, CA	1568	\$130/\$95/\$93
Converse Consultants	Costa Mesa, CA	1491	\$190/\$120/\$118
Willdan Engineering	Anaheim, CA	1453	\$185/\$165/\$83
GMU Geotechnical, Inc.	Rancho Santa Margarita, CA	1250	\$265/\$135/\$110

\*Recommended Firms

TO:	Board of	Trustees
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- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Declare Miscellaneous Furniture and Equipment as Surplus

ACTION: Approval

## BACKGROUND

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

## <u>STATUS</u>

The items described in the attached EXHIBIT A have accumulated over the past two years and have been found no longer suitable for district or college use. It is recommended that a public auction be held in accordance with the requirements of Education Code Section 81450 (b).

## **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the sale or disposal of surplus property and authorize the Executive Director of Procurement, Central Services and Risk Management to hire a private auction firm to conduct the auction, and/or donate, recycle or dispose of items.

## SOCCCD SURPLUS January 22, 2019

ltem	Category	Quantity
Epson Projectors	A/V	6
Hitachi Projectors	A/V	4
Mackie Mixers	A/V	2
Rolling Cart	A/V	1
Sony/Magnavox DVD/VHS Machines	A/V	10
TEAC Cassette Decks	A/V	2
TOA Amplifiers	A/V	2
Lost and Found - Miscellaneous (Boxes)	Accessories	3
Metal File Sorters	Accessories	7
Metal/Plastic File/Drawer Organizers	Accessories	6
Radio Charging Base	Accessories	1
Walker	Accessories	1
Wire/Wood Letter Trays	Accessories	4
Apple iMacs	Computers	15
Dell Computers	Computers	39
Dell Laptops	Computers	18
HP Computers	Computers	58
HP Laptops	Computers	2
Hospital Beds	Equipment	2
Tennis Ball Machines	Equipment	3
Wood Pallets Various Sizes	Equipment	208
Bookcases	Furniture	3
Bookshelf	Furniture	1
Chairs	Furniture	22
Cube Locker	Furniture	1
Desk	Furniture	1
Desks	Furniture	39
File Cabinet	Furniture	1
File Cabinets	Furniture	5
Round Table	Furniture	1
Storage Cabinets	Furniture	2
Table	Furniture	1
Adaptor	Hardware	1
APC/UPS	Hardware	5
Boxes	Hardware	28
Brother Fax Machine	Hardware	1
Calculators	Hardware	2
Cisco Phones	Hardware	18
Cisco Switches	Hardware	33
Computer Chargers	Hardware	21
Motorola Radio	Hardware	1

SOCCCD SURPLUS January 22, 2019 EXHIBIT A Page 2 of 2

Vertex Radio	Hardware	1
Dell Monitors	Monitors	71
HP Monitors	Monitors	32
ViewSonic/Samsung Monitors	Monitors	23
Dell Printer	Print/Copy/Scan	1
Epson Scanners	Print/Copy/Scan	3
HP Printers	Print/Copy/Scan	12
Xerox Printers	Print/Copy/Scan	5
EZGO Golf Cart	Vehicle	1

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, 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 reporting period ending December 31, 2018 and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

## RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the Transfer of Budget Appropriations as listed.

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## TRANSFER OF BUDGET APPROPRIATIONS SUMMARY

## For the period ended December 31, 2018

<u>General Fund</u> Account	Description	From	<u>To</u>
1000	Academic Salaries	\$574,022	<u>10</u>
2000	Classified Salaries	<i><b>Q</b>07 1,022</i>	\$232,789
3000	Fringe Benefits		\$220,999
4000	Books and Supplies		\$15,283
5000	Other Operating Expenses & Services	\$60,178	. ,
6000	Capital Outlay		\$164,676
7500	Student Financial Aid	\$200,000	
7600	Other Payments to Students		\$200,453
Total Transf	ers - General Fund	\$834,200	\$834,200
Conital Outlay Fu	nd		
Capital Outlay Fu	Description	From	То
<u>Account</u> 5000		<u>FIOII</u>	<u>To</u>
6000	Other Operating Expenses & Services Capital Outlay	¢250.000	\$250,000
0000	Capital Outlay	\$250,000	
Total Transf	ers - Capital Outlay Fund	\$250,000	\$250,000
	nt Government - Saddleback College		
<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
2000	Classified Salaries		\$133
3000	Fringe Benefits	<b>0447</b>	\$14
5000	Other Operating Expenses & Services	\$147	
Total Transf	ers - Associated Student Gov't SC	\$147	\$147
Associated Stude	nt Government - Irvine Valley College		
<u>Account</u>	Description	<u>From</u>	<u>To</u>
4000	Books and Supplies		\$1,750
5000	Other Operating Expenses & Services	\$1,750	
Total Transf	ers - Associated Student Gov't IVC	\$1,750	\$1,750
Total Transfers		\$1,086,097	\$1,086,097
		+ .,,	+ .,,

ITEM: 5.15 DATE: 1/22/19

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- RE: SOCCCD: Budget Amendment: Adopt Resolution No. 19-01 to Amend FY 2018-2019 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 2018-2019 Adopted Budget.

<u>General Fund</u>	
Deputy Sector Navigator, Saddleback College	\$200,000
Elevate AAPI, Irvine Valley College	\$50,556
Hunger Free Campus, Irvine Valley College	\$91,021
Hunger Free Campus, Saddleback College	\$146,275
Total Increase to the General Fund	\$487,852
Total Budget Amendment	\$487,852

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 19-01 to amend the FY 2018-2019 Adopted Budget as indicated in EXHIBIT A.

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## GENERAL FUND

## **RESOLUTION NO. 19-01**

## January 22, 2019

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$487,852 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2018-2019 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:

|--|

Account 8100 8600	Income Source Federal Revenue State Revenue	<u>Amount</u> \$50,556 \$437,296 <b>\$487,852</b>
Account	Expenditure Description	Amount
1000	Academic Salaries	\$4,500
2000	Classified Salaries	\$125,000
3000	Fringe Benefits	\$52,293
4000	Books and Supplies	\$241,009
5000	Other Operating Expenses & Services	\$63,050
6000	Capital Outlay	\$2,000
		\$487,852
	Total Budget Amendment	\$487,852

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2018-2019 GENERAL FUND RESOLUTION NO. 19-01 January 22, 2019

STATE OF CALIFORNIA )

)

)

COUNTY OF ORANGE

I, Kathleen F. Burke, 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 \$487,852 duly and regularly adopted by the said Board at a regular meeting thereof held on January 22, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of January, 2019.

Kathleen F. Burke Secretary to the Board of Trustees

- TO: Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: December 2018 Change Orders/Amendments
- ACTION: Ratification

## BACKGROUND

On November 19, 2018, the Board authorized the Chancellor/designee to execute change orders/amendments up to \$200,000 for board ratification. The following change orders/amendments were reviewed and approved by the Vice Chancellor of Business Services or designee, following review by legal counsel, when appropriate.

		Change Order	
		/ Amendment	Revised Total
Exhibit	Contractor Name/Description	Amount	Contract Amount
Α.	Cordoba Corporation	\$0	\$289,000.00
	SOCCCD ADA Self Evaluation Project –		
	Consultant Services Amendment No. 01 – To		
	extend the agreement to support the District		
	through final research and analysis at no cost		
	under the same terms and conditions from		
	12/26/18 to 6/26/19.		
	SOCCCD		
В.	Amtek Construction	(\$2,707.80)	\$452,625.20
	Saddleback College ADA Accessible Ramp		
	(Walkway – Lot 9 to Quad) Project –		
	Construction Services Change Order No. 1 –		
	To extend the agreement an additional 47 days		
	due to additional work, at no cost under the		
	same terms and conditions from 8/4/18 to		
	9/20/18 and a deductive change order for		
	unused contract allowance.		
	SOCCCD		
C.	Otero Construction, Inc.	(\$5,205.00)	\$638,269.00
	Irvine Valley College Construction Defects,		
	Performing Arts Center Project – Construction		
	Services Change Order No. 1 – To extend the		
	agreement an additional 62 days due to		
	additional work, at no cost under the same		
	terms and conditions from 8/21/18 to 10/22/18		
	and a deductive change order for unused		
	contract allowance.		
	SOCCCD		



## AMENDMENT NO. 01

#### TO THE ADA SELF EVALUATION CONSULTANT SERVICES AGREEMENT AT SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

THIS AMENDMENT shall modify the original agreement dated March 26, 2018, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Cordoba Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, Article 11.15 of the original agreement provides that the agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT;

WHEREAS, Article 4.2 of the original agreement provides for performance of this AGREEMENT by the CONSULTANT for 9 months;

WHEREAS, Article 6.1 states the Contract Price for the CONSULTANT'S performance of services under this Agreement shall consist of a lump sum price of \$289,000 ;

WHEREAS, the DISTRICT requires continued consultant services to support the DISTRICT during evaluation of its policies, procedures, practices and services leading up to the CONSULTANT'S final Research and Analysis Findings and Recommendations;

WHEREAS, the contract value is to remain unchanged; and

NOW, THEREFORE, the Parties agree as follows:

1. The term of the AGREEMENT is therefore extended from December 26, 2018, to June 26, 2019 for a no cost change.

Original Contract Amount	\$289,000
Amendment No. 1 – Lump sum	<u>\$ 0</u>
Total Contract Amount	\$289,000

Except as amended herein, the terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS HEREOF, said PARTIES have executed this Amendment as of the date first above written.

Cordoba Corporation

BY:

Signature of Authorized Representative

Print Name: George L. Pla

Print Title: President and CEO

Date: 11/27/2018

Email & Phone: (213) 895-0224

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BY:

Signature of Authorized Representative

Print Name: Priya Jerome

Print Title: Executive Director- Procurement, Risk Mgmt

Date: Email & Phone: (949)582-4405

## South Orange County Community College District Saddleback College ADA Accessible Ramp Project (Walkway - Lot 9 to Quad) Bid No. 2072 Board Change Order No. 1

## December 18, 2018

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	COR Total	REVISED CONTRACT AMOUNT	Previoulsy Approved Time Extension (cal days)
2072	General Contractor	Amtek Construction		\$455,333.00	\$0.00	(\$2,707.80)	\$452,625.20	47
		12409 Slauson Avenue, Suite I Whittier, CA 90606	TOTAL	\$ 455,333.00			\$452,625.20	47

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	1/22/2019	No cost time extension due to additional work.	By Contractor	Approved	\$0.00	47
2	1/22/2019	Unused contract allowance.	By District	Approved	(\$2,707.80)	
		TOTAL THIS CHANGE ORDER REQUEST			(\$2,707.80)	47

## South Orange County Community College District Irvine Valley College Construction Defects, Performing Arts Center Bid No. 346 Board Change Order No. 1

## December 3, 2018

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	COR Total	REVISED CONTRACT AMOUNT	Previoulsy Approved Time Extension (cal days)
346	General Contractor	Otero Construction, Inc.		\$643,474	\$0.00	(\$5,205.00)	\$638,269	0
		8400 N Magnolia Avenue, Suite E, Santee, CA 92071	TOTAL	643,474			638,269	0

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	10/30/2018	Unused contract allowance	By District	Approved	(\$5,205)	62
	I	TOTAL THIS CHANGE ORDER REQUEST			(\$5,205)	62

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Purchase Orders and Checks
- ACTION: Ratification

## 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 \$1,412,094.79 and an additional 353 purchase orders below \$5,000 amounting to \$210,265.41 for a combined total of \$1,622,360.20 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 1,030 checks in the amount of \$16,003,559.72 as summarized and submitted for ratification by the Board of Trustees (EXHIBIT C).

## RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the purchase orders and checks as listed.



## South Orange County Community College District

## Purchase Order Ratification (Supplier)

November 20, 2018 through December 14, 2018

<u>PO #</u>	Supplier	<b>Location</b>	Description	Amount
P189282	Accreditation Commission for Education In Nursing	SC	Nursing Program Accreditation Review and Site Visit Fees	9,235.00
P189312	AT&T	IVC	Annual Telephone Service for ATEP FY 18-19	62,000.00
P189651	Automotive Electronic Services	SC	Diagnostic Kit for Automotive Technology	24,814.83
P189575	B & H Photo	IVC	Large Format Printers for the Theater Arts Department	5,807.73
P189520	B & M Lawn and Garden	SC	Grounds Maintenance Supplies	14,666.15
P189573	Barney's Blends	IVC	Field Conditioner Material for the IVC Baseball Field	5,014.80
P189635	CDW Government	SOCCCD	Hardware for Redundant Internet Links between SC & IVC	15,438.42
P189640	CDW Government	IVC	Network Access Control Project	133,343.50
P189643	CDW Government	SOCCCD	Network Access Control Project	5,487.00
P189644	CDW Government	SC	Network Access Control Project	186,656.50
P189293	ConsuLab Educatech	SC	Circuits Trainer and Supplies for Automotive Technology	28,388.25
P189660	Corp for Education Network Initiatives in CA	SOCCCD	Hardware for Redundant Internet Links between SC & IVC	11,342.00
P189601	Dept Industrial Relations Office of Self-Insurance	SOCCCD	Fees for Office of Self-Insurance Plans FY 18-19	24,223.86
P189276	Diversified Business Services	IVC	Promotional Materials	5,410.85
P189277	Graybar Electric Company	SC	Hoffman Enclosures for MDF/IDF Refresh Project	10,755.91
P189483	GST	SC	Hitachi Projectors for Classroom AV Refresh Project	442,934.99
P189596	GST	SC	Projector Grid Trays for Classroom AV Refresh Project	6,014.00
P189565	Intermountain Lock and Security Supply	SC	Locksmith Supplies	27,812.80
P189370	Keenan & Associates	SOCCCD	Hazardous Materials Inspection FY 18-19	15,029.00
P189654	Matco Tools	SC	Automotive Technology Custom Student Toolkit	5,802.98
P189595	Pocket Nurse Enterprises	SC	Medical Assistant Program Supplies Spring 2019	6,900.92
P189552	Postmaster	SC	Postage for 2019 Spring Gaucho Guide	15,163.35
P189447	Saddleback Bookstore	SC	Books for EOPS-Eligible Students via Book Vouchers	83,270.33
P189547	Saddleback Bookstore	SC	Promise Bookstore Fees Fall 2018	93,010.75
P189597	Snap-On Industrial	SC	Diagnostic Equipment for Automotive Technology	54,093.61
P189532	Sports Field Services	IVC	Material for Baseball Field	8,850.00
P189534	State of California Department of General Svcs	IVC	Field Review Calculator for Access Compliance, Fire & Structural Safety	10,250.00
P189288	United Direct Marketing	IVC	Spring 2019 Community Education & Emeritus Institute Brochure	10,904.50
P189404	United Interiors	IVC	Workstations and Reception Desk	51,191.65
P189286	WAXIE Sanitary Supply	IVC	Vacuums	5,494.93
P189280	Wells Fargo	SC	Google Advertising for Spring 2019 Semester	5,000.00
P189380	Xerox Corporation	SOCCCD	Xerox Copier for Chancellor's Office	5,325.96
P189607	ZOLL Medical Corporation	SC	Zoll Monitor/Defibrillator for Paramedic/Nursing Simulation Training	22,460.22

Total Purchase Orders \$5,000 and above	1,412,094.79
353 Purchase Orders Under \$5,000	210,265.41
Total Purchase Orders	1,622,360.20



## South Orange County Community College District

## Purchase Order Ratification (Amount)

## November 20, 2018 through December 14, 2018

<u>PO #</u>	<u>Supplier</u>	Location	Description	Amount
P189483	GST	SC	Hitachi Projectors for Classroom AV Refresh Project	442,934.99
P189644	CDW Government	SC	Network Access Control Project	186,656.50
P189640	CDW Government	IVC	Network Access Control Project	133,343.50
P189547	Saddleback Bookstore	SC	Promise Bookstore Fees Fall 2018	93,010.75
P189447	Saddleback Bookstore	SC	Books for EOPS-Eligible Students via Book Vouchers	83,270.33
P189312	AT&T	IVC	Annual Telephone Service for ATEP FY 18-19	62,000.00
P189597	Snap-On Industrial	SC	Diagnostic Equipment for Automotive Technology	54,093.61
P189404	United Interiors	IVC	Workstations and Reception Desk	51,191.65
P189293	ConsuLab Educatech	SC	Circuits Trainer and Supplies for Automotive Technology	28,388.25
P189565	Intermountain Lock and Security Supply	SC	Locksmith Supplies	27,812.80
P189651	Automotive Electronic Services	SC	Diagnostic Kit for Automotive Technology	24,814.83
P189601	Dept Industrial Relations Office of Self-Insurance	SOCCCD	Fees for Office of Self-Insurance Plans FY 18-19	24,223.86
P189607	ZOLL Medical Corporation	SC	Zoll Monitor/Defibrillator for Paramedic/Nursing Simulation Training	22,460.22
P189635	CDW Government	SOCCCD	Hardware for Redundant Internet Links between SC & IVC	15,438.42
P189552	Postmaster	SC	Postage for 2019 Spring Gaucho Guide	15,163.35
P189370	Keenan & Associates	SOCCCD	Hazardous Materials Inspection FY 18-19	15,029.00
P189520	B & M Lawn and Garden	SC	Grounds Maintenance Supplies	14,666.15
P189660	Corp for Education Network Initiatives in CA	SOCCCD	Hardware for Redundant Internet Links between SC & IVC	11,342.00
P189288	United Direct Marketing	IVC	Spring 2019 Community Education & Emeritus Institute Brochure	10,904.50
P189277	Graybar Electric Company	SC	Hoffman Enclosures for MDF/IDF Refresh Project	10,755.91
P189534	State of California Department of General Svcs	IVC	Field Review Calculator for Access Compliance, Fire & Structural Safety	10,250.00
P189282	Accreditation Commission for Education In Nursing	SC	Nursing Program Accreditation Review and Site Visit Fees	9,235.00
P189532	Sports Field Services	IVC	Material for Baseball Field	8,850.00
P189595	Pocket Nurse Enterprises	SC	Medical Assistant Program Supplies Spring 2019	6,900.92
P189596	GST	SC	Projector Grid Trays for Classroom AV Refresh Project	6,014.00
P189575	B & H Photo	IVC	Large Format Printers for the Theater Arts Department	5,807.73
P189654	Matco Tools	SC	Automotive Technology Custom Student Toolkit	5,802.98
P189286	WAXIE Sanitary Supply	IVC	Vacuums	5,494.93
P189643	CDW Government	SOCCCD	Network Access Control Project	5,487.00
P189276	Diversified Business Services	IVC	Promotional Materials	5,410.85
P189380	Xerox Corporation	SOCCCD	Xerox Copier for Chancellor's Office	5,325.96
P189573	Barney's Blends	IVC	Field Conditioner Material for the IVC Baseball Field	5,014.80
P189280	Wells Fargo	SC	Google Advertising for Spring 2019 Semester	5,000.00

Total Purchase Orders \$5,000 and above	1,412,094.79
353 Purchase Orders Under \$5,000	210,265.41
Total Purchase Orders	1,622,360.20

South Orange County Community College District



## **Check Ratification**

November 20, 2018 through December 14, 2018

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	839	8,637,727.97
07 IVC Community Education	2	13,858.00
09 SC Community Education	34	209,598.93
12 Child Development	3	18,087.54
40 Capital Outlay	107	6,566,081.42
68 Self Insurance	3	18,676.96
71 Retiree Benefit	2	513,445.38
95 SC Associated Student Government	15	7,677.67
96 IVC Associated Student Government	25	18,405.85

Total

1,030

16,003,559.72

ITEM: 5.18 DATE: 1/22/19

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- RE: SOCCCD: Contracts
- ACTION: Ratification

## BACKGROUND

On November 19, 2018, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$200,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$200,000 for public works projects and \$90,200 for equipment, supplies and maintenance projects.

## **STATUS**

From November 3, 2018 through December 14, 2018, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved a total of 157 contracts, following review by legal counsel, when appropriate.

Contract summaries are as follows:

EXHIBIT	# OF CONTRACTS	CONTRACT	TOTAL
		AMOUNT	
A	54	\$5,000-\$200,000	\$1,610,204.66
В	8	Zero \$	\$0.00
N/A	95	Under \$5,000	\$156,213.84
TOTAL	157		\$1,766,418.50

#### RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify all of the contracts as listed.



## November 3, 2018 through December 14, 2018 Contracts with Values between \$5,000 and \$200,000 Board Date: January 22, 2019

## **CONTRACTOR NAME**

## **CONTRACT AMOUNT**

Ritz Carlton	\$129,000.00
Catering Agreement – To provide catering services and location for the	
Saddleback College Foundation Gala on 9/14/2019.	
Saddleback College Foundation	
Perkins-Eastman Dougherty	\$95,000.00
Architectural Services Agreement (Amend No. 1) - No cost, twenty-five	
month extension of architectural services for B200 Chemistry Labs	
Project to 1/11/2021.	
Irvine Valley College	
Keenan & Associates	\$90,000.00
Loss Control Services Agreement – To provide loss control services	
from 7/24/2018 to 6/30/2021.	
District Services	
Otero Construction, Inc.	\$83,137.00
Construction Services Agreement – To provide construction services for	
B300 Printmaking Studio and Art Gallery Refresh Project from	
11/8/2018 to 1/13/2019.	
Irvine Valley College	
PlanNet Consulting LLC	\$73,520.00
Information Technology Consulting Agreement (Amend No. 2) – To	
increase contract value by \$6,600 for the Indoor Wireless Upgrade	
Project from current agreement value of \$66,920 and to extend term by	
an additional one month to 12/30/2018.	
District Services	
SD Modeling, Inc.	\$69,500.00
Construction Services Agreement – To provide seal coating for the Life	
Sciences Building from 12/13/2018 to 1/13/2019.	
Irvine Valley College	
Minco Construction	\$60,750.00
Construction Services Agreement – To provide electric utility support	
services from 12/1/2018 to 1/15/2019. Irvine Valley College	
Bionerds, LLC	\$60,000.00
Educational Services Agreement (Amend No. 1) – To increase contract	
value by \$50,000 for additional Biology workshops for Community	
Education Program from current agreement value of \$10,000 through	
6/30/2020.	
Saddleback College	

	0
Environmental Planning Development Solutions, Inc.	\$60,000.00
Professional Services Agreement – To provide environmental planning	
related services for the ATEP site from 11/27/2018 to 11/26/2019.	
District Services	
Constal Dynamics Information Technology Inc.	¢59,000,00
General Dynamics Information Technology, Inc.	\$58,000.00
Information Technology Agreement – To provide mailing services of	
1098-T tax forms to students and file submissions to the IRS from	
10/1/2018 to 10/1/2019.	
District Services	
LEBA Architects	\$55,300.00
Architectural Services Agreement (Amend No. 2) – To increase contract	
value by \$4,350 for the Veterans Center Tenant Improvement Project	
from current agreement value of \$50,950 through 12/1/2018.	
Saddleback College	
Facilities Dynamics Engineering	\$54,500.00
Commissioning Services Agreement (Amend No. 2) – No cost, seven-	ψο 1,000.00
month extension of inspection and consulting services for Saddleback	
College's Data Center Mechanical Systems Commissioning and	
Upgrades Project to 7/1/2019.	
District Services	
U.S. Vets	\$50,000.00
Independent Contractor Agreement – To provide mental health services	
to military veterans from 9/15/2018 to 6/30/2019.	
Irvine Valley College	
ACCO Engineered Systems	\$48,304.00
Construction Services Agreement – To provide engineering services for	φ10,001.00
Student Services Center VAV Reheat Piping Project from 11/2/2018 to	
1/13/2019.	
Irvine Valley College	
BPI Inspection Services	\$46,760.00
DSA Inspection Services Agreement (Amend No. 2) – To increase	
contract value by \$17,920 for B300 Exterior Improvements Project from	
current agreement value of \$28,840 through 1/31/2019.	
Irvine Valley College	
Arroyo Trabuco Golf Club	\$40,000.00
Independent Contractor Agreement – To provide a facility for the men's	
and women's golf teams from 11/1/2018 to 6/30/2020.	
Saddleback College	
Pyro-Comm Systems, Inc.	\$40,000.00
Professional Services Agreement – To provide monitoring and	
inspection of fire alarm systems from 10/5/2018 to 6/30/2019.	
Saddleback College	

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San Bernardino Community College District	\$40,000.00
Independent Contractor Agreement – To administer customized training	(Revenue)
to companies enrolled in the Employment Training Panel Program from	
10/15/2018 to 6/30/2019.	
Saddleback College	
BPI Inspection Services	\$37,100.00
DSA Inspection Services Agreement – To provide inspection services for	. ,
the Gym and Baseball Bleachers Project from 12/16/2017 to 8/16/2018.	
Saddleback College	
	<u>Фре ЕОО ОО</u>
NDNA Monitoring & Consulting, LLC	\$35,500.00
Construction Monitoring Services Agreement – To provide native	
American consulting services for the Saddleback College Athletics	
Stadium and Site Improvements Project from 9/1/2018 to 11/30/2018.	
District Services	<b>#04 000 00</b>
Yosemite Community College District	\$21,000.00
Instructional Grant Agreement – To administer child development training	(Revenue)
programs from 9/1/2018 to 6/30/2019.	
Saddleback College	
25th Communications	\$20,500.00
Independent Contractor Agreement – To provide digital media	
advertising services for the Fall Career and Technical Education	
Campaign from 11/9/2018 to 1/14/2019.	
Saddleback College	
Dell Products L.P.	\$20,251.22
Software License Agreement – Renewal of Wyse software, used for the	
maintenance of virtual desktops, from 11/20/2018 to 11/20/2021.	
Irvine Valley College	
HPI Architecture	\$20,000.00
Architectural Services Agreement – To provide structural engineering	<i>q</i> _0,000.00
assessment services for classroom projectors from 11/12/2018 to	
12/31/2019.	
District Services	
Threeforks, Inc.	\$20,000.00
Professional Services Agreement – To provide set-up and support	Ψ20,000.00
services for PowerFAIDS and SAP processes from 11/1/2018 to	
6/30/2019.	
Saddleback College	
Dude Solutions, Inc.	\$16,159.37
Software License Agreement – Renewal of software used for online	$\psi$ 10,100.07
work order ticket solutions by the Facilities and Maintenance	
department from 1/1/2019 to 12/31/2019.	
Irvine Valley College	

	•
ACCO Engineered Systems, Inc.	\$14,999.00
Field Services Agreement – To provide various HVAC equipment	
repairs and services from 11/7/2018 to 6/30/2019.	
Irvine Valley College	
Waxie Sanitary Supply	\$14,999.00
Field Services Agreement – To provide various custodial equipment	. ,
repairs from 11/7/2018 to 6/30/2019.	
Irvine Valley College	
	¢11.000.00
IBI Group	\$14,800.00
Architectural Services Agreement – To provide architectural services for	
the PE100 Team Room Project from 11/1/2018 to 1/31/2019.	
Irvine Valley College	
Avritek	\$14,297.50
Independent Contractor Agreement – To provide electronic media	
destruction services for technology devices from 11/9/2018 to	
12/31/2018.	
District Services	
SAE Communications	\$14,000.00
Professional Services Agreement – To provide consulting services	
related to crisis communication from 11/1/2018 to 11/1/2019.	
Irvine Valley College	
Larry McLaughlin	\$13,920.00
Professional Services Agreement – To provide consulting services for	φ13, <del>3</del> 20.00
the Energy, Construction and Utilities Deputy Sector Navigator (DSN)	
under the Doing What Matters Initiative from 12/1/2018 to 12/31/2018.	
•	
District Services	¢12,020,00
CASC Engineering and Consulting, Inc.	\$12,920.00
Professional Services Agreement – To provide land survey services for	
the Saddleback College Athletics Stadium and Site Improvement	
Project from 10/31/2018 to 12/22/2018.	
District Services	<u></u>
Tuttle-Click's Tustin Chrysler Jeep Dodge Ram	\$11,500.00
Independent Contractor Agreement (Amend No. 1) – To increase	
contract value by \$7,000 for additional repair services of police vehicles	
from current agreement value \$4,500 through 6/15/2018.	
Irvine Valley College	
<u>CDW-G, LLC</u>	\$10,600.00
Software License Agreement – Annual renewal of Singlewire, an	
emergency notification system, from 11/10/2018 to 11/9/2019.	
District Services	
Lisa Fogarty	\$10,000.00
Independent Contractor Agreement – To provide foundation event	+ ,
planning and catering services on 12/11/2018.	
Saddleback College Foundation	

Item Submitted By: Ann-Marie Gabel, Vice Chancellor, Business Services

10,000.00
510,000.00
\$9,745.00
\$9,200.00
\$5,200.00
\$9,000.00
\$9,000.00
\$9,000.00
\$8,400.00
\$7,567.99
\$7,250.00

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Jose A. Gonzales	\$7,125.00
Independent Contractor Agreement – To provide hearing officer	
services for employee dismissal hearings from 9/1/2018 to 12/31/2018.	
District Services	
ePlus Technology, Inc.	\$7,030.00
Software License Agreement –Annual renewal of Quantum, an	<i></i>
archiving software used for security camera video storage, from	
1/10/2019 to 1/9/2020.	
Saddleback College	
Hampton Tedder Electric Company	\$6,800.00
Field Services Agreement – To provide support for the temporary	+ = , = = = = = = =
transfer of power for Saddleback College Athletics Stadium Project from	
9/15/2018 to 9/18/2018.	
District Services	
Yosemite Community College District	\$6,250.00
Instructional Grant Agreement – To administer child development	(Revenue)
training programs from 9/1/2018 to 6/30/2019.	(
Irvine Valley College	
	¢5 504 50
BlackBaud, Inc.	\$5,584.58
Subscription Agreement – Annual renewal of software used for fund	
raising solutions from 12/3/2018 to 12/3/2019.	
Saddleback College Foundation	
Suzanne Hammoud	\$5,500.00
Professional Services Agreement – To provide on-site vocational ESL	
training to Herbalife International employees from 9/22/2018 to	
11/10/2018.	
Saddleback College	
WSP USA, Inc.	\$5,435.00
Labor Compliance Services Agreement – To provide labor compliance	
services for ATEP Temporary Fence Project from 12/1/2018 to	
5/31/2019.	
District Services	
CodeSpeak Labs, LLC	\$5,000.00
Educational Services Agreement – To provide computer coding classes	
offered through Community Education program from 1/22/2019 to	
5/31/2019.	
Saddleback College	
Pacific Coast Entertainment	\$5,000.00
Professional Services Agreement – To provide peer review and	
technical design consulting services for Performing Arts Center from	
9/1/2018 to 12/31/2019.	
Irvine Valley College	

## November 3, 2018 through December 14, 2018 Contracts with Values of \$0 Board Date: January 22, 2019

## **CONTRACTOR NAME**

## **CONTRACT AMOUNT**

Capistrano Unified School District	\$0.00
Facility Use Agreement – To provide a location for track & field practices	
from 11/1/2018 to 12/3/2018.	
Saddleback College	
City of Lake Forest	\$0.00
Facility Use Agreement – To provide a location for Emeritus classes from 8/20/2018 to 8/19/2019.	
Saddleback College	
City of Mission Viejo	\$0.00
Facility Use Agreement – To provide a location for a retreat by the Office of the President on 12/6/2018.	
Saddleback College	
Grand Canyon University	\$0.00
Concurrent Enrollment Program Agreement – To provide scholarships to	
students who are concurrently enrolled in partner in nursing degree	
programs from 11/20/2018 to 11/20/2021.	
Saddleback College	
Harmony Heals, Inc.	\$0.00
Guest Lecturer Agreement – To provide a presentation on Applying	
Psychology to Calm Anxieties on 11/27/2018.	
Saddleback College	
Help Me Grow Orange County	\$0.00
Guest Lecturer Agreement – To provide a presentation on parenting to	
enhance a child's development on 11/29/2018.	
Saddleback College	
Long Beach Memorial Medical Center	\$0.00
Educational Affiliation Agreement – To provide training and field	
experiences for health services students from 1/1/2019 to 12/31/2024.	
Saddleback College	
National Alliance on Mental Illness	\$0.00
Independent Contractor Agreement – To provide a presentation on	
Reducing the Stigma Surrounding Mental Illness on 11/26/2018.	
Saddleback College	

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, 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, 2019, 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, 2019, each member District will have one vote for each vacancy on the CCCT board who will serve three-year terms. For 2019, seven (7) persons will be elected to the board; five (5) 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 5, 2019, and the President of the CCCT board will administer the Oath of Office at the June 21-22, 2019 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 11, 2018
To:	California Community College Trustees
	California Community College Chancellors/Superintendents
From:	Larry Galizio, President & CEO, Community College League of California
Subject:	CCCT Board Election - 2019

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, 2019**. 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, 2019. 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 2019, seven (7) persons will be elected to the CCCT board. There are five (5) 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 5, 2019), and the President of the CCCT board will administer the Oath of Office at the June 21-22, 2019 meeting in Sacramento.

If you have any questions about the CCCT board election process, please contact Agnes Lupa (916-444-8641 or <u>agnes@ccleague.org</u> 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, 2019,** 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 College	ege League of
California. The nominee has been contacted and has given permission to be placed into nomin	ation.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nor	ninee.

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, 2019**, 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)
	(omce)
<b>EDUCATION</b>	
Certificates/Degrees:	
PROFESSIONAL EXPERIENCE	
Present Occupation:	
Other:	
COMMUNITY COLLEGE ACTIVITIES	
College District Where Board Memb	er:
	s Held on Local Board:
State Activities (CCCT and other org Chancellor's Committees, etc.	ganizations boards, committees, workshop presenter;

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

## **CIVIC AND COMMUNITY ACTIVITIES**

#### **OTHER**

Must be returned to the League office postmarked no later than February 15, 2019 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 2018-19 BOARD ROSTER

SALLY BIGGIN Redwoods CCD

**KENNETH BROWN** El Camino CCD

LAURA CASAS Foothill DeAnza CCD

STEPHAN CASTELLANOS First Vice President San Joaquin Delta CCD

> **DON EDGAR** Sonoma County CCD

> MARY FIGUEROA Riverside CCD

ADRIENNE GREY Second Vice President West Valley-Mission 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

LARRY KENNEDY Ventura County CCD JIM MORENO President Coast CCD

**ERIC PAYNE** State Center CCD

**GREG PENSA** Allan Hancock Joint CCD

> MARISA PEREZ Cerritos CCD

ANN RANSFORD Immediate, Past-President Glendale CCD

LOREN STECK Monterey Peninsula CCD

> LINDA WAH President-elect Pasadena CCD

KELLIE N. WILLIAMS Student Member Los Angeles CCD

EXHIBIT A Page 7 of 7

# **CCCT Board Terms**

Election	<u>Seat</u>	<u>First</u> <u>Elected/Appointed</u>	<u>Next</u> <u>Election</u>	<u>Terms Left for</u> Incumbent
	Wah	2013	2019	1
	Biggin	2013	2019	1
6	Hart*	2010	2019	0
201	Jaffe*	2009	2019	0
5	Keith	2013	2019	1
	Brown	2016	2019	2
	Figueroa	2016	2019	2
	Casas*	2011	2020	0
	Castellanos*	2011	2020	0
	Grey	2014	2020	1
2020	Haynes	2014	2020	1
07	Hoffman	2016	2020	2
50	Kennedy	2018	2020	3
	Moreno*	2011	2020	0
	Perez	2017	2020	2
	Steck	2017	2020	2
	Edgar	2015	2018	1
5	Hastey	2015	2018	1
202	Payne	2018	2021	2
50	Pensa	2018	2021	2
	Ransford	2012	2021	0

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- RE: SOCCCD: Grant Award, Saddleback College, Collaborative Research: NSF INCLUDE Alliance: STEM Core Expansion Subaward Issuance to San Jose Evergreen Community College District
- **ACTION:** Approval

## BACKGROUND

Saddleback College received an \$8,819,760 award from the National Science Foundation (NSF) for a five-year period from September 1, 2018 to August 31, 2023. In order to accomplish the goals of the project, Saddleback College intends to issue subaward agreements to four entities: Growth Sector, San Jose Evergreen Community College District, Community College of Baltimore County, and Stanford University to perform essential project activities as originally proposed to the NSF.

## <u>STATUS</u>

The subaward agreement to San Jose Evergreen Community College District (EXHIBIT A), includes all data elements and terms and conditions required in order to comply with all federal, state and local regulations and policies related to the issuance of subawards under federal awards. San Jose Evergreen Community College District will play an essential role in the NSF INCLUDES Alliance by functioning as the hub institution for partner colleges in the northern California and Pacific Northwest/Washington State regions and coordinating hub communications, dissemination, and implementation of the STEM Core model, assisting with the hiring of student support specialists at partner colleges, and collecting program data for alliance reporting and evaluation needs. The subaward to San Jose Evergreen Community College District will be in the amount of \$990.489 over a five-year period. as originally proposed and awarded by NSF, subject to availability of funds authorized by NSF to Saddleback College.

## RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve this subaward to San Jose Evergreen Community College District for \$990,489 over five years under Saddleback College's NSF Cooperative Agreement award HRD-1834628.

Item Submitted By: Dr. Elliot Stern, President, Saddleback College Ann-Marie Gabel, Vice Chancellor, Business Services

Cost Reimbursement Res	earch Subaward Agreement
Federal Awarding Agency:	
Pass-Through Entity (PTE):	Subrecipient:
PTE PI:	Sub PI:
PTE Federal Award No:	Subaward No:
Project Title:	
Subaward Period of Performance (Budget Period):	
Start: End:	Amount Funded This Action (USD): \$
Estimated Project Period (if incrementally funded): Start: End:	Incrementally Estimated Total (USD): \$
<ol> <li>PTE hereby awards a cost reimbursable subaward, as d budget for this Subaward are as shown in Attachment 5. independent entity and not an employee or agent of PTE</li> <li>Subrecipient shall submit invoices not more often than n incurred. Upon the receipt of proper invoices, the PTE a and 2 CFR 200.305. All invoices shall be submitted usin current and cumulative costs (including cost sharing), St (a). Invoices that do not reference PTE Subaward numb concerning invoice receipt or payments shall be directed Attachment 3A.</li> <li>A final statement of cumulative costs incurred, including Contact, as shown in Attachmen The final statement of costs shall constitute Subrecipien</li> <li>All payments shall be considered provisional and are su such adjustment is necessary as a result of an adverse a Subaward, and any changes requiring prior approval, sh shown in Attachments 3A and 3B. Techn</li> <li>Matters concerning the request or negotiation of any cha Subaward, and any changes requiring prior approval, sh shown in Attachments 3A and 3B. Any such change mat party's Authorized Official, as shown in Attachments 3A</li> <li>The PTE may issue non-substantive changes to the Per Unilateral modification shall be considered valid 14 days sent to Subrecipient's Contact, as</li> <li>Each party shall be responsible for its negligent acts or officers, or directors, to the extent allowed by law.</li> <li>Either party may terminate this Subaward with 30 days of the party may terminate this Subaward with 30 days of the party may terminate this Subaward with 30 days of the party may terminate this Subaward with 30 days of the party may terminate this Subaward with 30 days of the party may terminate this Subaward with 30 days of the party may terminate this Subaward with 30 days of the party may terminate this Subaward with 30 days of the party may terminate this Subaward with 30 days of the party may terminate the subaward with 30 days of the party may terminate the subaward with 30 days of</li></ol>	nonthly and not less frequently than quarterly for allowable costs grees to process payments in accordance with this Subaward g Subrecipient's standard invoice, but at a minimum shall include ubaward number, and certification, as required in 2 CFR 200.415 ber shall be returned to Subrecipient. Invoices and questions d to the party's Contact, shown in cost sharing, marked "FINAL" must be submitted to PTE's ent 3A, <u>not later than</u> <b>60</b> days after the nt's final financial report. ubject to adjustment within the total estimated cost in the event audit finding against the Subrecipient. ubaward shall be directed to the appropriate party's Principal nical reports are required as shown in Attachment 4. anges in the terms, conditions, or amounts cited in this hall be directed to each party's Contact, as de to this Subaward requires the written approval of each and 3B. riod of Performance and budget s after receipt unless otherwise indicated by Subrecipient when s shown in Attachment 3B. omissions and the negligent acts or omissions of its employees, written notice to the appropriate party's Il pay Subrecipient for termination costs as allowable under
certifies that it will perform the Statement of Work in acc applicable terms of the Federal Award, including the ap	ereto which are hereby incorporated by reference, Subrecipient cordance with the terms and conditions of this Subaward and the propriate Research Terms and Conditions ("RTCs") of the 2. The parties further agree that they intend this Subaward to ments.
By an Authorized Official of Pass-through Entity:	By an Authorized Official of Subrecipient:

Name:	Date	Name:	Date
Title:		Title:	

## Attachment 1

#### **Certifications and Assurances**

#### Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

#### Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

#### Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

#### Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

# Attachment 2

Subaward Number

SC - SUB - G1288

Federal Award and PTE Terms and Conditions

#### **Required Data Elements**

	Federal Award Issue Date	FAIN	CFDA No.
The data elements required by Uniform Guidance are incorporated as entered	08/30/2018	HRD-1834628	47.076
This Subaward Is:	CF	DA Title	
Research & Development	Education and Human Resou	rces	
	Key Perso	onnel Per NOA	

## **General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

- To abide by the conditions on activities and restrictions on expenditures of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website: <u>https://nsf.gov/pubs/policydocs/pappg18\_1/index.jsp</u>
- 2. 2 CFR 200 and 2 CFR 2500.
- 3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at: <u>http://www.nsf.gov/bfa/dias/policy/grants.jsp</u>
- 4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at: <u>https://www.nsf.gov/awards/managing/rtc.jsp</u> except for the following:
  - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
  - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
  - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
  - d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
  - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
- 5. Treatment of program income: Additive

#### **Special Terms and Conditions:**

#### Copyrights:

Subrecipient grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

### Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

#### Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and attached.

## Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: \_\_\_\_\_Subrecipient\_\_\_\_ (PTE or Subrecipient).

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: NSF – NSF PAPPG Chapter IX.A

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be report to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

#### Additional Terms:

#### Audits:

As required by California Education Code Section 84040, PTE and Subrecipient will conduct their annual financial and compliance audits with each covering the cost for their respective audits.

#### **Certification:**

Acceptance of this Subaward constitutes certification that the Subrecipient is in compliance with the series 3000 of the staff diversity/affirmative action policy (in Americans with Disabilities Act (1990), Ed Code 87100, Title V, California Code of Regulations Policy Number 3010(x).

#### Disputes:

All claims, disputes, and other matters in question between the PTE and Subrecipient arising out of or relating to this Subaward or the breach thereof shall be addressed in the following manner. The PTE and Subrecipient shall enter into good faith negotiations to reach an equitable settlement. If a good faith settlement cannot be reached, the PTE and Subrecipient may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, mini-trial, or other method of alternative dispute resolution. In the event that the PTE and Subrecipient are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest South Orange County Community College District office involved in the suit. Should it be necessary for either PTE or Subrecipient to initiate legal proceedings to resolve disputes arising out of or relating to this Subaward, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings. Notwithstanding the fact that a

dispute, controversy or question shall have arisen in the interpretation of any provision of this Subaward, the performance of any work, the delivery of any material, the payment of any moneys to Subrecipient, or otherwise, Subrecipient agrees that it will not directly or indirectly stop or delay the work directed by PTE, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

#### Indemnification:

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

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

#### Insurance:

Subrecipient agrees to maintain, in full force and effect, at Subrecipients expense, the following insurance coverages 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, 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); (iii) Employer's covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of no less than One Million Dollars (\$1,000,000).

Subrecipient agrees to name the South Orange County Community College District, the South Orange County Community College District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). Subrecipient shall deliver Certificate(s) of Insurance and Additional Insured Endoresment(s) evidencing the required coverages to South Orange County Community College District, which shall be subject to the South Orange County Community College 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 the South Orange County Community College District, Attn: Purchasing, Contract, and Material Management Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692, before services are to commence.

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

## Independent Contractor:

Subrecipient, in the performance of this Subaward, shall be and act as an independent contractor and not an employee of PTE. Subrecipient, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of PTE, and are not entitled to benefits of any kind or nature normally provided employees of PTE and/or to which PTE's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. PTE assumes the full responsibility of 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 Subaward. Subrecipient 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 Subrecipient's employees. Subrecipient agrees to indemnify and hold PTE harmless from and against any and all liability arising from any failure or alleged failure of Subrecipient to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Subrecipient's employees.

#### Law:

In performing the Work, both PTE and Subrecipient shall comply with applicable federal and California antidiscrimination laws, as well as all federal, state, and local laws, codes, regulations, and ordinances that are now or may in the future become applicable to the work. PTE shall not be responsible for compliance with any rules or regulations applicable to the Subrecipient that are not expressly incorporated into this Subaward. Subrecipient and all Subrecipient'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 Subaward.

#### Assignment:

Neither PTE nor Subrecipient shall assign or transfer any of its rights or obligations under this Subaward, including by operation of law or change of control or merger, without the other's prior written consent.

#### Non-Waiver:

The failure of PTE or Subrecipient to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Subaward, 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.

#### **Entire Agreement and Amendment:**

This Subaward constitutes the entire agreement and understanding between the PTE and Subrecipient, and is a complete and exclusive statement of the terms of the PTE and Subrecipient agreement pursuant to Code of Civil Procedure Section 1856.

# Approval by South Orange County Community College's Board of Trustees:

Pursuant to Education Code Section 81655, this Subaward is not valid and does not constitute an enforceable obligation against PTE unless and until PTE's Board of Trustees has approved or ratified this Subaward as evidenced by a motion duly passed and adopted by the Board of Trustees.

# Attachment 3A

Pass-Through Entity (PTE) Contacts

#### **PTE** Information

Entity Name:

Legal Address:

Website:

PTE Contacts							
Central Email:							
Principal Investigator Name:							
Email:	Telephone Number:						
Administrative Contact Name:							
Email:	Telephone Number:						
COI Contact email (if different to above):							
Financial Contact Name:							
Email:	Telephone Number:						
Email invoices? Yes No Invoice email (if different	):						
Authorized Official Name:							
Email:	Telephone Number:						
PI Address:							

Administrative Address:

Invoice Address:

# Attachment 3B

Subrecipient Contacts

# Subrecipient Information for <u>FFATA</u> reporting Entity's DUNS Name:

EIN No.:	Institution Type:		
DUNS:	Currently registered in SAM.gov:	Yes No	
	Exempt from reporting executive comp	pensation: Yes	No (if no, complete 3Bpg2)
Parent DUNS:	This section for U.S. Entities:	Zip Code <u>Look-up</u>	
Place of Performance Address	Congressional District:	Zip Code+4:	

Subrecipient Contacts	
Central Email: Website:	
Principal Investigator Name:	
Email:	Telephone Number:
Administrative Contact Name:	
Email:	Telephone Number:
Financial Contact Name:	
Email:	Telephone Number:
Invoice/Payment Email:	
Authorized Official Name:	
Email:	Telephone Number:
Legal Address:	

Administrative Address:

Payment Address:

# Attachment 3B-2

**Highest Compensated Officers** 

# Subrecipient:

Institution Name:

PI Name:

# **Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Subaward Number:

# Attachment 4

#### **Reporting and Prior Approval Terms**

Subrecipient agr	ees to submit the follow	ving reports (PTE contacts are	e identified in Attachme	nt 3A):	
Technical Repo	orts:				
•	chnical/progress reports of the month.	s will be submitted to the PTE's		within	days of
Quarterly te the PTE's	echnical/progress repor	ts will be submitted within 30	days after the end of ea	ich project qu	arter to
Annual tecl	nnical / progress report	s will be submitted within	days prior to the end	d of each buc	lget period
to the PTE'	S	. Such report shall also i	nclude a detailed budge	et for the nex	t Budget Period,
•		sonnel, certification of appropr l, and annual IRB or IACUC a		nduct of hum	an subject
		vill be submitted to the PTE's ermination of this award, whic	hever comes first.	within	days of the
		project as may be required by o the Federal Awarding Agen		in c	order for the PTE
Prior Approvals	5:				

Carryover:

## Other Reports:

In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

**Other Special Reporting Requirements:** 

Subaward Number:

# Attachment 5 Statement of Work, Cost Sharing, Indirects & Budget

# Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a Subrecipient Federal Award Project Description

# **Budget Information**

Indirect Information Indirect C	ost Rate (IDC	%	Cost Sharing	
Rate Type:				If Yes, include Amount: \$
Budget Details	Below	Attached,	pages	
				Dudget Tetele

# Budget Totals

Direct Costs \$

- Indirect Costs \$
- Total Costs \$

All amounts are in United States Dollars

# NSF INCLUDES Alliance STEM Core Expansion Statement of Work

# San José Evergreen Community College District (SJECCD)

SJECCD will function as the Hub for the northern California and Washington state STEM Core partner colleges, hereafter referred to as the PNW Hub.

The PNW Hub will play a role in developing relationships with community college, regional and statewide leaders, political leaders, workforce and economic development leaders and philanthropic organizations which will play a part in sustaining the STEM Core model.

Perform Hub coordinator duties for the PNW Hub, including:

- Engage with partner colleges that have agreed to implement the STEM Core Model
- Ensure each PNW Hub partner college has a plan to implement a FALL 2018 or FALL 2019 STEM Core cohort with a student support specialist
- Provide assistance to PNW Hub partners in finding cohort student internship opportunities
- Conduct quarterly PNW HUB partner meetings
- Develop the data infrastructure to monitor and respond to emerging network needs.
- Monitor data for continuous improvement
- Assist with internships and employer development in the PNW Hub region
- Coordinate the collection of PNW Hub region student academic data

The PNW Hub will collect and report the following data to the grant PI and Growth Sector on an annual basis and in some cases quarterly (as required):

- Number of regional networked colleges
- Number of additional workforce and community partners characterized by role and program/resource contribution
- Number and program contributions of regional employers
- Number of extended dual credit STEM Core programs at high school and community based organizations
- Additional regional public/private funding over grant term
- Number of Hub presentations at regional or national convenings
- STEM Core key elements promoted / funded in related regional programs / policies / resources
- List of the colleges' dual credit STEM Core programs at high schools and / or community-based organization.

Perform grant duties as follows:

- Attend and support PI approved annual STEM Core network national convenings
- Attend required annual meeting at NSF headquarters in Washington D.C.
- Provide the PI, or his designated representative, with required quarterly and annual reports
- Submit invoices in a timely manner
- Communicate activities and other required information with other grant stakeholders, including other Hubs and the backbone organization, Growth Sector
- Communicate required data with the designated external evaluator organization

#### Organization: San Jose Evergreen Community College District PI: William Watson Program: NSF INCLUDES Alliance Project Performance Dates: 09/01/2018 - 08/31/2023 Budget Dates:

Program Specific Indirect Rate (if applicable)	3.0% 0.0%	Budget Notes															
ETAILED BUDGET SUMMARY																	
	Rates	Project Year 1	Effort %	Effort (PM)	Project Year 2	Effort %	Effort (PM)	Project Year 3	Effort %	Effort (PM)	Project Year 4	Effort %	Effort (PM)	Project Year 5	Effort %	Effort (PM)	Total
ECTION A: Request																	
Senior/Key Personnel																	
PI: William Watson		\$0	0.00%	0.00	\$0	0.00%	0.00	\$0	0.00%	0.00	\$0	0.00%	0.00	\$0	0.00%	0.00	\$0
Co PI:		\$0	0.00%	0.00	\$0	0.00%	0.00	\$0	0.00%	0.00	\$0	0.00%	0.00	\$0	0.00%	0.00	\$0
. Other Personnel: Lynette Gray		\$18,256	15.00%	0.00	\$18,804	15.00%	0.00	\$18,804	15.00%	0.00	\$18,804	15.00%	0.00	\$18,804	15.00%	0.00	\$93,47
Lynette Gray		\$18,256	0.00%	0.00	\$18,804 \$0	0.00%	0.00	\$18,804 \$0	0.00%	0.00	\$18,804 \$0	0.00%	0.00	\$18,804	0.00%	0.00	\$93,47
Personnel Subtotal		\$18,256	0.0070	0.00	\$18,804	0.0070	0.00	\$18,804	0.0070	0.00	\$18,804	0.0070	0.00	\$18,804	0.0070	0.00	\$93,472
1. Fringe Benefits on Senior Personnel		1 1 1 1 1			1												\$0
Enter Benefits Rate:	0.00	\$0			\$0			\$0			\$0			\$0			\$0
1. Fringe Benefits on Other Personnel																	
Enter Benefits Rate:	27.40	\$5,001			\$5,152			\$5,152			\$5,152			\$5,152			\$25,60
Enter Benefits Rate on Students:	0.00	\$0			\$0			\$0			\$0			\$0			\$0
Fringe Subtotal		\$5,001			\$5,152			\$5,152			\$5,152			\$5,152			\$25,60
Equipment (>\$5K; life expectancy of >1 year)																	
Equipment Subtotal		\$0 \$0			\$0 \$0			\$0 \$0			\$0 \$0			\$0 \$0			\$0 \$0
1. Travel (Domestic)		\$U			\$U			\$U			\$0			<i>\$0</i>			Ş0
Trip #1		\$0			\$0			\$0			\$0			\$0			\$0
2: Travel (Foreign)					ψŪ			ŞŪ			Ç			ŞĞ			ŲŲ
Trip #1		\$0			\$0			\$0			\$0			\$0			\$0
Travel Subtotal		\$0			\$0			\$0			\$0			\$0			\$0
. Participant/Trainee Support																	
1. Tuition/Fees/Health Insurance		\$0			\$0			\$0			\$0			\$0			\$0
2. Stipends		\$0			\$0			\$0			\$0			\$0			\$0
3. Travel \$	10,000 per partner college x 5 colleges	\$30,000			\$30,000			\$30,000			\$30,000			\$30,000			\$150,00
4. Subsistence	J Colleges	\$0			\$0			\$0			\$0		-	\$0			\$0
5. Other		\$0			\$0			\$0			\$0			\$0			\$0
		\$0			\$0			\$0			\$0			\$0			\$0
# of Participants/Trainees: Participant/Trainee Support Subtotal		\$0 \$30,000			\$0 <i>\$30,000</i>			\$0 \$30,000			\$0 \$30,000			\$0 \$30,000			\$0 <i>\$150,00</i>
Other Direct Costs		\$30,000			\$30,000			\$30,000			\$30,000			\$30,000			\$150,00
1. Materials and Supplies																	
		\$0			\$0			\$0			\$0			\$0			\$0
		\$0			\$0			\$0			\$0			\$0			\$0
2. Publication Costs																	
		\$0		1	\$0			\$0		1	\$0			\$0			\$0
		\$0			\$0			\$0			\$0			\$0			\$0
3. Consultant Services																	
		\$0			\$0			\$0			\$0			\$0			\$0
4. ADP/Computer Services		\$0			\$0			\$0			\$0			\$0			\$0
5. (2nd Tier) Subawards/Consortium/Contractual Costs																	
2nd tier Sub1: Direct		\$0			\$0			\$0			\$0			\$0			\$0
2nd tier Sub1: Indirect		\$0			\$0			\$0			\$0			\$0			\$0
6. Equipment or Facility Rental User Fees																	
		\$0			\$0			\$0			\$0			\$0			\$0
		\$0		1	\$0	1		\$0	1	1	\$0	1	1	\$0			\$0

Rates	Project Year 1	Effort %	Effort (PM) P	Project Year 2	Effort %	Effort (PM)	Project Year 3	Effort %	Effort (PM)	Project Year 4	Effort %	Effort (PM)	Project Year 5	Effort %	Effort (PM)	Total
SECTION A: Request																
7. Alteration and Renovations																
	\$0			\$0			\$0			\$0			\$0			\$0
8. Other	\$10,000			\$5,000			\$0			\$0			\$0			\$15,000
Ohlone	\$10,000			\$5,000			\$0			\$0			\$0			\$15,000
Skyline	\$10,000			\$5,000			\$0			\$0			\$0			\$15,000
San Jose City				\$5,000						\$0						\$15,000
Foothill	\$10,000						\$0 \$0			\$0 \$0			\$0			\$15,000
Mission	\$10,000			\$5,000				-					\$0			
City College of San Francisco	\$0			\$50,000			\$50,000			\$0			\$0			\$100,000
Merritt	\$0			\$50,000			\$50,000			\$0			\$0			\$100,000
Las Positas	\$10,000			\$5,000			\$0			\$0			\$0			\$15,000
Evergreen Valley	\$10,000			\$5,000			\$0			\$0			\$0			\$15,000
Cañada College	\$10,000			\$5,000			\$0			\$0			\$0			\$15,000
Central Seattle and South Seattle (sharing)	\$0			\$62,500			\$62,500			\$0			\$0			\$125,000
Tacoma	\$0			\$50,000			\$50,000			\$0			\$0			\$100,000
Highline (Washington State)	\$0			\$50,000			\$50,000			\$0			\$0			\$100,000
Other Direct Costs Subtotal	\$80,000			\$302,500			\$262,500			\$0			\$0			\$645,000
G. Total Direct Costs (TDC)	\$133,257			\$356,456			\$316,456			\$53,956			\$53,956			\$914,081
H. Indirect Costs (F&A) 0.10	\$10,326			\$32,646			\$28,646			\$2,396			\$2,396			\$76,408
a. Enter % and Base (Attach Negotiated F&A Rate Agreement)	<i>\</i> 20 020			<b>402</b> ,040			<i><b>4</b>20,010</i>			<i><b>4</b>2,000</i>			Ψ <b>Δ</b> β030			\$7.6,100
2nd tier Subcontract #1 (up to 1st 25K)	\$0			\$0			\$0			\$0			\$0			
2nd tier Subcontract #2: (up to 1st 25K)	\$0			\$0			\$0			\$0			\$0			
MTDC, TDC or S&W "BASE" (modify calculation to fit your agreed upon BASE	\$103,257			\$326,456			\$286,456			\$23,956			\$23,956			
Total Project Costs	\$143,583			\$389,102			\$345,102			\$56,352			\$56,352			\$990,489

# Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Updated to reflect Separation of Duties with Stanford SELI

BUDGE	T Narrative – San José Evergreen Community College District ( Community College Center for Economic Mobilit		on
A.	Senior / Key Personnel: Not funded with NSF 18-529		\$0.00
В.	Other Personnel: .15 FTE CEM Associate Director – No Change		\$93,472
	A1. Fringe on Senior Personnel		\$0.00
	B1. Fringe on Other Personnel (FT Rate 27.4%)		\$25,609
C.	Equipment		\$0.00
D.	Travel (Domestic)		\$0.00
	HUB coordinator: Annual convenings, Moved to Stanford SELI		
E.	Participant / Trainee Support:No Change3. Travel – Professional Development – Total will be \$10,000 pe		\$150,000
	college X 15 college partners.		
F.	Other Direct Costs:		\$645,000
	1. Materials and Supplies	\$0.00	
	2. Publication Costs	\$0.00	
	3. Consultant Services – Reduced by \$544,000 to Stanford SELI		
	All detail will be in Stanford's Budget Narrative	+	
		\$0.00	
	5. Subawards/Consortium/Contractual costs	\$0.00	
	6. Equipment or Facility Rental User Fees	\$0.00	
	7. Alteration and Renovations	\$0.00	
	8. Other –	\$645,000	
	15 partner colleges in Northern California and the Seattle/Pa region offering the NSF INCLUDES STEM Core model of accel		
	Calculus instruction with wraparound Student Support Servi		
	professional staff.	203 (333)	
		\$120,000	
	<ul> <li>Cañada College</li> </ul>	+==0)000	
	Evergreen Valley College		
	Foothill College		
	Las Positas College		
	Mission College		
	Ohlone College		
	<ul> <li>San Jose City College</li> </ul>		
	<ul> <li>Skyline College</li> </ul>		

		· · · · · · · · · · · · · · · · · · ·	
	Year 1:	\$10,000 X 8 = \$80,000	
	Year 2:	\$5,000 X 8 = \$40,000	
	Established STEM prog other institutional func	rams will access less NSF INCLUDES fund ling resources.	ing in favor of
	Year 3:	\$0	
	Year 4:	\$0	
	Year 5:	\$0	
b)	New SSS STEM Core college	es: \$525,000	
		nare staff and \$0 in Year 4, for a funding	reduction of
	• City College of San Fran	ncisco	
	Merritt College		
	•	and Central Seattle College (share Studer	t Support
	Specialist)		
	<ul> <li>Tacoma College</li> </ul>		
	Highline College		
	Year 1:	\$0	
	Year 2:	\$50,000 X 4 + 62,500 X 1 = \$262,500	
	Year 3:	\$50,000 X 4 + 62,500 X 1 = \$262,500	
	Year 4:	\$0	
	Year 5:	\$0	
Total Direct Costs -			\$914,081
INDIRECT (de minir	nus Rate 10%)		\$ 76,408

INDIRECT (de minimus Rate 10%)

**TOTAL Project Costs – ACTUAL** 

<u>\$990,489</u>

# Attachment 6

Notice of Award (NOA) and any additional documents

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

Not incorporating the NOA or any additional documentation to this Subaward.

420 Arli	ional Science Foundation 1 Wilson Boulevard ington, VA 22230 w.nsf.gov COOPERATIVE	AGREEMI	ENT(CA)	
<b>AWARD:</b> HRD-1834628	EFFE(	CTIVE DATE	2:	September 1, 2018
	EXPIR	RATION DAT	Έ:	August 31, 2023
PROJECTED TOTAL AWARE	) FUNDING:	SOLICITA	ATION:	
(Subject to availability of funds) \$8,819,760		(Incorporat	ed by reference, as	amended)
CUMULATIVE AMOUNT:		NSF 18-52	9	
\$1,538,434		Underrepre (NSF INCI	sented Discoverers .UDES)	Communities of Learners of in Engineering and Science
		<b>CFDA NU</b> 47.076	MBER:	
		OTHER A	WARDS UNDER	THIS PROGRAM:
		Show List	of Awards	
AWARDEE:	Saddleback Community College	e District		
PROJECT TITLE:	Collaborative Research: NSF IN	NCLUDES AI	liance: STEM Core	Expansion
PROJECT ABSTRACT:	https://www.fastlane.nsf.gov/set	rvlet/showawa	ard?award=183462	8
Principal Investigator(s)	Proposal N	<u>No.</u>	Institution (s)	
Jim Zoval	HRD-1834	4628	Saddleback Comm	nunity College District
Art Nitta			Saddleback Comm	nunity College District

Michael Venn		The Community College of Baltimore County
Collaborators:		
Principal Investigator (s)	Proposal No.	Institution (s)
Jim Zoval	HRD-1834628	Saddleback Community College District
Sarah M. Miller	HRD-1834608	University of Colorado

#### **NSF Contact Information:**

Financial/Administrative questions: e-mail your NSF Grants and Agreements Official, Jannele Gosey, at jgosey@nsf.gov or call the Division at 703-292-4445.

Programmatic questions: e-mail your NSF Program Officer, Joseph Whitmeyer, at jwhitmey@nsf.gov or call the Program Division at 703-292-7808.

This CA is entered into between the United States of America, represented by the National Science Foundation (NSF), and the above named Awardee pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 USC 1861-1875). This CA is provided electronically to the Awardee. The Awardee is responsible for full compliance with all Programmatic and Financial/Administrative Terms and Conditions as initially stated or as updated over the life of this CA. The Awardee's request to draw down funds under this CA will represent acceptance by the Awardee of all Terms and Conditions of the CA. The Authorized Organizational Representative (AOR) will be electronically notified of any changes to these Terms and Conditions and is encouraged to immediately review these changes and contact the Grants and Agreements Official or Program Officer within thirty days with any questions.

Financial/Administrative Terms and Conditions (FATC):

General FATC: http://www.nsf.gov/publications/pub\_summ.jsp?ods\_key=NSF99999FATC004

Award Specific FATC:

**Programmatic Terms and Conditions (PTC):** 

General PTC: http://www.nsf.gov/publications/pub\_summ.jsp?ods\_key=NSF18529TPTC000

Award Specific PTC:

**Change History** 

**Prior Awarded Funding Amount:** Per Original Award on 08/30/2018: \$1,538,434

# Programmatic Terms and Conditions (PTC):

General PTC: http://www.nsf.gov/publications/pub\_summ.jsp?ods\_key=NSF171TPTC000

Award Specific PTC:

1.Key Personnel:

Except for the Principal Investigator(s) (PIs) or Co-PIs identified in this award, requests to make any changes to personnel, organizations, and/or partnerships specifically named in the proposal approved as part of this award shall be submitted in writing to the cognizant NSF Program Official for approval prior to any changes taking effect. Requests for prior approval of changes to the PI(s) must be submitted through FastLane for review by the cognizant NSF Program Official and approval by an NSF Grants Officer.

# 2. Program/Project Description:

The NSF INCLUDES Alliances form the central parts of the NSF INCLUDES National Network. Alliances will bring together programs, people, organizations, technologies, and institutions to achieve results at scale, provide new research, and leverage NSF's broadening participation investments. The NSF INCLUDES approach requires that each Alliance focus not only on its own vision and goals, but also work with the NSF INCLUDES Coordination Hub (the Hub) and other organizations within the NSF INCLUDES National Network. Collectively, the set of Alliances will participate in a network to achieve long-term goals of the NSF INCLUDES program through collaboration with the NSF INCLUDES Coordination Hub and by creating opportunities for other organizations and broadening participation stakeholders to join in and expand the NSF INCLUDES National Network.

3. Project Governance and Governing Responsibilities:

The Awardee is responsible for the satisfactory execution of the Alliance project, for the co-management of the collaborative awards and oversight of any subawards, and for ensuring the satisfactory completion of any awardee staff obligations associated with components of the project.

The Awardee(s) will ensure that an efficient, effective and transparent project governing structure is in place throughout the award period to support all critical or significant project activities. In support of this objective, key responsibilities for the Alliance Director, who is also the PI of the Lead Institution award, are defined as follows:

a. Managing, overseeing, and directing the overall NSF INCLUDES Alliance project and communicating and coordinating Alliance activities with the NSF INCLUDES Coordination Hub;

- b. Contributing to collaborative infrastructure development, community development, and broader impact outcomes;
- c. Serving as the point of contact with NSF Program Officials and the Coordination Hub Director;
- d. Producing, together with PIs, Co-PIs and other project personnel, annual and final reports that provide both an integrated view of the overall project, its contribution to the Network, and specifics for each collaborating partner;
- e. Creating, maintaining, and contributing to an updated website for the NSF INCLUDES Alliance project; and
- f. Leading the project team in planning and coordinating all activities described in the Alliance proposal.

The Alliance Management Team, made up of the PIs of the collaborative awards, the personnel outlined in the proposals and led by the Alliance Director, is responsible for all Alliance functions. The Alliance Management Team reports to the Alliance Director and NSF.

4. Reporting Requirements:

The Awardee will provide reports as requested by the cognizant NSF Program Director who will determine the contents,

formats, and submission timelines. The Awardee will submit all required reports via the mechanisms specified by NSF. Below we specify the types of required reports, along with the frequency and content/purpose of each.

a. Teleconferences between NSF Program Officer and PI/Alliance Director and relevant co-PIs/collaborators.

i. Frequency:

- 1. At least once quarterly with the times to be jointly decided by NSF and the Project Manager.
- 2. Along with the teleconference, a written status report is to be provided at least one week prior to each teleconference.
- ii. Content and purpose:
- 1. Guide and establish the schedule for agency approval requirements, type and frequency of project plans, special reporting requirements and project and Awardee reviews during the term of the award;
- 2. Update NSF about current and planned activities, including the NSF INCLUDES Alliance collaborative infrastructure, multi-stakeholder partnerships, Alliance activities, and management issues;
- 3. Provide information on the Alliance's support organization (backbone) that collaborates with the NSF INCLUDES Coordination Hub and provides the framework for communication and networking, network assistance and reinforcement, visibility and expansions of the Alliance and its partners;
- 4. Coordinate community events and outreach;
- 5. Coordinate with NSF as necessary to ensure appropriate information and support for Alliance research initiatives; and
- 6. Other items, as suggested as part of the written status report. The actual agenda may be modified in concert with NSF.
- b. Site Visits and/or Reverse Site Visits.
  - i. Frequency:
    - 1. At least two over the course of the funding period: one in the project's second year and one in the project's fourth year.
    - 2. More site visits or Reverse Site Visits may be scheduled at the request of the NSF Program Officer, the NSF managing Division Director, or other NSF officials.
  - ii. Content and purpose: Contribute toward, and attend, an evaluation by an external committee assessing the progress of the Alliance project relative to the goals of the NSF INCLUDES Alliance program as specified in the original solicitation, as well as specific metrics outlined in the original proposal.
  - iii. Other site visits and/or reverse site visits may be requested by NSF, as appropriate and with reasonable accommodations for scope and timing.
- c. Annual Reports.
  - i. Frequency:
    - 1. Annual (via FastLane)
    - 2. Content and Purpose: Submits to NSF an integrated project report incorporating results from work performed by all PIs in the project. The Report is reviewed and approved by the NSF cognizant Program Official.
- d. Special Reports:

i. A semi-annual financial report for the overall project, detailing expenditures for the lead project as well as any collaborative projects or subcontracts, is to be submitted by the Project Manager to the NSF Program Official. Submission

should be timed with the 2<sup>nd</sup> and 4<sup>th</sup> quarterly teleconferences and should be part of the agenda for those meetings.

ii. Other reports may be requested by NSF, as appropriate and with reasonable accommodations for scope and timeline.

- e. NSF INCLUDES Coordination Hub:
  - i. Frequency: Ongoing activity to establish and maintain communication and relationships with the NSF INCLUDES Coordination Hub.
  - ii. Content and purpose:
    - 1. Submit reports and data on progress, publications and outreach activities, and outcomes and impacts from the activities and research for the overall project.
    - 2. Provide the NSF INCLUDES Coordination Hub user community with updates on resources available through the Alliance.
  - 3. Assist the NSF INCLUDES Coordination Hub with supporting, growing and maintaining the NSF INCLUDES National Network through active participation in NSF INCLUDES convenings and Coordination Hub events (virtual and face-to-face).
  - iii. Data Access Policy: The Awardee will submit for NSF approval a document defining the policies and procedures by which the Awardee will receive, manage and disseminate information content relevant to the NSF INCLUDES National Network through the NSF INCLUDES Coordination Hub on behalf of its community, users and relevant stakeholders. The document will address issues such as security, confidentiality, and compliance with any relevant licensing or intellectual property rights constraints. This will be developed and refined in close collaboration with the NSF PO and other relevant NSF personnel during the first 90 days. The policy must be approved by the NSF PO before it is deemed complete, and will be one of the key documents reviewed at each comprehensive project review.
- 5. NSF Ongoing Project Oversight:

Responsibility for management is shared by the NSF and the Awardee. NSF will be involved with project activities on an appropriate basis, including providing advice, guidance or assistance of a technical, management, or coordinating nature. NSF prior approval of specific decisions, milestones, or project activities may be required. Teleconferences with NSF and reports submitted to NSF will be used to guide and establish the schedule for agency approval requirements, type and frequency of project plans, special reporting requirements, and project and Awardee reviews that NSF will conduct during the term of the award.

NSF Cognizant Program Official will maintain a close working relationship with the Alliance Director. The NSF PO will review project progress on a regular basis and all adjustments that may become necessary. The Alliance Director will send any adjustments that change the scope defined in these Programmatic Terms and Conditions to the PO for review and for final approval by NSF. The NSF PO can recommend changes to the Alliance Management Team based on his/her assessment of team members' performance and coordination with the Hub's activities.

6. Program-Specific Terms and Conditions: The terms and conditions stated herein are the minimum requirements for the NSF INCLUDES Alliance to fulfill the responsibilities to achieve the goals expected under the NSF INCLUDES Alliances Solicitation NSF 18-529. All referenced documents including websites and other documents submitted to NSF are made a part of this Cooperative Agreement. The absence of a compelling strategy and demonstrable impact in achieving the goals and key features of the NSF INCLUDES Alliance incorporated in this agreement and described in full details in NSF 18-529 is sufficient reason to deny continued funding.

EXHIBIT A Page 24 of 26

# Financial Terms and Conditions (to be inserted by DGA)

This project is awarded in accordance with the revised budget.

#### **Data Management Plan**

## **Types of Data and Collection:**

The STEM Core Alliance partner colleges will collect quantitative data to measure two local levels of impact related to student outcomes and program implementation to inform internal improvement efforts:

*Student-level data* to measure course pass rates and enrollment retention, number of student interactions with student support specialists, transfers or Associate degree completion, successful internship placements, employment status after participations, STEM Core students enrolled into higher level sequential math courses, and STEM Core student demographics vs college wide demographics;

*Institution level data* to measure the establishment and success of STEM Core pathways and potential expansion of STEM pipelines for remedial students, sustainability of STEM Core cohorts, and expanding enrollment in STEM Core pathways. Data points include the number of partner colleges that implement STEM Core pathways, exposure of college math faculty to growth mindset and equity/access professional development, impact of professional development on math teaching and counseling perspective on educational pathways, percent of remedial students exposed to STEM Core pathways, and the number of STEM Core cohorts enrolled per year.

The STEM Core Alliance lead, backbone and external evaluators will collect data to measure two broader levels of impact. The external evaluator will draw the student and institution level results into the broader evaluation efforts to monitor implementation and outcomes and to use the data to understand college-level implementation, hub and backbone analysis of and response to college-level data.

*Regional and national level data* to measure the regional hubs' ability to sustain and expand STEM Core pathways at the state and regional levels, the ability of a hub to engage with regional workforce and community partners, and employer engagement. Data points include the number and regularity of hub convenings and attendance, number and regularity of regional professional development sessions/attendance, number of regional partner colleges each year, number of regional employer partners and other regional funding sources.

The evaluators will observe and document professional development and other network activities focusing on processes within the hub convenings, progress and follow up since last convening, and engagement with external partners. Observations will be documented through a combination of running field notes and semi-structured protocol developed in alignment with the evaluation questions. Evaluators will attend the annual national network convenings, the virtual national convenings each year, and two hub meetings each year. The evaluators will also conduct site visits at implementing partner colleges to observe STEM Core math classes and to interview campus stakeholders. These site visits will inform the evaluation as to how schools overcome common implementation barriers and how local variations affect program implementation. The ethical practices in the collection and processing of data and the protection of human subjects are standard procedures at SRI. Project directors and managers must meet approval of the SRI Internal Review Board's Human Subjects Committee prior to conducting any research. Confidentiality requirements, in accordance with the IRB, are described in consent forms and in all data collection and management protocols and coding manuals. Additionally, all SRI project team members are required to complete the CITI (Collaborative Institutional Training Initiative) Program training on Human Subjects Research, and will receive additional training based on recommended practices for handling and protecting personally identifiable information (PII) as described in SRI's Personally Identifiable Information Handbook.

# **Data Format and Content:**

Colleges will collect quantitative student data as part of normal college activities. Institutions of higher education, and community colleges in particular, share similar data reporting requirements and

maintain student information systems that capture information using similar data definitions. As such, community college partners should easily be able to comply with Alliance data reporting protocols and needs. STEM Core students will be tracked over time by Student ID number. Saddleback College's Director of Planning, Research, and Accreditation will oversee the design and development of data systems for collecting and reporting college-level data. Saddleback's data collection and reporting protocol will ensure that data is de-identified and shared in a manner that protects privacy, confidentiality, security, and other rights as appropriate.

Evaluator site visit data will be in the form of running field notes and semi-structured data collection protocols. The evaluators will conduct interviews with key alliance leadership, community college deans and student support specialists, and external partners. The evaluator will interview key alliance leadership, college staff, and external partners in person while attending national or hub convenings, or by phone following convenings.

#### **Data Access and Sharing:**

Quantitative data collected by colleges will be securely stored on local college networks using password-protected systems developed and maintained in accordance with individual college policy. Quantitative data will be transferred to Saddleback College through a secure file transfer protocol (FTP) site. Saddleback College's research analyst will clean and prepare all datasets for analysis and will transfer them to the evaluator using the same FTP site.

In order to maintain confidentiality, data on respondents will be kept separate from PII (e.g., participant name or address) and a system of pseudo-IDs will be used to preserve anonymity while allowing any necessary linkage between data files to process the information gathered for research purposes. The identifying information will be stored in a password-protected data system with restricted access. Reports will be in the form of aggregated data only; no individual identifiers will be provided. For sharing with researchers outside of this project, we will ensure that all identifying information is removed from the data, including indirect identifiers and other information that may lead to deductive disclosure for small subsamples.

#### **Dissemination:**

The evaluator will provide to Saddleback and Growth Sector regular reporting to inform the ongoing refinement of network activities, provide information that can be shared with hub leaders and support external reporting requirements. This includes regular quarterly oral debriefs to update on work completed, information about recent trends or findings, and details of upcoming plans. The evaluator will also annually provide to the lead and backbone information on any evaluator products resulting from the evaluation, details of participants from the evaluation team, written evaluation summaries of findings to date concerning the network, and documentation of any changes or programs that arise. All identifying information and FERPA-protected information will be excluded from products made available.

Hub convenings will provide a forum for all alliance partners to disseminate implementation progress, student outcomes findings, lessons learned, and best practices within each hub, while the annual national convenings will provide a similar forum for dissemination at the national level. It is anticipated that several white papers and journal articles will arise from this project to broadly disseminate alliance findings.

Data or, if data cannot be released for privacy or confidentiality reasons, metadata generated by this project will be made publicly available via the NSF Coordination Hub data repository. **Data Preservation:** 

Raw data collected during the course of this project, as well as any reports and/or evaluations will be archived and preserved at Saddleback College at the end of the performance period. Alliance partners and funding agency will be given access to data if requested. *All financial records, supporting documents, statistical records and all other records and data pertinent to this project will be preserved by Saddleback College for a minimum of three years after the expiration of the award, in accordance with NSF's Record Retention and Audit requirements.* 

- **TO:** Board of Trustees
- **FROM**: Kathleen F. Burke, Chancellor
- RE: SOCCCD: Agreement for Software Development 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 by providing software development services for the following projects as described in the work order (EXHIBIT A):

- Student Information System (SIS) Enhancements
- Faculty Syllabus Builder
- Faculty Services Upgrade
- Curriculum Management System
- Student Success Roadmap
- AB 705 Support

The work order with Neudesic, LLC will not exceed \$1,720,000 for the term of January 23, 2019 through December 31, 2019. Funding for these software development services is provided by the basic aid allocation for SIS Enhancements and related projects, except for the AB 705 project which will be provided from Saddleback Student Success and Support Program funds.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the work order with Neudesic, LLC for software development services relating to SIS projects for an amount not to exceed \$1,720,000 for the term of January 23, 2019 through December 31, 2019.

Item Submitted by: Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services and Ann-Marie Gabel, Vice Chancellor, Business 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	SIS Enhancements - Develop Student Information System (SIS) state compliance and college requested features as identified and prioritized by appropriate college staff.	1/23/19	12/31/19	\$670,000
2	Faculty Syllabus Builder - Provide a mechanism to allow faculty to upload or create their syllabi within MySite.	6/1/19	12/31/19	\$250,000
3	Faculty Services Upgrade – Upgrade the APC system and optimize the MySite faculty services page.	6/1/19	12/31/19	\$200,000
4	Curriculum Management – Modify the data feed to support the upgrade of CurricUNET.	1/23/19	12/31/19	\$100,000
5	Student Success Roadmap - Develop a new system that will guide students step-by-step through the process from application to successful completion of their goals.	3/1/19	12/31/19	\$350,000
6	AB 705 Support – develop a guided self-assessment system for students in support of the new AB 705 requirements.	1/23/19	12/31/19	\$150,000

Work order approved by: DISTRICT

South Orange County Community College District

IT CONSULTANT Neudesic, LLC

Accepted by:

Ann-Marie Gabel, Vice Chancellor, Business Services

Parsa Rohani, Chief Executive Officer

(Date)

(Date)

Dr. Robert Bramucci, Vice Chancellor, Technology and Learning Services

ITEM: 6.4 DATE: 1/22/19

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Budget Calendar FY 2019-2020
- **ACTION:** Approval

# BACKGROUND

Each spring the District begins developing the budget for the next fiscal year. The budget calendar provides a timeline for the activities through the completion of the Adopted Budget.

# <u>STATUS</u>

District Fiscal Services has developed the budget calendar for the FY 2019-2020 budget (EXHIBIT A) through the adoption of the budget on August 26, 2019.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the budget calendar for FY 2019-2020.

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BUDGET DEVELOPMENT CALENDAR FY 2019-2020

#### Fiscal Year 2018-2019

- I. January 2019:
  - A. Governor's Initial (January) Budget Proposal is released (January 10).
  - B. Submit Budget Development Calendar for approval (January 22).
  - C. Board approves nonresident tuition rate (January 22).

#### II. <u>February/March 2019:</u>

A. First Principal Apportionment (P1) Report is released by the State Chancellor's Office.

#### III. March 2019:

- A. Develop and release detailed budget development timeline, including year-end closing instructions, to college business office staff and others as appropriate.
- B. March May: District-wide budget committees meet relative to budget development.

#### IV. <u>May 2019:</u>

- A. Governor's "May Revise" Budget Proposal is released.
- B. Update Board of Trustees on implications of the May Revise; present recommended FY 2019-2020 Basic Aid allocations to the Board (May 20).

## V. <u>June 2019:</u>

- A. State Budget is enacted.
- B. The Second Principal Apportionment (P2) Report is released by the State Chancellor's Office.
- C. Tentative FY 2019-2020 Budget Proposal is presented to the Board of Trustees (June 24).
- D. Gann Limit calculation per Government Code Section 7910 is presented to the Board of Trustees (June 24).

# Fiscal Year 2019-2020

- VI. July 2019:
  - A. Year-end closing.
  - B. State Budget Workshop is held, and the Advance Apportionment is released by the State Chancellor's Office.

# VII. August 2019:

A. Public Hearing for the Adopted Budget and presentation to the Board of Trustees for approval of Adopted Budget (August 26).

# VIII. <u>September 2019:</u>

A. Annual Financial Report CCFS-311 presented to the Board of Trustees for approval (September 23).

ITEM: 6.5 DATE: 1/22/19

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: ReNew Apartments, Assumption of Lease and Release, and Related Estoppel Certificate for New Lessee, Idyllwillow LP
- **ACTION:** Approval

# BACKGROUND

The District and FPA4 Promenade Apartments, LLC ("FPA4") are parties to that certain Amended and Restated Ground Lease dated May 25, 2016, as further amended by that certain Amendment No. 1 to Amended and Restated Ground Lease dated November 6, 2018 (as so amended, the "Ground Lease").

# **STATUS**

On October 30, 2018, FPA4 notified the District that FPA4 intended to sell its interest in and to the Ground Lease. In connection with such sale, FPA4 desires to assign the Ground Lease to Idyllwillow LP (under the ownership of A and M Properties)("Assignee"), pursuant to that certain Assignment and Assumption of Lease and Consent to Assignment and Assumption of Lease and Release to be entered into by FPA4, Assignee and the District, in the form of EXHIBIT A attached hereto (the "Assignment Agreement"). In addition, Assignee is assuming the existing loan from Wells Fargo Bank, NA as Trustee for the registered Holders of Multifamily Mortgage Pass-Through Certificates, Series 2016-K58 ("Lender") to finance its acquisition of the ReNew Apartments. Idyllwillow LP has requested that the District execute that certain Ground Lessor's Estoppel Certificate in favor of Assignee in the form of EXHIBIT B attached hereto and that certain Ground Lease Mortgage Ground Lessor's Estoppel Certificate in favor of Lender in the form of EXHIBIT B attached hereto (the "Assignment").

FPA4 has complied with the requirements of Section 12 of the Ground Lease, which provides: "Tenant (FPA4) may not...assign Tenant's Interest without the prior written consent of Landlord (District), which consent may be granted or withheld in Landlord's reasonable discretion. Tenant agrees that it shall be conclusively presumed to be reasonable for Landlord to consider the following requirements in determining whether or not to consent to a proposed Assignment: (a) no Event of Default shall have occurred and remain uncured under this Lease; (b) Tenant shall have complied with all provisions of Article 12 of the Ground Lease; (c) the use of the Premises by the proposed assignee shall comply with the provisions of the Lease; (d) the proposed assignee shall be experienced in ownership, management and operation of properties reasonably comparable to the Premises; (e) the proposed assignee shall be capable financially of performing Tenant's obligations under this Lease and all other

Item Submitted By: Ann-Marie Gabel, Vice Chancellor, Business Services

obligations relating to the Premises; (f) the proposed assignee shall operate in a form of entity that is acceptable to Landlord in Landlord's reasonable business judgment; (g) no civil or administrative judgments involving fraud or dishonesty, or criminal felony convictions of any kind, shall have been entered against the proposed assignee or its key people; (h) neither the proposed assignee nor its affiliates shall be a current or past litigant in any suit brought against or by Landlord; and (i) neither the proposed assignee nor its affiliates shall be or employ an individual or individuals named in any state or federal list of individuals who commit or threaten terrorism."

The District's real estate advisor and legal counsel have concluded that the above requirements have been met and that the Assignment Agreement is consistent with the above requirements. Furthermore, Idyllwillow LP has provided certifications addressing items g, h, and i above as shown in EXHIBIT C.

The Estoppel Certificate is consistent with the Ground Lease.

The Assignment Agreement, the Estoppel Certificate, and the Certification have been reviewed by the District's legal counsel, Andrew P. Bernstein, Esq. of Jackson Tidus, and found to be in acceptable form and consistent with the Ground Lease.

# **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the assignment of the Ground Lease by FPA4 to Idyllwillow LP and approve a motion to authorize the execution by the Chancellor and/or the Vice Chancellor of Business Services of the Assignment Agreement and the Estoppel Certificate and any other documents necessary to carry out the terms thereof. Recording Requested by

Recording Requested by and When Recorded Mail To:

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

The undersigned hereby declare the documentary transfer tax is \$\_\_\_\_\_ (transfer of a lease with a remaining term in excess of 35 years)

APN: 988-01-229

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE AND RELEASE (this "Assignment") is made and entered into as of \_\_\_\_\_\_, 2019 by and among FPA4 Promenade, LLC, a Delaware limited liability company ("Assignor"), Idyllwillow LP, a California limited partnership ("Assignee"), and South Orange County Community College District, a public agency ("District").

A. District and Assignor entered into that certain unrecorded Amended and Restated Ground Lease dated May 25, 2016, as referenced in that certain Memorandum of Lease, recorded May 25, 2016 as Instrument No. 2016000235319 Official Records and rerecorded July 13, 2016 as Instrument No. 2016000317223 Official Records, as further amended by that certain Amendment No. 1 to Amended and Restated Ground Lease dated November 6, 2018 (as so amended, the "Lease") for approximately 23.3 acres of real property situated in Mission Viejo, California, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Leased Premises"). The Lease expires on September 30, 2075.

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

C. Upon the effective date of District's consent, District shall release Assignor from all of Assignor's obligations under the Lease accruing from and after the effective date of this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

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

SUBJECT TO:

1.1 Current taxes and assessments; and

1.2 All covenants, conditions, restrictions, reservations, rights, rights of way, easements and title matters of record.

2. The assignment and assumption set forth under the terms and conditions of this Assignment shall take effect on \_\_\_\_\_\_, 2019 (the "Effective Date"). This Assignment may be executed in counterparts, each of which is an original but all of which taken together constitute the same instrument.

[balance of this page is intentionally left blank; signatures appear on following page]

IN WITNESS WHEREOF, this Assignment and Assumption of Lease and Consent to Assignment and Assumption of Lease and Release is made and entered into as of the date first set forth above.

ASSIGNOR:	FPA4 Promenade, LLC, a Delaware limited liability company			
	By: Name: Michael B. Earl Title: Vice President			
ASSIGNEE:	Idyllwillow LP, a California limited partnership			
	<ul><li>By: Idyllwillow LLC, a Delaware limited liability company,</li><li>Its: General Partner</li></ul>			

By:

Dean Dauger Manager A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Orange

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

)

)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California ) County of San Francisco )

On \_\_\_\_\_\_, before me, \_\_\_\_\_\_, Notary Public, personally appeared MICHAEL B. EARL, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature	(Seal)
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# EXHIBIT "A"

# **LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MISSION VIEJO, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 1 OF <u>PARCEL MAP NO. 85-430</u>, AS PER MAP FILED IN <u>BOOK 220</u>, <u>PAGES 10 THROUGH 13 OF PARCEL MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, STATE OF CALIFORNIA, AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JANUARY 25, 1989 AS <u>INSTRUMENT NO. 89-044012 OFFICIAL RECORDS</u> AND APRIL 12, 1991 AS INSTRUMENT NO. 91-171470 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN CURVE SHOWN AS CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1553.00 FEET AND A CENTRAL ANGLE OF 12°22'22" IN THE NORTHEAST BOUNDARY OF SAID PARCEL 1; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°22'22", AN ARC DISTANCE OF 335.36 FEET; THENCE S19°15'57"E, 31.82 FEET; THENCE S65°34'33"E, 95.28 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 262.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°14'32", AN ARC DISTANCE OF 133.72 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 358.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS N04°49'05"W; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°33'30", AN ARC DISTANCE OF 178.44 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 19.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS S23°44'25"W; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 80°14'34", AN ARC DISTANCE OF 26.61 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 132.00 FEET. A RADIAL LINE THROUGH SAID CURVE BEARS N56°30'09"W: THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°56'39". AN ARC DISTANCE OF 62.07 TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 244.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS S29°33'30"E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°06'00", AN ARC DISTANCE OF 64.30 FEET; THENCE TANGENT TO SAID CURVE N45°20'30"E, 1268.34 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 388.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°33'05", AN ARC DISTANCE OF 342.33 FEET; THENCE TANGENT TO SAID CURVE S84°06'25"E, 74.05 FEET; THENCE N00°00'28"W, 210.69 FEET; THENCE N82°08'37"W, 38.90 FEET; THENCE N10°19'50"W, 39.00 FEET; THENCE N00°50'42"W, 35.02 FEET; THENCE N13°25'22"W, 120.54 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1553.00 FEET. SAID POINT BEING ON THE SOUTHEASTERLY LINE OF MARGUERITE PARKWAY AS SHOWN ON SAID MAP, A RADIAL LINE THROUGH SAID POINT BEARS N02°49'34"W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°45'24", AN ARC DISTANCE OF 1294.45 FEET; THENCE TANGENT TO SAID CURVE S39°25'02"W, 134.09 FEET; THENCE S50°34'58"E, 3.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 92.00 FEET. A RADIAL LINE THROUGH SAID CURVE BEARS N50°34'58"W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'29", AN ARC DISTANCE OF 30.39 FEET; THENCE TANGENT TO SAID CURVE S20°29'33"W, 12.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'29", AN ARC DISTANCE OF 19.16 FEET; THENCE TANGENT TO SAID CURVE \$39°25'02"W, 50.00 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 58.00 FEET: THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'29", AN ARC DISTANCE OF 19.16 FEET; THENCE TANGENT TO SAID CURVE S58°20'30"W. 12.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 92.00 FEET;

EXHIBIT A

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'29", AN ARC DISTANCE OF 30.39 FEET; THENCE N50°34'58"W, 3.00 FEET; THENCE S39°25'02"W, 371.68 FEET TO THE POINT OF BEGINNING.

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

IN CONSIDERATION of the assumption of the obligations of the Tenant under the Lease by Idyllwillow LP, a California limited partnership, South Orange County Community College District hereby consents to the assignment of the Lease to and assumption of the Lease by Idyllwillow LP, a California limited partnership, and hereby releases FPA4 Promenade, LLC, a Delaware limited liability company and FPA4 Promenade, LLC's present and former members from the Lease Obligations accruing from and after the Effective Date of this Assignment set forth above; provided, however, that this consent shall not waive the right of the District to consent to any subsequent assignments of the Lease.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency

By: \_\_\_\_\_\_ Name: Ann-Marie Gabel Title: Vice Chancellor of Business Services

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California ) County of Orange )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

### **GROUND LEASE MORTGAGE**

#### **GROUND LESSOR'S ESTOPPEL CERTIFICATE**

#### (Revised 7-12-2016)

January \_\_\_, 2019

Berkadia Commercial Mortgage LLC 323 Norristown Road, Suite 300 Ambler, Pennsylvania 19002

Freddie Mac 8200 Jones Branch Drive McLean, VA 22102

Idyllwillow LP 5251 McFadden Avenue Huntington Beach, CA 92649

Attention:

Re: Ground leased property located in Mission Viejo, California and commonly known as ReNew at the Shops ("**Property**")

Ladies and Gentlemen:

The undersigned, South Orange County Community College District, a public agency ("Lessor"), is the lessor under a ground lease ("Lease"), dated May 25, 2016, as amended, between Lessor and FPA4 Promenade, LLC, a Delaware limited liability company ("Current Lessee"), as current lessee, covering the Property. Current Lessee has informed Lessor that Current Lessee intends to assign its rights as Lessee under the Lease to Idyllwillow LP, a California limited partnership ("New Lessee"), and New Lessee intends to assume Current Lessee's rights and obligations under the Lease. Lessor hereby warrants, represents and certifies to Berkadia Commercial Mortgage LLC, Freddie Mac, Wells Fargo Bank, National Association, as Trustee for the Registered Holders of GS Mortgage Securities Corporation II, Multifamily Mortgage loans secured by Lessee's leasehold interest in the Property (collectively or individually, "Lender"), and New Lessee, as follows, as of the date of this Ground Lessor's Estoppel Certificate ("Certificate"):

- 1. The term of the Lease commenced on May 25, 2016, and expires on September 30, 2075.
- 2. The current fixed rent under the Lease is \$2,751,423 per annum, subject to Annual Base Rent Adjustments (as defined in Article 4.2 of the Lease) on May 15 of each year of the

Lease Term, payable in one lump sum annually, and has been paid in full through May 14, 2019. No additional rent or charge (including taxes, maintenance, operating expenses or otherwise) that has been billed to Current Lessee by Lessor is overdue. There are no provisions for, and Lessor has no rights with respect to, increasing the rent, except as expressly set forth in the Lease.

- 3. All conditions precedent to the effectiveness of the Lease have been fully satisfied and the Lease is in full force and effect. A list of all the documents constituting the Lease is attached as <u>Exhibit A</u>. The Lease has not been assigned, modified, supplemented or amended in any way, except as described on <u>Exhibit A</u>. There are no other agreements concerning the Property, whether oral or written, between Current Lessee and Lessor or New Lessee and Lessor. If so required by Lender, attached to this Certificate are true, correct and complete copies of all documents constituting the Lease.
- 4. Lessor has not delivered or received any notices of default under the Lease; to the best of the Lessor's knowledge, there is no default by Current Lessee or Lessor under the Lease, nor has any event or omission occurred which, with the giving of notice or the lapse of time, or both, would constitute a default.
- 5. Lessor is the record and beneficial owner of the Property. Lessor has not subordinated its interest in the Lease to any mortgage, lien or other encumbrance on the fee. Lessor has not assigned, conveyed, transferred, sold encumbered or mortgaged its interest in the Lease or the Property.
- 6. No third party has any option or preferential right to purchase all or any part of the Property.
- 7. Lessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Lessor's interest in the Property.
- 8. Lessor has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Property and has no reason to believe that there are grounds for any claim of any such violation.
- 9. Neither Current Lessee or New Lessee nor any affiliate of Current Lessee or New Lessee has any direct or indirect ownership interest in Lessor or any affiliate of Lessor.
- 10. No union of the interests of Lessor and New Lessee will result in a merger of the Lease into any superior leasehold interest or the fee interest in the Property.
- 11. Lessor acknowledges that Lender's addresses for notice and other purposes under the Lease are as follows:

Midland Loan Services, a Division of PNC Bank, National Association 10851 Mastin Street, Building 82, Suite 300 Overland Park, Kansas 66210 Attention: Executive Vice President-Division Head Facsimile number: (888) 706-3565 Email: NoticeAdmin@midlandsls.com

and

Sutherland Asbill & Brennan LLP 700 Sixth Street, NW, Suite 700 Washington, DC 20001-3980 Attention: Lisa Rosen Facsimile number: (202) 637-3593 Email: lisa.rosen@sutherland.com

and

Berkadia Commercial Mortgage LLC 323 Norristown Road, Suite 300 Ambler, Pennsylvania 19002 Attn: Servicing Executive Vice President

- 12. Lessor and the person or persons executing this Certificate on behalf of Lessor have the power and authority to execute this Certificate.
- 13. Lessor consents to the execution and delivery by Current Lessee and New Lessee, as applicable, to Lender of (1) an Assumption Agreement pursuant to which New Lessee assumes all of the obligations under that certain Multifamily Deed of Trust, Assignment of Rents and Security Agreement and Fixture Filing dated July 26, 2016 and recorded in the Official Records of Orange County California as Instrument No. 2016000339635 and (ii) the origination of a supplemental loan to be secured by a new Multifamily Deed of Trust, Assignment of Rents and Security Agreement and Fixture Filing. Both aforementioned instruments cover New Lessee's leasehold interest in and to the Property and will be recorded in the applicable real property records. Lessor also consents to the execution and delivery by Current Lessee or New Lessee, as applicable, and the filing and/or recording in the appropriate public records, of such additional documents and instruments as Lender may deem necessary or desirable to establish, perfect and maintain a lien upon and against New Lessee's leasehold interests in the Property, including, but not limited to, Uniform Commercial Code financing statements and such other documents, instruments and agreements as Lender may deem necessary or desirable in connection with the creation, grant, maintenance, renewal, extension, modification or enforcement of the lien.
- 14. Lessor acknowledges that Lender is a Leasehold Mortgagee under the Lease and is entitled to the benefit of all protections granted to Leasehold Mortgagee under the Lease without the need for providing any separate notice under the Lease.
- 15. Any liability of the Lender and its assigns to the Lessor shall be limited to the value of the Lender's or its assigns, respective interests in the Ground Leasehold interest and the

Ground Lease. This provision is expressly limited to the Lender and its subsequent assignee and to none others.

Lender and its successors and assigns may rely upon the truth and accuracy of the certifications contained in this Certificate, and this Certificate will be binding upon Lessor and its successors and assigns, and inure to the benefit of Lender and its successors and assigns. This Certificate may not be deemed to alter or modify any of the terms and conditions of the Lease.

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency

By:

Name: Ann-Marie Gabel Title: Vice Chancellor of Business Services

## EXHIBIT A

- 1. Amended and Restated Ground Lease dated May 15, 2016
- 2. Amendment No. 1 to Amended and Restated Ground Lease dated November 6, 2018

## AMENDED AND RESTATED GROUND LEASE

#### BETWEEN

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency, as Landlord

-AND-

FPA4 PROMENADE, LLC, a Delaware limited liability company, as Tenant

Dated: May <u>25</u>, 2016

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Exhibit D	Tenant Renovation Plans

## **SCHEDULES**

Schedule 1

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#### AMENDED AND RESTATED

#### **GROUND LEASE**

THIS AMENDED AND RESTATED GROUND LEASE (this "Lease") is made and entered into as of the 25 day of May, 2016 (the "Execution Date"), by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency ("Landlord") and FPA4 PROMENADE, LLC, a Delaware limited liability company ("Tenant").

#### RECITALS

- This Lease amends and restates in its entirety that certain Agreement for Joint Use and Α. Occupancy of School Property and Ground Lease between Saddleback Community College District (as Landlord was previously known) and Tenant's predecessor-ininterest, Saddleback Partnership, a general partnership ("Saddleback"), dated September 23, 1985 and recorded in the Official Records of Orange County, California (the "Official Records") on October 30, 1985 as Instrument No. 85-419485, as amended by that certain First Amendment to Agreement for Joint Use and Occupancy of School Property and Ground Lease between Landlord and Saddleback's assignee, Mission Viejo Associates, a California general partnership ("MVA"), dated June 2, 1986 and recorded in the Official Records on July 15, 1986 as Instrument No. 86-304204, as further amended by that certain Amendment No. 2 to Agreement for Joint Use and Occupancy of School Property and Ground Lease between Landlord and Tenant dated March 3, 2016 and recorded in the Official Records on May 4, 2016, as Instrument No. 2016000197856 (as so amended, the "Original Lease"). Tenant is the current tenant under the Original Lease pursuant to various assignments from MVA. The Original Lease currently affects certain real property located at 28016 Marguerite Parkway in the City of Mission Viejo, County of Orange, State of California, more particularly described in Exhibit A attached hereto (the "Premises").
- B. Landlord and Tenant desire to amend and restate the Original Lease to, among other things, (1) extend the term of the Original Lease, (2) provide for certain improvements to the Premises, and (3) adjust the rent and make other related changes, all as more particularly set forth herein. The Original Lease, as amended hereby, shall be referred to herein as the "Lease."
- C. On April 25, 2016, Landlord's Board of Trustees (the "**BOT**") approved this Lease.

#### AGREEMENT

**NOW, THEREFORE**, taking the foregoing Recitals into account, and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions herein contained, the parties hereto agree as follows:

#### ARTICLE 1 DEFINITIONS

**1.1 Definitions**. For purposes of this Lease, the following definitions shall apply. All section references shall be deemed to refer to this Lease unless indicated otherwise:

**1.1.1** Action shall have the meaning set forth in <u>Section 19.19</u>.

**1.1.2** Additional Rent shall have the meaning set forth in Section 4.5.

**1.1.3** Affiliate means any Person controlling, controlled by or under common control with the Person in question. As used in the foregoing, "control" and its related words means the ability to effectively direct the management decisions of the Person in question.

**1.1.4** Alterations shall have the meaning set forth in <u>Section 9.1.1</u>.

1.1.5 Annual Base Rent shall have the meaning set forth in Section 4.1.

**1.1.6** Annual Base Rent Commencement Date shall mean May 15, 1986.

**1.1.7** Assessments shall mean any and all special assessments or levies or charges made by the City, the County, or any other Governmental Authority for purposes of constructing or maintaining local or regional infrastructure improvements.

**1.1.8** Assignment or Assign shall refer to any of the following: (a) any assignment or transfer of Tenant's Interest by operation of Law or otherwise; (b) sales or transfers by operation of Law or otherwise by which a Controlling Interest in Tenant shall become vested in one or more Persons who or which did not own a Controlling Interest in Tenant either legally or equitably, as of the date that Tenant acquired an interest in the Premises. However, the term "Assignment" shall not include sales or transfers of stock of a corporate Tenant whose capital stock is listed on a nationally recognized stock exchange. An Assignment shall also be deemed to have a occurred upon the occurrence of any of the following: (i) the withdrawal of any general partner or the dissolution of a partnership Tenant; (ii) the withdrawal of the manager of a manager-managed limited liability company Tenant, or the dissolution of a limited liability company Tenant; (iii) any transfer to an entity resulting, by operation of law or otherwise, from the merger, consolidation or other reorganization of Tenant; or (iv) any transfer to a transferee of substantially all of the assets, stock or operating units of Tenant.

**1.1.9** Award shall have the meaning set forth in <u>Section 11.8</u>.

**1.1.10 BOT** shall have the meaning set forth in <u>Recital C</u>.

**1.1.11 Building Tenant Leases** shall refer to the residential subleases entered into between Tenant and residential tenants at the Premises.

**1.1.12 Business Day** shall mean any Monday, Tuesday, Wednesday, Thursday, or Friday on which Landlord is not closed for employee holiday observances.

1.1.13 CGL Policy shall have the meaning set forth in Section 10.1.1.

1.1.14 Chronic Default shall have the meaning set forth in Section 15.2.4.

1.1.15 City shall mean the City of Mission Viejo.

1.1.16 Claim or Claims means any and all claims, actions, causes of action, demands, orders, damages, liabilities, costs, expenses (including reasonable attorneys' fees, fees of expert witnesses and consultants, and court and litigation costs), costs and expenses attributable to compliance with judicial and regulatory orders and requirements, fines, penalties, liens, taxes, or any other type of compensation.

**1.1.17 Comparable Improvements** shall mean improvements similar in kind, nature and age to the Improvements located in the South Orange County Area, as determined by Landlord from time to time in its reasonable discretion.

**1.1.18 Construction Commencement Date** shall have the meaning set forth in <u>Section 3.3.1</u>.

**1.1.19 Construction Completion Date** shall have the meaning set forth in <u>Section 3.3.2</u>.

**1.1.20 Construction Requirements** shall mean the following: (a) all applicable Laws, (b) all conditions of approval of any development plans or permits or subdivision maps issued by the City or other Governmental Authorities concerning the Premises or the Improvements; (c) the Tenant Renovation Plans and the Improvement Plans as approved by Landlord for the Improvements; and (d) the requirements of this Lease applicable to the construction of the Improvements on the Premises.

**1.1.21 Contractor or Contractors** shall refer to each contractor or subcontractor (of any tier) licensed in the State of California and in good standing hired by Tenant to construct, maintain or repair the Improvements or any portion thereof, or to perform any Alterations.

**1.1.22 Controlling Interest** shall mean (a) an aggregate of more than fifty percent (50%) of (i) the total capital stock of a corporate Tenant; (ii) the total partnership interests of a general partnership Tenant; (iii) the total membership interests of a limited liability company Tenant; or (iv) the total beneficial interests of a Tenant that is a trust; (b) if Tenant is a limited partnership or, if there is more than one general partner, more than fifty percent (50%) of the interests in all such general partners in the aggregate; or (c) if Tenant is a limited liability company that is manager-managed, more than fifty percent (50%) of the interest in the manager of such limited liability company or, if there is more than one manager, more than fifty percent (50%) of the interest in the manager of such limited liability company or, if there is more than one manager, more than fifty percent (50%) of the interest in the manager of such limited liability company or, if there is more than one manager, more than fifty percent (50%) of the interest in all such managers in the aggregate.

**1.1.23 Corrective Action** shall have the meaning set forth in <u>Section 3.2.14</u>.

1.1.24 County shall mean the County of Orange, State of California.

**1.1.25 Design Professional** shall mean a qualified professional architect or engineer, licensed in the State of California and in good standing, who may perform architectural or engineering services, including analysis of project requirements, creation and development of the project design, preparation of drawings and specifications and bidding requirements.

**1.1.26 Event of Default** shall mean the occurrence of any of the events set forth in <u>Sections 15.2.1</u> through <u>15.2.6</u> inclusive.

**1.1.27 Execution Date** shall have the meaning set forth in the introductory paragraph of this Lease.

**1.1.28 Force Majeure** shall the occurrence of any of the following events: a strike, act of God, inability to obtain labor or materials, governmental restriction or delay (other than Landlord Delay), enemy action, civil commotion, weather conditions beyond those typical for the South Orange County Area, fire, or other event or cause that is beyond Tenant's reasonable control.

**1.1.29 Governmental Authority** shall mean all federal, state or local governmental or quasi-governmental bodies and authorities having jurisdiction over the Parties or the Premises, including without limitation, the County and the City.

1.1.30 Hazardous Substance or Hazardous Substances shall mean any material or substance (a) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, division 20, chapter 6.5 (Hazardous Waste Control law); (b) defined as a "hazardous substance" under Section 26316 of the California Health and Safety Code, division 20, chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (c) defined as a "hazardous material," "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, division 20, chapter 6.954 Hazardous Substance" wider Section 25281 of the California Health and Safety Code, division 20, chapter 6.7 (Underground Storage of Hazardous Substances); (d) petroleum; (e) asbestos; (f) polychlorinated biphenyls; (g) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, division 4, chapter 20; (h) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq., 33 U.S.C. § 1321, or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 6903); (i) defined as a hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 6901 et seq.); or (k) found to be a pollutant, contaminant, toxic or hazardous waste or toxic or hazardous substance in any reported decision of a Federal or California state court, or which may give rise to liability under any Federal or California common law theory based on nuisance or strict liability.

**1.1.31 Hazardous Substance Laws** means any Laws regulating or relating to Hazardous Substances.

1.1.32 Holdover Base Rent shall have the meaning set forth in Section 2.5.

**1.1.33 Improvement Plans** shall mean (as applicable) those schematic design drawings, design development drawings, construction drawings, as-built plans, site plans and other plans and specifications for the Improvements.

**1.1.34 Improvements** means that certain apartment complex known as the ReNew (formerly Promenade) Apartments, currently consisting of approximately 400 apartment units comprising approximately 280,000 square feet of net livable residential space, all other buildings or structures on the Premises existing or to be constructed under the terms of this Lease, including without limitation the following: (a) all buildings or other structures shown on the Improvement Plans; (b) all grading improvements, landscaping, hardscaping and irrigation improvements and street improvements; (c) all sidewalks, walkways, and other accessways located within the Premises; (d) all necessary facilities and connections for water, storm drain, sewer, electricity, natural gas, telecommunications and other utility services for the Premises; and (e) the Updated Improvements.

1.1.35 Index shall mean the Consumer's Price Index - All Items, for the Los Angeles-Anaheim-Riverside Area, All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor (1982-1984 = 100). If the base year of the Index is changed, then the calculation hereunder shall be made utilizing the appropriate conversion factor published by the Bureau of Labor Statistics (or successor agency) to reflect the base year of the Index herein specified. If no such conversion factor is published, then the Parties shall, if possible, make the necessary calculation to achieve such conversion. If such calculation is not possible, or if publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, the term "Index" shall mean comparable statistics on the cost of living as computed by an agency of the United States Government performing a function similar to the Bureau of Labor Statistics or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been obtained using the Index.

**1.1.36 Institutional Lender** shall mean any of the following entities acting on its own or in a fiduciary capacity, so long as such entity (together with any entity directly or indirectly owning or controlling such entity) or directly or indirectly owned, controlled by or under common control with such entity) has an aggregate combined net worth of at least \$500,000,000: (a) a bank, savings and loan association, savings institution, trust company or national banking association, (b) a charitable foundation, (c) an insurance company, (d) a pension, retirement or profit-sharing trust or fund, (e) an investment company or business development company, as defined in the Investment Company Act of 1940, as amended, (f) a broker or dealer registered under the Securities Exchange Act of 1934, as amended, or any investment advisor registered under the Investment Advisers Act of 1940, as amended, (g) a public employees' pension or retirement system or any other government agency supervising the investment of public funds, or (ii) any entity directly or indirectly owning or controlling any of the foregoing or directly or indirectly owned, controlled by or under common control with any of the foregoing.

**1.1.37 Judicial Reference Proceeding** shall have the meaning set forth in <u>Section 17.1</u>.

**1.1.38 Landlord** shall have the meaning set forth in the introductory paragraph of this Lease.

**1.1.39 Landlord Delay** shall mean delay caused by Landlord (other than delays consistent with the established time frames for Landlord to conduct reviews and/or grant or deny discretionary approvals as shown on <u>Schedule 1</u>). The time frames shown on <u>Schedule 1</u> shall be extended as necessary to take into account delays caused by entities (other than Landlord) that delay Landlord's ability to meet the established time frames; such extensions shall not constitute Landlord Delay hereunder. In no event shall Landlord's rejection of an application submitted by Tenant due to Tenant's failure to comply in all material respects with any requirement of Landlord's approval process be considered Landlord Delay.

**1.1.40 Landlord Indemnified Parties** shall mean Landlord and its Affiliates, the California Community Colleges Board of Governors, each of their respective appointed and elected officials, and each of their respective agents, attorneys, employees, contractors and representatives.

**1.1.41 Landlord's Interest** shall mean Landlord's entire interest in (a) fee title to the Premises, (b) the Improvements upon the termination of this Lease and (c) this Lease.

**1.1.42 Laws** shall mean the applicable statutes, ordinances, rules, codes, requirements, permits, regulations, or the like, of any applicable Governmental Authority, or any requirements imposed by a court of competent jurisdiction.

**1.1.43 Lease** shall have the meaning set forth in the introductory paragraph of this instrument.

**1.1.44 Lease Year** shall mean each twelve (12) month period commencing on May 15 of each calendar year and terminating on May 14 of the immediately following calendar year (ie, May 15, 2016 – May 14, 2017).

1.1.45 Lease Expiration Date shall have the meaning set forth in Section 2.3.

1.1.46 Leasehold Mortgagee shall have the meaning set forth in Section 14.2.

**1.1.47** Machinery Insurance shall have the meaning set forth in <u>Section 10.1.5</u>.

**1.1.48 Major Work** shall mean each of the following: (a) the construction of the Updated Improvements; (b) any Alterations the cost of which as reasonably estimated by Tenant will exceed Three Hundred Thousand and No/100 Dollars (\$300,000.00); and (c) any reconstruction after casualty pursuant to <u>Section 9.2</u> below or reconstruction after a Partial Taking pursuant to <u>Section 11.7</u> below, in either case the cost of which as reasonably estimated by Tenant will exceed Three Hundred Thousand and No/100 Dollars (\$300,000.00).

**1.1.49 Material Adverse Change** means any material adverse change in the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of a Person or any of its subsidiaries (taken as a whole).

1.1.50 Note shall have the meaning set forth in <u>Section 14.2</u>.

1.1.51 Offer shall have the meaning set forth in <u>Section 12.2.1</u>.

1.1.52 Official Records shall have the meaning set forth in <u>Recital A</u>.

1.1.53 Partial Taking shall have the meaning set forth in Section 11.4.

1.1.54 Party or Parties shall refer to Landlord or Tenant, as the context requires.

**1.1.55 Permitted Assignee** shall mean any entity in which Tenant (or an Affiliate of Tenant) is the manager by reason of an ownership interest or contract management right and in which Tenant (or such Affiliate) has not less than a fifty-one percent (51%) profits interest.

**1.1.56 Person** shall mean any natural person, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization or any other entity.

**1.1.57 Plan Review Completion Date** shall have the meaning set forth in <u>Section 3.2.2</u>.

**1.1.58 Planning and Construction Period** shall mean the period beginning on May 1, 2016 and continuing until the date that is the earlier of (a) April 30, 2019 (subject to extension by the period of any Landlord Delay that occurs during the Planning and Construction Period), or (b) the last day of the calendar month following the date construction is substantially complete in accordance with the requirements of the Tenant Renovation Plans.

**1.1.59 Premises** shall mean the real property and the Improvements described in Recital A.

**1.1.60** "**Prime Rate**" means the prime rate of interest published as of the applicable date in the Wall Street Journal; provided, in the event such publication shall cease to publish a prime rate, the Prime Rate shall be deemed to be the prime interest rate announced from time to time by Wells Fargo Bank, N.A. unless otherwise agreed by the parties hereto.

1.1.61 Proceeds shall have the meaning set forth in Section 9.2.2.

**1.1.62** Prohibited Person shall mean a person or entity (a) listed in the Annex to, or otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order"); (b) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) with whom Landlord is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order; (d) who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; (e) that is named as a "specially designated national and blocked person" on the most current list

published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <u>www.ustreas.gov/offices/enforcement/ofac</u> or at any replacement website or other replacement official publication of such list; or (f) who is an Affiliate of or affiliated with a person or entity listed above.

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**1.1.63 Property Insurance Policy** shall have the meaning set forth in <u>Section 10.1.4</u>.

**1.1.64 Released Party or Released Parties** shall have the meaning set forth in Section 2.9.3(f).

**1.1.65** Releasing Party or Releasing Parties shall have the meaning set forth in <u>Section 2.8.1(c)</u>.

**1.1.66** Rent shall have the meaning set forth in <u>Section 4.5</u>.

**1.1.67 Residential Tenant** shall mean those tenants who from time to time lease from Tenant residential apartment units within the Premises.

**1.1.68 South Orange County Area** shall mean the Cities of Mission Viejo, San Juan Capistrano and Laguna Niguel.

**1.1.69 Taking** shall have the meaning set forth in <u>Section 11.2</u>.

1.1.70 Taxes shall mean all real property taxes and assessments, possessory interest taxes, gross receipts taxes, rental taxes, excise taxes, parking taxes, business and occupation fees or taxes, gross sales taxes, occupational license fees, water and sewer rates and charges, environmental taxes or assessments and other similar governmental charges, whether general or special, ordinary or extraordinary, which may be levied, assessed, charged or imposed by any Governmental Authority, or may become a lien or charge upon the Premises or any part or parts thereof, or upon Tenant's Interest. Taxes shall include any of the foregoing imposed at any time during the Term, whether or not now customary or within the contemplation of the Parties and regardless of whether the same shall be foreseen or unforeseen, similar or dissimilar to any of the foregoing.

**1.1.71** Tenant shall have the meaning set forth in the introductory paragraph of this Lease.

**1.1.72 Tenant Renovation Plans** shall refer to, collectively, the Conceptual Site Plan prepared by The Design Element; the Updated Improvement Plan, consisting of a summary list along with depictions of the primary anticipated Updated Improvements to be developed on the Premises; and the Budget for the Updated Improvements prepared by Redwood Construction, all as attached hereto as <u>Exhibit D</u>. The Tenant Renovation Plans are subject to revision as set forth in <u>Section 3.1.1</u>.

1.1.73 Tenant's Interest shall mean Tenant's entire interest in (a) the Premises, (b) the Improvements and (c) this Lease.

**1.1.74** Total Taking shall have the meaning set forth in <u>Section 11.3</u>.

**1.1.75** Trust Deed shall have the meaning set forth in <u>Section 14.2</u>.

**1.1.76 Updated Improvements** shall mean those Improvements to be constructed as shown collectively in the Tenant Renovation Plans, which shall include any upgrades, replacements, reconstruction or restorations of any of the Improvements.

#### ARTICLE 2 GRANT AND TERM

**2.1** Grant of Lease. In consideration of the covenants and agreements to be observed and performed by Tenant, Landlord hereby agrees to continue to lease to Tenant, and Tenant hereby agrees to continue to lease from Landlord, the Premises.

**2.2** Recordation of Documents. Within ten (10) Business Days after the Execution Date Landlord and Tenant shall execute and record in the Official Records a Memorandum of Lease in the form of Exhibit B attached hereto (the "Memorandum of Lease"). In addition, in the event that this Lease is terminated for any reason prior to the end of the Term, Tenant shall execute and deliver to Landlord within ten (10) Business Days after Landlord's request a quitclaim deed or such other document or documents terminating the Memorandum of Lease as Landlord may require in its reasonable discretion.

**2.3** Extended Term of Lease. Upon the Execution Date, the "Term" of this Lease shall be extended and shall expire, without notice or other action by either Party, at 11:59 p.m. Pacific Time on September 30, 2075 (the "Lease Expiration Date"), unless this Lease is sooner terminated or extended pursuant to the terms of this Lease.

**2.4** Lease Extension Fee. Upon the Execution Date, Tenant shall pay to Landlord the amount of Two Million Five Hundred Sixty-One Thousand Five Hundred Twenty Nine and No/100 Dollars (\$2,561,529.00) (the "Lease Extension Fee"), as consideration to Landlord for the rights extended to Tenant hereunder, including the right to extend the Term of this Lease as provided herein. The Lease Extension Fee shall be fully earned and non-refundable when paid, and shall not be applicable to the payment of any Rent due by Tenant to Landlord hereunder.

**2.5** Holding Over. No holding over after the termination or expiration of this Lease shall be permitted. Any holding over by Tenant after expiration or earlier termination shall not constitute a renewal or extension of this Lease, nor shall it give Tenant any rights in or to the Premises, or any part thereof. If Tenant holds over after the expiration or earlier termination of the Term, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Annual Base Rent shall be payable at a monthly rate ("Holdover Base Rent") equal to twice the greater of (a) the Annual Base Rent applicable to the last month of the Term under this Lease (*i.e.*, two times one-twelfth of the Annual Base Rent payment payable hereunder by Tenant), and (b) the then-current fair market rent for the Premises (inclusive of Improvements to the extent the same increases the value of the Premises for the highest and best use) for its highest and best legally permitted use, as reasonably determined by Landlord. Such month-to-month tenancy shall be subject to every other applicable term, covenant and agreement contained

in this Lease. Nothing contained in this Section shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or earlier termination of this Lease.

#### 2.6 Ownership and Removal of Improvements and Personal Property.

2.6.1 Ownership of Improvements. Except as hereinafter provided, Tenant shall be the owner of all Improvements, and all furnishings, fixtures and personal property located thereon. Tenant shall retain all rights to depreciation, deductions and tax credits arising from its ownership of said property. Except as permitted by this Lease, Tenant shall not remove any Improvements or fixtures from the Premises, nor waste or destroy any Improvements or fixtures. Upon the expiration or earlier termination of this Lease, all Improvements shall revert to Landlord without compensation or payment of any kind to, or requirement of consent or other act of Tenant, without the necessity of executing a deed, bill of sale, conveyance or other act or agreement of Tenant, and without payment of any kind or nature by Landlord to Tenant or to any other Person, including any Leasehold Mortgagee. If requested by Landlord, Tenant shall, without charge to Landlord, execute, acknowledge and deliver to Landlord appropriate documentation (in form and content satisfactory to Landlord) which acknowledges and confirms that Landlord retains all right, title and interest in and to the Improvements as of the expiration or earlier termination of this Lease.

2.6.2 Tenant's Right to Remove Personal Property. At the expiration or earlier termination of this Lease, Tenant may remove any or all of Tenant's personal property and trade fixtures from the Premises so long as (a) such personal property and trade fixtures can be removed without material damage to the Improvements, (b) such personal property and trade fixtures are removed within thirty (30) days following such expiration or earlier termination of this Lease and (c) all resultant injuries to the Premises are promptly and substantially remedied and Tenant takes reasonable steps necessary to preserve the appearance of the Premises. Upon request of Landlord, Tenant shall remove any and all of Tenant's personal property and trade fixtures remaining on the Premises after said thirty (30) day period shall automatically vest and become the sole property of Landlord without any payment by Landlord and without any further action or agreement required in connection therewith, including the necessity of bill of sale, deed, conveyance or other act or agreement of Tenant, and without payment of any kind or nature by Landlord to Tenant or to any other Person.

**2.7 Quiet Enjoyment.** So long as there has been no Event of Default and except for Landlord's actions in the case of an emergency for the purposes of protecting public health or safety, Tenant shall lawfully, peacefully and quietly hold, occupy and enjoy the Premises without disturbance, interruption or hindrance by Landlord, or any Person claiming by or through Landlord. Landlord shall in no event be liable in damages or otherwise, nor shall Tenant be released from any obligation hereunder, because of the interruption of any service, or a termination, interruption or disturbance attributable to an event of Force Majeure or any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, business invitees, or any Person claiming by or through Tenant.

#### **2.8** Condition of Premises.

#### 2.8.1 <u>As-Is</u>.

(a) <u>Acknowledgement</u>. Tenant is currently occupying the Premises and as of the Execution Date Tenant has satisfied itself that all matters related to the Premises are acceptable to Tenant, including, the state of title, the physical condition thereof, and, as applicable, the accessibility and location of utilities, and all mechanical, plumbing, sewage, and electrical systems located therein, suitability of soils, environmental and other investigations regarding the Premises. Tenant acknowledges and agrees that Tenant, in consummating the transactions described in this Lease, is continuing to lease the Premises in an "AS IS, WITH ALL FAULTS" condition, in its present state and condition and with all faults, if any. Tenant further acknowledges and agrees that Landlord makes no representations, warranties, or guaranties of any kind or character in connection with the transaction contemplated by this Lease, whether express or implied, oral or written, past, present or future, whether by Landlord or any of its agents, elected or appointed officials, representatives or employees, of concerning or with respect to:

Premises;

(i) the value of the Premises or the income to be derived from the

(ii) the existence or nonexistence of any liens, easements, covenants, conditions, restrictions, claims or encumbrances affecting the Premises;

(iii) the suitability of the Premises for any and all future development, uses and activities which Tenant may conduct thereon, including the development of the Improvements described in this Lease;

of the Premises;

(iv) the habitability, merchantability or fitness for a particular purpose

Premises;

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(v) the manner, quality, state of repair or lack of repair of the

the nature, quality or condition of the Premises including water,

soil and geology;

(vi)

(vii) the compliance of or by the Premises and/or its operation in

accordance with any Law;

(viii) the manner or quality of the construction or materials, if any, incorporated into the Premises;

(ix) the presence or absence of Hazardous Substances, at, on, under, or adjacent to the Premises;

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(x) the content, completeness or accuracy of the information, documentation, studies, reports, surveys and other materials, delivered to Tenant in connection with the review of the Premises and the transactions contemplated in this Lease;

(xi) the conformity of the existing improvements on the Premises, if any, to any plans or specifications for such improvements;

(xii) compliance of the Premises with past, current or future Laws relating to zoning, subdivision, planning, building, fire, safety, or environmental matters and/or covenants, conditions, restrictions or deed restrictions;

(xiii) the deficiency of any undershoring or of any drainage;

(xiv) the fact that all or a portion of the Premises may be located on or near an earthquake fault line or falls within an earthquake fault zone established under the Alquist-Priolo Earthquake Zone Act, California Public Resources Code Sections 262 1-2630 or within a seismic hazard zone established under the Seismic Hazards Mapping Act, California Public Resources Code, Sections 2690-2699.6 and Sections 3720-3725;

(xv) the existence or lack of vested land use, zoning or building entitlements affecting the Premises; and

(xvi) any other matters.

(b) <u>No Unauthorized Representations.</u> No Person acting on behalf of Landlord is authorized to make, and by execution hereof, Tenant acknowledges that no Person has made, any representation, agreement, statement, warranty, guarantee or promise regarding the Premises, the Premises or the transactions contemplated in this Lease or the past, present or future zoning, land use entitlements, construction, physical condition, presence or extent of Hazardous Substances or other status of the Premises except as may be expressly set forth in this Lease. No representation, warranty, agreement, statement, guarantee or promise, if any, made by any Person acting on behalf of Landlord that is not contained in this Lease will be valid or binding on Landlord.

(c) <u>Release.</u> Tenant, on behalf of itself and every Person claiming by, through or under Tenant (each a "**Releasing Party**"), hereby waives the right of each Releasing Party to recover from, and fully and irrevocably releases, Landlord, its Affiliates, the California Community Colleges Board of Governors, and their respective elected and appointed officials, employees, agents, attorneys, affiliates, representatives, contractors, successors and assigns (individually, a "**Released Party**" and collectively, the "**Released Parties**") from any and all Claims that Tenant or any Releasing Party may now have or hereafter suffer or acquire arising from or related to: (i) any condition of the Premises or any current or future improvement thereon, known or unknown by any Releasing Party or any Released Party; and (ii) any breach or default by Landlord under the Original Lease occurring prior to the Execution Date of this Lease; provided, however, that the foregoing release by the Releasing Parties shall not extend to (A) any breach by Landlord of any of the representations or warranties of Landlord set forth in this Lease, (B) any breach by Landlord of any of the covenants or obligations set forth in this

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misconduct or fraud of Landlord or any Released Party. This release includes Claims of which Tenant is presently unaware or which Tenant does not presently suspect to exist which, if known by Tenant, would materially affect the release of the Released Parties. Tenant, for itself and the other Releasing Parties, specifically waives the provision of California Civil Code Section 1542, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

In this connection and to the extent permitted by law, Tenant on behalf of itself and the other Releasing Parties hereby agrees, represents and warrants that (x) it realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to Claims or controversies which are presently unknown, unanticipated and unsuspected, (y) the waivers and releases in this <u>Section 2.8.1(c)</u> have been negotiated and agreed upon in light of that realization and (z) Tenant, on behalf of itself and the other Releasing Parties, nevertheless hereby intends to release, discharge and acquit the Released Parties from any such unknown Claims and controversies to the extent set forth above which might in any way be included as a material portion of the consideration given to Landlord by Tenant in exchange for Landlord's performance hereunder.

BY INITIALING BELOW, TENANT ACKNOWLEDGES THAT (A) IT HAS READ AND FULLY UNDERSTANDS THE PROVISIONS OF THIS SECTION, (B) IT HAS HAD THE CHANCE TO ASK QUESTIONS OF ITS COUNSEL ABOUT ITS MEANING AND SIGNIFICANCE, AND (C) IT HAS ACCEPTED AND AGREED TO THE TERMS SET FORTH IN THIS SECTION.

#### TENANT'S INITIALS

This release shall run with the land for the benefit of the Premises and Landlord, burdening Tenant's leasehold interest in the Premises and Tenant and all Persons claiming by, through or under Tenant, and to further evidence its effectiveness with respect to Tenant, shall be included in its entirety in the Memorandum of Lease.

**2.9** No Release of Tenant. Except as otherwise expressly provided herein, this Lease shall continue in full force and effect, and the obligations of Tenant hereunder shall not be released, discharged or otherwise affected, by reason of: (a) any damage to or destruction of all or any portion of the Premises, or any condemnation of all or any portion of the Premises; (b) any restriction or prevention of or interference with any use of the Premises; (c) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other proceeding relating to Landlord, Tenant, any Affiliate of Tenant, or any action taken with respect to this

Lease by any trustee or receiver, or by any court, in any proceeding; (d) any claim that Tenant or any other Person has or might have against Landlord; (e) any failure on the part of Landlord to perform or comply with any of the terms hereof or of any other agreement with Tenant or any other Person; or (f) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, in each case whether or not Tenant shall have notice or knowledge of any of the foregoing.

#### ARTICLE 3

#### CONSTRUCTION OF THE IMPROVEMENTS; COMMON INFRASTRUCTURE

#### **3.1** Tenant's Right and Obligation to Construct the Updated Improvements.

**3.1.1 Tenant's Obligation to Construct**. Tenant shall, at its sole cost and expense, design and construct, or cause to be designed and constructed, those certain upgrades, improvements and renovations to the current Improvements (the "**Updated Improvements**") upon the Premises in accordance in all material respects with the Construction Requirements, including without limitation the provisions of this <u>Article 3</u>. Tenant shall spend not less than Sixteen Million Five Hundred Thousand and No/100 Dollars (\$16,500,000.00) for the Updated Improvements, in accordance with the Budget for the Updated Improvements. Tenant shall, as soon as possible but not later than concurrently with Tenant's submission of the Improvement Plans for the Updated Improvements to Landlord for approval pursuant to <u>Section 3.2.1</u> below, provide to Landlord for Landlord's review and approval an updated Budget for the Updated Improvements, specifying in further detail the amounts to be expended for each category of upgrades, improvements and renovations, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall also comply with all of the terms of this <u>Article 3</u> in connection with any Alterations pursuant to <u>Section 9.1</u> below, restoration after a casualty pursuant to <u>Section 9.2</u> below or restoration after a Partial Taking pursuant to <u>Section 11.7</u> below.

#### **3.2** Major Work. The requirements of this <u>Section 3.2</u> shall apply to all Major Work.

**3.2.1 In General.** Prior to submitting to the City or any other Governmental Authority any proposed Improvement Plans, requests for approvals or permits to construct any Updated Improvements, Tenant shall first submit to Landlord for approval all Improvement Plans related thereto. The Improvement Plans shall be in substantial conformance with the Tenant Renovation Plans. All such submittals shall be in such format as may be specified by Landlord from time to time. Subject to Section 3.2.2 below, Landlord shall not unreasonably delay or withhold approval of any Improvement Plans to the extent the same are consistent with the Construction Requirements, including the Tenant Renovation Plans.

**3.2.2 Timing and Parameters of Landlord Plan Review.** Landlord shall approve or disapprove each set of Improvement Plans submitted by Tenant on or before the date (the "**Plan Review Completion Date**") that is thirty (30) days following Landlord's receipt of such Improvement Plans, in a completed form, from Tenant. If approved by Landlord, such approval shall be endorsed on the Improvement Plans and one set of such documents bearing Landlord's approval shall be returned to Tenant by the Plan Review Completion Date. If Landlord disapproves any such Improvement Plans, Landlord shall use commercially reasonable efforts to notify Tenant prior to the Plan Review Completion Date of Landlord's reasons for not

approving such Improvement Plans, whereupon Tenant shall within fifteen (15) days after receiving Landlord's notice of disapproval, revise and resubmit modified Improvement Plans for Landlord's approval addressing Landlord's reasons for its prior failure to approve. The approval by Landlord of the Improvement Plans shall be approval only as to their conformity with the requirements of this Lease and shall not be deemed a representation or warranty by Landlord as to the adequacy or sufficiency of such Improvement Plans for the grading, improvement or construction contemplated thereby for any use or purpose. By its approval thereof, Landlord makes no representation that the Improvement Plans will satisfy the requirements of all relevant Governmental Authorities or all applicable Construction Requirements, and Landlord assumes no liability or responsibility therefore or for any defect in any grading, improvements or construction made pursuant thereto. If Landlord fails to provide written notice of its approval or disapproval of any Improvement Plans prior to the Plan Review Completion Date, such Improvement Plans shall be deemed approved for the purposes of this <u>Section 3.2.2</u>.

**3.2.3 Design Professionals and Contractors.** Prior to commencing any Major Work, (a) Tenant shall furnish Landlord with a written estimate (in a format that has been previously approved by Landlord in its reasonable discretion) of the total cost of the Major Work to be undertaken, and a written list of the name and address of each Contractor that Tenant has retained or intends to retain, along with each such entity's contractor's license number; and (b) Tenant shall provide to Landlord copies of each design, consulting or construction contract entered into by Tenant in connection with such Major Work. In addition, upon written request of Landlord, the design, consulting and construction contracts entered into by Tenant shall include language that (i) permits at Landlord's election an assignment of the contracts to Landlord (or a successor in interest as to the Premises) in the event of a default by Tenant under this Lease with respect to the Major Work such that Landlord (or a successor in interest as to the Premises) shall have the right to enforce the contracts, provided however, any such assignment shall be subordinate to any assignment to any Leasehold Mortgagee, and (ii) requires the contract counterparties to continue performing in accordance with their contracts so long as the counterparties are compensated in accordance with the terms of the contracts for all work, labor and materials furnished to or for Landlord (or a successor in interest as to the Premises) thereunder.

**3.2.4 Bonding.** Prior to commencing any Major Work, Tenant shall deposit with Landlord (i) certificates or other satisfactory evidence that the general contractor has procured payment and performance bonds, (ii) a Letter of Credit from a lending institution acceptable to Landlord, or (iii) an executed Completion Guaranty (in such form as is acceptable to Landlord in its sole discretion) from an affiliated entity of Tenant with a minimum net worth of not less than One Hundred Million and No/100 Dollars (\$100,000,000.00) (as evidenced by financial statements for the two most recent calendar years acceptable to Landlord in its sole discretion), for a total amount not less than one hundred percent (100%) of the total construction cost of such Major Work (including the correction of any construction defects), naming Landlord Tenant and any Leasehold Mortgagee as co-obligees, in form and content and with a surety or sureties satisfactory to Landlord, guaranteeing the full and faithful performance of the construction contract for such construction free and clear of all mechanics' and material suppliers' liens and the full payment of all subcontractors, labor and material suppliers. In addition, Tenant shall be responsible for providing security for such Major Work in such form

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and to the extent required pursuant to California Civil Code Section 8700 et seq. or any successor statute.

**3.2.5 Financing Commitments.** Prior to commencing any Major Work, Tenant shall provide Landlord evidence satisfactory to Landlord that there are funds available and committed to Tenant sufficient to pay for one hundred percent (100%) of the total hard costs and indirect or "soft costs" associated with any Major Work, including, without limitation, architectural fees, other professional or consulting fees, finance charges or fees for loan commitments or money borrowed for such construction, costs for obtaining governmental approvals necessary for such construction, and Tenant's overhead and administrative costs for such construction and development.

**3.2.6 Reimbursements.** Tenant shall reimburse Landlord, as Additional Rent, for any costs and expenses incurred by Landlord in connection with any Major Work, including, without limitation, any costs incurred in connection with Landlord's review of any Improvement Plans (whether internal or related to the engagement of third parties).

**3.2.7** Non-Major Work. Landlord's consent shall not be required for any Improvement Plans for construction that does not meet the definition of Major Work; provided, however, that <u>Sections 3.2.8</u> through <u>3.2.15</u> inclusive shall apply to any such non-Major Work.

**3.2.8** Manner of Construction. All Improvements shall be designed by a duly licensed Design Professional, and all Improvements shall be constructed by, and any material repairs or Alternations thereto shall be made by, a duly licensed Contractor. The contract with each Design Professional and Contractor shall acknowledge that its lien rights shall apply to Tenant's Interest only and not to Landlord's Interest. Subject to <u>Section 3.3</u> below (as to the Updated Improvements), all Improvements shall be diligently and continuously pursued from the commencement thereof through completion. Tenant shall construct all Improvements and perform all repairs in a good and workmanlike manner, strictly in conformance with any and all Laws, and in accordance with any approved Improvement Plans and with the Construction Requirements. Without limiting the generality of the foregoing, Tenant shall be responsible for compliance with the provisions of California Labor Code Section 1720 *et seq.* (or any successor statute) regarding payment of prevailing wages for any public works aspect of the Improvements.

**3.2.9 Permits and Approvals**. Tenant shall be solely responsible for obtaining, at its sole cost and expense, all subdivision maps, permits and approvals required for the development, finance, leasing or operation of any Improvements from the City and all other Governmental Authorities, and for any issuance or re-issuance of all certificates of occupancy or equivalent permits required by applicable Law for the use and occupancy of the Premises. Without limiting the generality of the foregoing, Tenant shall be responsible for preparing and implementing a Storm Water Pollution Protection Plan for the Premises pursuant to applicable Law. Notwithstanding the foregoing, Tenant shall not apply to the City or any other applicable Governmental Authority for a variance or amendment to the Construction Requirements except with the prior written approval of Landlord (which Landlord may withhold in its sole discretion), and Tenant shall not submit any environmental impact report or other consultant's report containing information regarding Landlord to any Governmental Authority without Landlord's prior written approval. Landlord shall not be obligated to sign, support or assume any liability

under any application or other agreement relating to any permit, license or the like unless otherwise agreed by Landlord in its sole discretion and upon terms and conditions acceptable to Landlord.

3.2.10 Completion. Subject to Section 3.3 below (as to the Updated Improvements), upon substantial completion of any Improvements, (a) Tenant shall record in the Official Records a Notice of Completion pursuant to California Civil Code Section 8182 or any successor statute, a copy of which as recorded shall be provided by Tenant to Landlord, (b) Tenant shall comply with any other applicable requirements of Law with respect to the completion of works of improvement, and (c) if the Improvements are a Major Work, Tenant's Design Professional shall deliver to Landlord a certificate setting forth the total cost of such construction and certifying (i) that the Improvements have been substantially completed in compliance with the Construction Requirements, (ii) the completed Improvements have been inspected and finally approved by all appropriate Governmental Authorities, and all certificates of occupancy or similar permits or approvals required as a condition to the occupancy or use of such Improvements have been duly issued, and (iii) all costs and liens relating to the completed Improvements have been paid or discharged, as applicable. In addition, Tenant shall deliver to the Landlord a reproducible copy of the "as built" drawings of the Updated Improvements (in computer assisted design (CAD) format) as well as copies of all permits, approvals, temporary and permanent certificates of occupancy and other documents issued by any Governmental Authority in connection with all Improvements.

**3.2.11 Payment for Improvements.** Tenant shall promptly pay all Design Professionals, Contractors and material suppliers for design or construction of the Improvements in accordance with their respective contracts with respect to work performed by or for Tenant or materials purchased by or for Tenant so as to reduce the possibility of a lien attaching to the Premises. Tenant shall obtain conditional and unconditional interim and final lien releases in the required statutory forms in connection with Tenant's payment for work to Design Professionals, Contractors and material suppliers.

3.2.12 Construction Insurance. In addition to the requirements of Article 10, prior to commencing the construction of any Improvements, Tenant shall provide Landlord with evidence that Tenant carries (a) "Builder's All Risk" insurance covering the construction, including vandalism and malicious mischief, covering all Improvements in place on the Premises, all materials and equipment stored at the Premises and furnished under contract, and all materials and equipment that are in the process of fabrication at the premises of any third party or that have been placed in due course of transit to the Premises when such fabrication or transit is at the risk of, or when title to or an insurable interest in such materials or equipment has passed to, Tenant or its construction manager, contractors or subcontractors (excluding any contractors', subcontractors' and construction managers' tools and equipment, and property owned by the employees of the construction manager, any contractor or any subcontractor), such insurance to be written on a completed value basis in an amount not less than the full estimated replacement value of the Improvements; and (b) such other insurance or related requirements as Landlord may reasonably require. All such insurance shall conform to the requirements of Article 10. All Improvements shall be insured by Tenant pursuant to Article 10 immediately upon completion thereof.

**3.2.13 Ownership of Improvements**. All Improvements that may be installed or placed in or about the Premises shall be deemed to become an integral part of the Premises, and shall not be removed except as provided in <u>Sections 2.6.2</u> of this Lease.

3.2.14 Landlord Inspection Rights. During and upon completion of the construction of any Improvements, Landlord and any architect, engineer or other representative whom Landlord may select to act for Landlord, may inspect the Improvements and all work and materials as rendered and installed. Tenant shall keep copies of all Improvement Plans (with "as built" information incorporated) relating to any Improvements on the construction site and permit Landlord and its architects, engineers and other representatives to examine them at all reasonable times or, in the alternative, shall furnish Landlord with copies of such Improvement Plans. If Landlord and its architects, engineers or other representatives shall determine that the materials do not substantially conform to the approved Improvement Plans, or that the Improvements are not being constructed in accordance with the approved Improvement Plans, Landlord shall have the right to give prompt notice in writing to Tenant, specifying in detail the particular deficiency, omission or other respect in which it is claimed that the work does not conform with the approved Improvement Plans. Upon the receipt of any such notice, Tenant shall take such steps as shall be necessary to cause corrections to be made as to any deficiencies, omissions or otherwise, and shall immediately remove such materials and replace such construction and furnish materials in accordance with such Improvement Plans or with materials that meet or exceed the quality provided for in such Improvement Plans ("Corrective Action"). In the event that Tenant fails to commence such Corrective Action within five (5) Business Days after notification by Landlord or fails to diligently prosecute such Corrective Action to its completion, Landlord shall have the right to require Tenant to stop construction until such Corrective Action is completed.

**3.2.15 Lease Termination**. If this Lease expires or is terminated prior to the completion of construction of any Improvements, Tenant shall, at Landlord's option and at Tenant's expense, either (a) promptly complete construction of such Improvements, (b) remove all such partially completed Improvements, construction materials, equipment and other items from the Premises and restore the Premises to their pre-construction condition, or (c) subject to the rights of any Leasehold Mortgagee, assign the relevant contracts to Landlord without any pre-existing liability, to enable Landlord to complete such construction and charge Tenant for the expense of completion.

#### 3.3 Commencement, Prosecution and Completion of Updated Improvements.

**3.3.1 Commencement.** Tenant shall commence construction of the Updated Improvements on or before the date set forth on <u>Schedule 1</u> attached hereto as the "Construction Commencement Date." The Construction Commencement Date shall be extended day for day (a) during the continuance of any Force Majeure event that impacts the commencement or progress of construction, provided that the aggregate extension for all Force Majeure events under this <u>Section 3.3</u>, including Force Majeure events that occur during construction, shall not exceed one (1) year; and (b) for each day that the commencement or progress of construction is delayed due to a delay ("Landlord Delay") caused by Landlord (other than time periods for Landlord to conduct reviews and/or grant or deny discretionary approvals as shown on <u>Schedule 1</u>). In no event shall Landlord's rejection of an application submitted by Tenant due to

Tenant's failure to comply in all material respects with any requirement of Landlord's approval process be considered a Landlord Delay.

**3.3.2 Completion**. Tenant shall cause the completion of the construction of the Updated Improvements to occur on or before the date which is set forth on <u>Schedule 1</u> attached hereto as the "Construction Completion Date." The Construction Completion Date shall be extended day for day due to the occurrence of the events described in <u>Sections 3.3.1(a)</u> and (b) above.

**3.3.3 Conduct of Construction**. After commencement of construction of the Updated Improvements (a) such construction shall be diligently prosecuted so that the affected portion of the Premises shall not remain in a partly finished condition any longer than is reasonably necessary and in any event there shall be no stoppage of construction for a continuous period in excess of sixty (60) days, which sixty-day period may be extended day for day due to the occurrence of the events described in <u>Sections 3.3.1(a)</u> and (b) above, (b) no material excavation that would alter drainage patterns or require a grading permit shall be made on any portion of the Premises and no material amount of sand, gravel, soil or other material shall be removed therefrom that would alter drainage patterns or require a grading permit, other than in connection with the construction of the Updated Improvements in accordance with the Construction Requirements. All imported soil shall be certified by a duly licensed soils engineer as being in compliance with Hazardous Substance Laws and acceptable for community college purposes pursuant to applicable Laws, and shall be compacted to meet the Construction Requirements depending upon the location and expected use.

**3.3.4 Certain Definitions.** For purposes of this Lease, (a) Tenant shall be deemed to have "**commenced construction**" of the Updated Improvements when (i) all required permits, licenses and approvals required in connection therewith have been duly issued by the City or other applicable Governmental Authorities, (ii) the Contractor for such Updated Improvements has been given notice to proceed with the construction of such Updated Improvements by Tenant, and (iii) such Contractor has diligently and continuously commenced construction activities; (b) a "**stoppage of construction**" shall be deemed to occur at any time during which Tenant or its Contractor is not diligently and continuously prosecuting the construction and completion of such Updated Improvements pursuant to the Construction Requirements; (c) "**completion of construction**" shall be deemed to occur when (i) such Updated Improvements have been substantially completed (that is, completed except for minor punch list work), and (ii) Landlord has received the documents required pursuant to <u>Section 3.2.10</u> above.

**3.4** Encumbrance of Estate. Tenant acknowledges that Landlord is prohibited under applicable Law to subordinate or subject Landlord's Interest to the lien of any Person providing financing to Tenant in connection with the design or construction of all Improvements or the maintenance and operation thereof. All such financing shall be the sole responsibility of Tenant.

**3.5** Costs of Construction. Tenant shall bear all costs and expenses associated with construction of all Improvements, including all permit fees and costs imposed by the City or any other Governmental Authority.

**3.6** No Services or Improvements Provided by Landlord. Landlord shall not be required to furnish any services, utilities or facilities whatsoever to the Premises, and Tenant hereby assumes the full and sole responsibility, at Tenant's sole cost and expense, for obtaining, furnishing and paying for all services, utilities or facilities, including, but not limited to, heat, electricity, air conditioning, telecommunications, water and sewer services. Tenant hereby also assumes the full and sole responsibility, at Tenant's sole cost and expense, for the condition, operation, repair, maintenance, replacement and management of the Premises. Furthermore, Landlord has not agreed to construct any Improvements on the Premises. Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure or delay in obtaining any service or utility, regardless of cause, or for any diminution in the quality or quantity thereof; and such failures or delays or diminution shall not be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises, or relieve Tenant from paying Rent or performing any of its obligations under this Lease, or give Tenant the right to terminate this Lease.

**3.7** Cooperation. Each Party hereby covenants and agrees to cooperate with the other Party from and after the date of this Lease and throughout the term of this Lease in obtaining all approvals and permits that are necessary or desirable in order to develop and construct the Improvements and any other permitted Alterations including, without limitation, joining in applications, filings and submittals for use, building, grading, and construction permits, and participation in and support of the other Party's position in hearings, proceedings and meetings relating to any such permits or other governmental applications, submittals or approvals; provided, however, that the Party that is not performing such construction shall not be obligated to incur any expenses or liabilities in cooperating with the other Party's permitted construction activities.

#### ARTICLE 4 / RENT

4.1 Annual Base Rent. The Annual Base Rent payable by Tenant to Landlord for the 2015 Lease Year pursuant to the Original Lease was \$2,494,435 (the "Annual Base Rent"). The Annual Base Rent shall be adjusted from time to time and computed pursuant to <u>Section 4.2</u> below. Tenant shall pay the Annual Base Rent in advance, on or before May 15 of each Lease Year during the entire Term (the "Annual Base Rent Due Date").

4.2 Annual Base Rent Adjustments. On each Annual Base Rent Due Date, the amount of the then current Annual Base Rent shall be adjusted in the manner hereinafter set forth. On each Annual Base Rent Due Date, the Annual Base Rent shall increase (but not decrease) to reflect the change in the Index between the immediately preceding Annual Base Rent Due Date and the current Annual Base Rent Due Date, and continuing with respect to each subsequent adjustment date. In each instance, Annual Base Rent shall be multiplied by a fraction, the numerator of which is the Index published most recently before the current Annual Base Rent Due Date and the denominator of which is the Index published most recently before the immediately preceding Annual Base Rent Due Date; provided however, that the amount of any such increase shall not be less than three percent (3%), nor shall it exceed six percent (6%).

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4.2.1 Index. Reference to the "Index," as used in this Lease, shall mean the Consumer Price Index, all Urban Consumers, all Items, for the Los Angeles-Anaheim-Riverside area, base year 1982-84=100, as published by the United States Department of Labor, Bureau of Labor Statistics (the "Bureau"). Landlord shall endeavor to calculate and give Tenant notice of the increase in the Annual Base Rent on or before February 15 of each Lease Year, and Tenant shall pay the increased Annual Base Rental effective on each Annual Base Rent Due Date. Should the Bureau discontinue the publication of the Index, or publish the same less frequently, or alter the same in some other manner, Landlord, in its discretion, shall adopt a substitute index or procedure that reasonably reflects and monitors consumer prices.

**4.3 Place of Payment of Rental**. All rental payments shall be made in lawful money of the United States of America and shall be paid to Landlord at Landlord's address as set forth in <u>Section 19.1</u> or to such other parties and/or to such other address as Landlord may from time to time designate in writing to Tenant.

4.4 Net Lease; No Rent Abatement or Reduction. The rental set forth in this <u>Article 4</u> is established on the assumption that Landlord will not have to pay any expense or incur any liabilities of any kind in any way relating to, or in connection with, the Premises during the Term, except as otherwise provided in this Lease. Accordingly, Tenant will promptly pay all costs of every kind and description relating to or arising out of the Premises during the Term, including without limitation (a) all annual or special assessments allocated to the Premises, and (b) capital infrastructure, capacity, upgrade, improvement, utility and other charges allocated generally to the Premises by any Governmental Authorities and/or public or quasi-public utilities or other similar service providers to the Premises. Except as expressly provided to the contrary in this Lease, Tenant shall not be entitled to any abatement, set-off or reduction in Annual Base Rent due under this Lease.

**4.5** Additional Rent; Rent. All amounts and sums which Tenant is obligated to pay or reimburse to Landlord pursuant to this Lease (other than Annual Base Rent) shall be collectively referred to herein as "Additional Rent." All Additional Rent shall be due and payable within ten (10) days after Landlord's demand therefor. Additional Rent for any partial month at the beginning and the end of the Term shall be prorated on a daily basis. Any and all payments of Annual Base Rent (including all increases thereof), Additional Rent, and any and all other payments, disbursements or reimbursements (collectively, "Rent") which are attributable to, payable by, or the responsibility of Tenant under this Lease, constitute "rent" within the meaning of California Civil Code Section 1951(a).

**4.6** Interest. Any Rent or other amount payable by Tenant to Landlord under this Lease which is not paid when due shall bear interest at the rate of ten percent (10%) per annum until paid or a floating rate of two (2.0) percentage points above the Prime Rate then in effect, whichever is higher; provided however, in no event shall such interest rate exceed the maximum legal rate of interest in effect in the State of California.

**4.7** Late Charges. Tenant acknowledges that the late payment of any Annual Base Rent or Additional Rent will cause Landlord to lose the use of such money and incur costs and expenses not contemplated under this Lease, including, without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult

to ascertain. Therefore, if any installment of Annual Base Rent or Additional Rent is not paid within five (5) calendar days after the due date for such rent payment, then Tenant shall thereafter pay to Landlord on demand a late charge equal to five percent (5%) of the amount of any installment of Annual Base Rent or additional rent not paid on the due date. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant.

#### ARTICLE 5 USE

#### 5.1 Use of Premises.

**5.1.1 Construction of Improvements.** Tenant shall use the Premises solely for the construction, maintenance and operation of the Improvements (and any Alterations thereto approved pursuant to Section 9.1). Tenant shall ensure that the Improvements shall at all times be constructed, maintained and operated only in a manner consistent with the Construction Requirements.

5.1.2 Permitted Uses; Residential Apartments. The permitted use of the Improvements shall be limited to the improvement and operation of a residential apartment building.

**5.2** Changed Use. Should the use of all or any portion of the Premises or the Improvements materially change at any time during the Term of this Lease in a manner which is inconsistent with the requirements set forth in this Lease, and should this change not be approved in writing by Landlord, such change in use shall constitute a material breach of this Lease and subject to Section <u>15.2</u> (regarding notice and opportunity to cure such default), Landlord may exercise any of its remedies under <u>Article 15</u>, including without limitation, its right to terminate this Lease pursuant to <u>Section 15.4.1</u>.

**5.3** Waste; Nuisance. Tenant shall not use or permit any other Person to use the Premises, or any part thereof, nor allow any Person access for any use, which constitutes a waste, nuisance or unreasonable annoyance to Landlord. Tenant further agrees at all times during the Term, at its sole cost and expense, to do all things necessary to maintain the Premises in good, clean and sanitary condition and repair.

**5.4** Environmental Requirements. Tenant shall not use, nor permit the use by any other Person of any Hazardous Substance in the construction, use, operation or renovation of the Improvements in violation of the Environmental Restrictions or any applicable Hazardous Substance Laws, including, without limitation, any use, storage, handling, release, emission, discharge, disposal, generation, abatement, disposition or transportation of any Hazardous Substance from, on or otherwise relating to the Premises that violates the Environmental Restrictions or any applicable Hazardous Substance Laws. Tenant shall, at its own cost and expense, comply, and cause each of its licensees and/or concessionaires to comply, with the Environmental Restrictions and all applicable Hazardous Substance Laws including, without limitation, obtaining and filing all applicable notices, permits, licenses and similar authorizations. Should Tenant use or permit the use by any other Person of any Hazardous Substance in

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quantities requiring reporting or notice to any applicable Governmental Authority or agency, Tenant shall provide any required notice to the appropriate Governmental Authority or agency and simultaneously send a copy of such notice to Landlord. Tenant shall establish and maintain a policy to assure and monitor continued compliance by Tenant and all others occupying space in the Improvements with all Hazardous Substance Laws. Tenant shall not use nor shall Tenant permit any other person (including, without limitation, any Building Tenant) to use, the Premises, or any part thereof, for or in a manner which results in any release, emission, disposal, use or storage of any Hazardous Substance in violation of the Environmental Restrictions or any applicable Hazardous Substance Laws.

#### 5.5 Environmental Remediation and Indemnification.

5.5.1 Environmental Indemnity. As a material part of the consideration for this Lease, from and after the Effective Date, Tenant on behalf of itself and each and every Person claiming by, through or under Tenant, hereby agrees that Tenant shall, to the maximum extent permitted by law, indemnify, defend (with counsel reasonably acceptable to Landlord), and hold harmless the Landlord Indemnified Parties and the Premises from and against any and all Claims resulting or arising from or in any way connected with the existence, release, threatened release, presence, storage, treatment, transportation and/or disposal of any Hazardous Substances on, in, under, from, about or adjacent to any portion or portions of the Premises, regardless whether any such condition pre-exists this Lease or is subsequently caused, created or occurring; provided, however, that Tenant shall not be responsible (and such indemnify shall not apply) to the extent of the gross negligence or willful misconduct of the Landlord Indemnified Parties or any breach of any of Landlord's representations, warranties, covenants or obligations set forth in this Lease relating directly to environmental matters.

5.5.2 **<u>Release Notification and Remedial Actions.</u>** If, after the Effective Date, any release of a Hazardous Substance is discovered on the Premises, Tenant shall promptly provide written notice (or in the event of emergency, telephonic notice, followed by written notice) of any such release to Landlord. To the extent that any Governmental Authority is requiring that Landlord remediate such release and Tenant acknowledges that it is obligated to assume responsibility for or indemnify Landlord with respect to such release pursuant to Section 5.5.1, or there is a good faith dispute between Landlord and Tenant as to whether Tenant is obligated to assume responsibility or indemnify Landlord with respect to such release pursuant to Section 5.5.1, then Tenant shall (a) remediate the release in compliance with and to the extent required by Hazardous Substances Laws and such Governmental Authority, or if such removal is prohibited by any Hazardous Substances Laws, take actions as may be reasonably required by any Hazardous Substances Law; (b) take such other reasonable action as is necessary to have the full use and benefit of the Premises as contemplated by this Lease; and (c) provide Landlord with reasonably satisfactory evidence of the actions taken as required in this Section. To the extent that any Governmental Authority is requiring that Landlord remediate such release and Landlord acknowledges that Tenant is not obligated to assume responsibility for or indemnify Landlord with respect to such release pursuant to Section 5.5.1 or no Governmental Authority is requiring that Landlord remediate such release, then (as between Tenant and Landlord under this Lease), Tenant may elect in its sole and absolute discretion whether to remediate such release and/or pursue any rights that Tenant has against any third Person with respect to such release. The

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foregoing shall be without prejudice to the Tenant's or Landlord's rights against any responsible party or Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9620(h), and without compromising the applicability of any insurance coverage in regard to such release. Landlord and Tenant will coordinate any action required under this Section 5.5.2 with any appropriate environmental insurance carriers so as not to compromise coverage for the costs of such actions.

**5.6** Compliance with Government Regulations. Subject to Tenant's right to contest in accordance with <u>Section 5.8.1</u>, Tenant shall, at its sole cost and expense, at all times during the Term, conform to, and cause all persons using or occupying any part of the Premises to comply with, all Laws from time to time applicable thereto, including, without limitation, all Laws relating or applicable to the Premises, or the use and ownership thereof.

5.7 Evidence of Compliance with Laws. Tenant shall deliver to Landlord, upon Landlord's request, and at Tenant's expense, copies of documents and such other evidence as is normally and customarily issued by Governmental Authorities with jurisdiction over the Premises to demonstrate proof of compliance with all Laws pertaining to permits and authorizations relating to the Premises generally and to the Improvements specifically.

### 5.8 Right to Contest.

**5.8.1 Tenant Conduct of Proceedings.** At Tenant's sole cost and expense, Tenant, by appropriate legal proceedings brought in good faith and diligently prosecuted in its name, may contest the validity or applicability to the Premises, or any part thereof, of any Laws; provided however, that Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties) and hold harmless the Landlord Indemnified Parties, and protect the Premises from Tenant's failure to observe or comply with the contested Laws during such contest.

5.8.2 Landlord Conduct of Proceedings. Landlord reserves the right to contest the applicability to the Premises or validity of any Laws; provided, however, that if any such contest or proceeding is, with Tenant's prior written consent, maintained in the names of both Tenant and Landlord, Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant) and hold harmless Tenant and protect the Premises from the failure to observe or comply with the contested Laws during the contest. Within five (5) days of receipt of notice of action or proceeding claiming the applicability of, or seeking to impose, any legal requirement on the Premises or the development of the Premises, Landlord shall give Tenant written notice of such claims.

### ARTICLE 6 OPERATION AND MAINTENANCE

**6.1** Standards of Operation. Tenant shall continuously (except for reasonable interruption during repairs, maintenance or renovations and due to Landlord Delay and events of Force Majeure) and diligently during the Term operate, or cause the Improvements to be operated, in a first class manner and as otherwise required by this Lease.

**6.2 Maintenance**. At all times during the Term except in the event of a casualty or Taking, Tenant shall, at its sole cost and expense, keep and maintain all parts of the Premises in a condition of Comparable Improvements, subject to ordinary wear and tear. Such obligations include, without limitation, the obligation to maintain all Improvements in a clean, sanitary, neat, tidy, orderly and attractive condition. The foregoing obligations shall be excused in the event of a casualty covered by <u>Section 9.2</u> or a Taking covered by <u>Article 11</u> hereunder.

6.3 Management and Operation of the Premises. Tenant shall be responsible for overall management and control of the Premises. Tenant shall perform its obligations under this Section 6.3, or cause them to be performed, in a manner which demonstrates managerial skill, knowledge, judgment and practice which is standard for the management of Comparable Improvements. Tenant acknowledges Landlord's concern that, because the Improvements are located in the Premises, they must be operated, maintained and managed in first-class condition, and that Landlord, in agreeing to the terms of this Lease, is relying on the expertise, experience and reputation of Tenant, and its constituent members, partners, officers and directors, to cause the Improvements to be operated, maintained, and managed in said first-class condition. Tenant shall perform or cause to be performed, at its expense, property management services with respect to the Premises which are customarily provided for Comparable Improvements. If Tenant should hire a property manager for the Premises, such manager shall be experienced in the management and operation of projects similar to the Improvements. No such agreement with a manager to provide the services described in this Section 6.3 shall release Tenant from any obligation which Tenant has under this Lease.

6.4 Specific Tenant Obligations. Without limiting the provisions of <u>Section 6.3</u> above, Tenant shall:

**6.4.1** assure that any contractor performing work on the Premises maintains insurance in accordance with prudent practice prevailing in the industry for Comparable Improvements, including, without limitation, workers' compensation insurance, employees' liability insurance and insurance against liability for injury to persons and property arising out of such contractor's operations, any subcontractors' operations and the use of owned, non-owned or hired automotive equipment in the pursuit of all such operations;

**6.4.2** supervise, or cause to be supervised by its manager, all matters coming within terms of this <u>Article 6</u>, including, without limitation, direct observation, inspection and supervision of all repairs, decorations, alterations and Improvements during the progress thereof; and

6.4.3 obtain the necessary receipts, releases, waivers, discharges and assurances to keep the Premises free from mechanics' liens and other claims.

**6.5** Requirements of Government Agencies. At all times during the Term, Tenant, at Tenant's own cost and expense, shall make (subject to <u>Article 9</u> and all other applicable terms and provisions of this Lease) all alterations, additions or repairs to the Premises and every part thereof, required by Laws now or hereafter in effect.

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**6.6 Landlord Inspection Rights.** A representative of Landlord may enter the Premises, including the Improvements, during normal business hours for the purpose of inspecting the Premises for compliance with the requirements of this Lease, subject to Tenant's reasonable requirements as to security of the Premises and any tenants. Landlord shall give Tenant at least three (3) business days' prior notice of any such inspection, and except in the case of an emergency, Landlord shall be accompanied by a representative of Tenant. If Landlord determines that the use and operation of the Premises does not comply with the requirements of this Lease, Landlord shall have the right to give prompt notice in writing to Tenant, specifying in detail the particular manner in which the use and operation of the Premises is not in compliance with this Lease. Upon the receipt of any such notice, Tenant shall take such steps as shall be necessary to cause corrections to be made as to such non-compliance.

6.7 Meetings to Discuss Maintenance of Improvements. At least annually, a senior member of the facilities management personnel of both Parties shall meet to discuss the long term maintenance plan developed by Tenant for the Improvements, and Tenant will consider in good faith the suggestions of Landlord with respect to the ongoing maintenance of the Improvements.

## ARTICLE 7 TAXES AND ASSESSMENTS

7.1 Taxes and Assessments. Tenant shall pay all Taxes and Assessments prior to the delinquency date thereof. Landlord specifically calls to Tenant's attention the fact that this Lease may create a possessory interest subject to property taxation, and Tenant may be subject to a possessory interest tax levied on such interest. If the right is given to Tenant to pay any Taxes, Assessments, or other impositions which Tenant is herein obligated to pay either in one lump sum or in installments, Tenant may elect either mode of payment.

7.2 Landlord Indemnified and Held Harmless. Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties) and hold the Landlord Indemnified Parties harmless from the payment of all Taxes and Assessments. Subject to the provisions of Section 7.3, Tenant shall prevent any Taxes and Assessments from becoming a delinquency lien upon the Premises or any part thereof. Landlord shall in no way be obligated to pay such delinquent Taxes or Assessments, but Tenant authorizes Landlord to make such payment, and, if Landlord makes such payment, it shall become due and payable to Landlord by Tenant as Additional Rent pursuant to Section 4.5 and shall bear interest at the rate provided for in Section 4.6.

7.3 Tenant's Right to Contest. Tenant shall have the right, at its own expense, to contest the amount or validity of any Tax or Assessment by appropriate proceedings diligently conducted in good faith which shall operate to prevent the collection of any such Tax or Assessment so contested or the sale of the Premises or any part thereof to satisfy the same. As a condition precedent to Tenant's contesting any Tax or Assessment, Tenant shall (a) comply with all Laws respecting such contest, (b) give Landlord prior written notice of Tenant's intent to so contest said amount or validity, and (c) in order to protect Landlord from any sale or foreclosure against the Premises or any part thereof, provide a good and sufficient surety bond or other security deemed appropriate by Landlord in the amount of such Tax or Assessment plus

estimated penalties which may be imposed. Tenant shall bear any and all costs, liability or damage, including attorneys' fees and costs arising out of such contest. Nothing in this Section relieves, modifies or extends Tenant's covenant to pay any such Tax or Assessment at the time and in the manner provided in this <u>Article 7</u>.

7.4 Landlord's Cooperation in Tenant's Contest. Provided Landlord incurs no cost or liability in doing so, Landlord shall cooperate with Tenant in any proceedings brought by Tenant to contest the validity or the amount of any Taxes or Assessments or to recover any Taxes or Assessments paid by Tenant. If the provisions of any Law at the time in effect shall require that such proceedings be brought in the name of Landlord, then provided Landlord incurs no cost or liability in doing so, Landlord shall join any such proceedings or permit the same to be brought in its name. If any such proceedings shall be brought by Tenant, whether or not joined by Landlord or brought in Landlord's name, Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties) and hold harmless the Landlord Indemnified Parties and the Premises against any and all Claims that may be imposed upon the Landlord Indemnified Parties or the Premises in connection therewith.

7.5 Excluded Taxes. Tenant's obligation to pay Taxes and Assessments levied and assessed against the Premises or any part thereof shall exclude business, income or profits taxes levied or assessed solely against Landlord by any Governmental Authorities, unless such tax or assessment is levied in lieu of Taxes or Assessments which would have been otherwise payable by Tenant under this Lease.

**7.6 Prorations.** Taxes and Assessments shall be prorated at the beginning and end of the Term to reflect periods during tax fiscal years at the commencement and expiration (or sooner termination) of this Lease for which said taxes are paid during which this Lease is not in effect.

7.7 **Personal Property Taxes**. Tenant shall pay, or cause to be paid, before delinquency, all taxes levied against, or on account of, all fixtures, equipment and personal property located in or upon the Premises.

**7.8** Separate Assessment. Landlord and Tenant shall cooperate to the extent necessary to obtain a separate assessment and tax bill for the Premises.

**7.9 Replacement Taxes**. If at any time during the Term the basis of real property taxation prevailing at the commencement of such Term shall be altered so that in addition to, or in lieu of, or as a substitute for, the whole or any part of the real property taxes now levied, assessed or imposed there shall be levied, assessed or imposed upon or against Landlord a tax on rents, a license fee measured by rents, a so-called "value added tax", or any other tax in lieu of or fee resulting from a revision of the present real property tax laws, then and in any such event the same shall be included and deemed within the meaning and purview of this <u>Article 7</u> and Tenant shall be responsible for that portion of any such tax or fee equal to the amount that would have been levied, assessed or imposed on Landlord assuming the Premises constituted all of Landlord's real property.

## ARTICLE 8 UTILITIES

**8.1** Construction of Utilities. Tenant shall be responsible for the maintenance and construction (as applicable) of such utilities as are necessary to serve the Improvements in accordance with <u>Section 3.6</u> above. Tenant acknowledges and agrees that all utilities and related equipment to service such utilities to be located on the Premises (other than items that are not customarily placed below grade in Comparable Improvements developed in the South Orange County Area and other than temporary items used during construction) shall be placed below the grade of the surface of the ground.

**8.2** Cost of Utilities. All costs associated with bringing required utilities from the point of origin to the point of connection at the Improvements, including, without limitation, related professional, engineering and consultant fees, service charges, meters, and the costs of connections, including, without limitation, any hook-up fees or increased capacity charges assessed by any utility company, water district and/or Governmental Authority, shall be paid by Tenant. Tenant shall be responsible for paying all costs associated with bringing required utilities from the point of origin to the point of connection at the Improvements (including, without limitation, a sewer assessment charge) regardless of whether a utility company, water district, and/or government agency imposes any related assessment on Tenant directly.

# ARTICLE 9 ALTERATION, DAMAGE OR DESTRUCTION

# 9.1 Alteration of Improvements.

**9.1.1 Permitted Alterations.** Tenant shall make no alterations and additions to the Improvements ("Alterations") other than as approved by Landlord as provided in this <u>Section 9.1</u>; provided, however, that Landlord shall not unreasonably withhold, condition or delay its approval of any such Alterations. Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, make any Alteration that is not a Major Work provided that such Alteration is consistent with the Construction Requirements.

**9.1.2 Requirements.** Tenant shall comply with the requirements of Section 3.2 above as to all Alterations that constitute a Major Work. Tenant shall comply with the requirements of Sections 3.2.8 through 3.2.15 inclusive and Sections 3.4 through 3.7 above inclusive as to all Alterations.

# 9.2 Damage or Destruction of Improvements.

**9.2.1 Reconstruction After Casualty**. If, during the Term, the Improvements are wholly or partially damaged or destroyed (whether or not such casualty is covered by insurance, or required to be covered by insurance under the terms of this Lease), Tenant shall promptly give written notice of such damage or destruction to Landlord. Except as provided in Section 9.2.3, such damage or destruction shall not terminate this Lease, and Tenant shall promptly repair and restore the Improvements to substantially the same floor area, size, type, quality and nature as existed immediately prior to such damage or destruction unless Landlord gives its prior written approval to do otherwise pursuant to Section 9.1.1. Tenant shall keep

those portions of the Improvements that have been destroyed or damaged fenced off and screened from public view using fencing and screening materials acceptable to Landlord in its reasonable discretion, until such portions of the Improvements have been repaired by Tenant pursuant to this <u>Section 9.2</u>. The obligation of Tenant to pay Rent shall remain in full force and effect regardless of whether Tenant or any Building Tenant is able to conduct business from the Premises.

9.2.2 Disbursement of Insurance Proceeds. All property insurance proceeds recovered on account of damage or destruction of the Improvements ("Proceeds") shall be applied to the payment of the cost of repairing and replacing the Improvements; provided however, if this Lease is terminated pursuant to Section 9.2.3 below, the Proceeds shall be disbursed in accordance with Section 9.2.3. Except for reconstruction that is estimated (pursuant to a written estimate obtained by Tenant and acceptable to Landlord in its reasonable discretion) to cost less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), all Proceeds shall be deposited with a depository reasonably acceptable to Landlord, Tenant and the Leasehold Mortgagee, if applicable (the "Depository"). If the Proceeds are insufficient to cover the anticipated cost of reconstruction, Tenant shall deposit with the Depository before the commencement of reconstruction funds in the amount of such deficiency ("Tenant's Funds"). The Depository shall disburse the Proceeds and Tenant's Funds during the course of reconstruction in accordance with customary construction disbursement standards, including a ten percent (10%) retention. If, after the reconstruction has been completed in accordance with the terms of this Lease, there are remaining funds held by the Depository, then such funds (after deducting the fees and expenses of the Depository) shall be delivered to Tenant, or if a Leasehold Mortgage exists, then to such Leasehold Mortgagee. If there are not sufficient funds remaining to pay for the Depository's fees and expenses, Tenant shall be responsible for the payment of the same. The provisions of this Section 9.2.2 shall be subject to the provisions of a Trust Deed pursuant to Section 14.2 below. Notwithstanding the foregoing, at any time that a Leasehold Mortgagee has a lien on this Lease, the terms of the Trust Deed govern with respect to the use and allocation of Proceeds.

### 9.2.3 Damage or Destruction in Last Five Years of the Term.

(a) During the last five (5) years of the Term, Tenant may elect to terminate this Lease and not repair or restore the Improvements as otherwise required by <u>Section 9.2.1</u> if such damage or destruction is more than eighty percent (80%) of the replacement value of the Improvements on the date immediately preceding such damage or destruction. Tenant shall make such an election to not repair the Improvements by providing written notice to Landlord of its intention to terminate this Lease within forty-five (45) days following such damage or destruction. If Tenant makes such an election, this Lease shall automatically terminate upon the full performance by Tenant, at its sole cost and expense, of the demolition and removal of the remaining portions of the Improvements so damaged or destroyed and removal of all debris from the Premises; provided however, that any available Proceeds shall be applied to the cost of demolition and removal.

(b) In the event that Tenant elects to terminate this Lease pursuant to <u>Section</u> <u>9.2.3(a)</u> above and fails to complete such demolition and removal within one hundred eighty (180) days following the date of the damage or destruction, Landlord shall have the right (but not

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the obligation) to enter the Premises to complete such demolition and removal itself, in which event Tenant shall reimburse Landlord for one hundred ten percent (110%) of Landlord's actual demolition and removal costs ("Landlord's Demolition Costs"). Tenant shall pay the Landlord's Demolition Costs as Additional Rent within thirty (30) days after the date that Landlord delivers to Tenant copies of paid invoices evidencing Landlord's Demolition Costs or other backup documentation reasonably acceptable to Tenant. In the event that Landlord completes the demolition and removal itself, Landlord shall not be required to recover any salvageable items for the benefit of Tenant.

(c) In the event that this Lease is terminated pursuant to this <u>Section 9.2.3</u>, the Proceeds recovered on account of such damage or destruction (after deducting the costs of demolition and removal) shall be distributed first to satisfy the indebtedness secured by any Leasehold Mortgage, and any remaining proceeds shall be distributed to Landlord.

**9.2.4 Inapplicability of Civil Code Sections.** Except as set forth in <u>Section 9.2.3</u> above, the provisions of California Civil Code Sections 1932(2) and 1933(4), and any successor statutes, shall be inapplicable with respect to the destruction of any part of the Premises; such sections provide that a lease terminates on the destruction of the Premises unless otherwise agreed by the parties to the contrary.

**9.3** Work of Improvement. All construction and other work of making any Alterations or repairing any damage or destruction to the Improvements shall be undertaken in a lien- free and good and workmanlike manner, in conformity (in all material respects) to the Construction Requirements, including without limitation the requirements of <u>Article 3</u>; provided, however, for this purpose all references to the "Improvements" in <u>Article 3</u> shall be read to mean the applicable Improvements, and the dates for commencing and completing the applicable work shall be as set forth in the Improvement Plans for the applicable Improvements.

### ARTICLE 10 INSURANCE

**10.1 Insurance**. Tenant shall, at its sole cost and expense, maintain the following types of insurance under conditions, in not less than the amounts, and in the forms specified below:

**10.1.1 Commercial General Liability Insurance**. Tenant shall maintain a policy of commercial general liability insurance (a "CGL Policy") (occurrence form) having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, including coverage for premises and operations; products/completed operations; owners' and contractors' protective, personal, and advertising injury; broad form property damage, and with an "Additional Insured-Managers or Lessors of Premises" endorsement and a cross-liability endorsement. The CGL Policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease.

**10.1.2 Workers' Compensation Insurance.** Tenant shall maintain a policy of Workers' Compensation insurance as required by the State of California.

**10.1.3 Automobile Liability Insurance.** Tenant shall maintain a policy of Business Automobile Liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than One Million Dollars (\$1,000,000) for each accident.

**10.1.4 Tenant's Improvements.** Tenant shall maintain property insurance covering the Improvements and Tenant's personal property (the "**Property Insurance Policy**"), in an amount not less than one hundred percent (100%) of the full replacement cost, providing protection against any peril included within the classification "Special Causes of Loss," including without limitation, coverage for flood damage, earthquake damage, sprinkler damage and theft, and coverage for rental loss under Building Leases in amounts and for periods of time as may be reasonably determined by Tenant. Such insurance policy shall indemnify the policyholder for losses on a "replacement cost valuation" basis, and shall provide for reappraisal of the replacement cost not less than each two (2) years during the Term. During construction of the Improvements, Tenant shall maintain builder's risk insurance covering the Improvements for fire, lightning, extended coverage perils, vandalism, malicious mischief and sprinkler leakage, in an amount not less than one hundred percent (100%) of the projected replacement cost.

10.1.5 Equipment. Machinery insurance on all air conditioning and boiler equipment and systems serving the Premises (the "Machinery Insurance"). If such equipment and systems and the damage they may cause are not covered by Tenant's Property Insurance Policy, then the Machinery Insurance shall be in an amount not less than the full replacement cost of such equipment and systems.

The limits of liability of the insurance coverages specified in this <u>Section 10.1</u> may be provided by any combination of primary and excess liability insurance policies. The minimum policy limits specified in this <u>Section 10.1</u> shall be subject to increase from time to time at the reasonable direction of Landlord; provided, however, that such increases shall not exceed the amount of coverage generally carried in connection with projects and business operations of a similar nature in the South Orange County Area. Tenant shall inform Landlord of any deductibles or self-insured retentions, which shall not exceed commercially reasonable levels.

**10.2** Tenant Not Relieved. It is expressly understood that the coverage required herein shall not in any way limit the liability of Tenant hereunder.

**10.3** Additional Insureds. Coverages referred to in this <u>Article 10</u> shall name Landlord, the California Community Colleges Board of Governors, their respective appointed and elected officials and their respective employees as additional insureds and shall not exclude such additional insureds from coverage with respect to the negligent acts or omissions of Tenant, its officers, agents, employees, or any person or persons under its direction and control. Each policy shall further make provision for thirty (30) days' advance written notice to Landlord of any proposed modification, change or cancellation of any of the above insurance coverages.

**10.4** Basis of Insurance. The insurance required to be carried by this <u>Article 10</u> is to be written on an "occurrence" form.

**10.5 Proceeds**. The proceeds from any insurance covering damage to property shall be paid and applied as set forth in <u>Article 9</u> above.

**10.6** Waiver of Subrogation Rights. Each policy of insurance procured pursuant to this <u>Article 10</u> shall contain either (a) a waiver by the insurer of the right of subrogation against either Party hereto for negligence of such party, or (b) a statement that the insurance shall not be invalidated should any insured waive in writing prior to a loss any or all right of recovery against any party for loss described in the insurance policy. Tenant hereby waives any and all rights of recovery against Landlord, its appointed and elected officials, and its employees, faculty and students, for loss or damage to Tenant or its property or the property of others arising from any cause insured against under the policies required to be carried by this <u>Article 10</u>. In consideration of Tenant's property insurer's waiver of all rights of subrogation against Landlord and against Landlord's agents and representatives, Landlord agrees likewise to waive, or arrange for its property insurers to waive, any right of subrogation against Tenant by reason of loss of or damage to real or personal property of either Landlord or Tenant.

**10.7** Compliance with Requirements of Carriers. Tenant shall at all times observe and comply with the requirements of all policies of insurance in force with respect to the Premises, or any party thereof, and Tenant shall so perform and satisfy the requirements of the companies writing such policies so that, at all times, companies of good standing reasonably satisfactory to Landlord shall be willing to write or to continue such insurance. Insurance shall be placed with insurers authorized to do business in California by the State's insurance department and which have a current A.M. Best rating of no less than A: VI, unless otherwise acceptable to Landlord. In the event that A.M. Best ratings are no longer published, then Landlord shall select in its reasonable discretion another comparable insurance rating service of recognized authority. Tenant shall, in the event of any violation or attempted violation, of the provisions of this <u>Section 10.7</u> by any Building Tenant, licensee or other user of any portion of the Premises take steps immediately upon knowledge of such violation of attempted violation to remedy or prevent the same.

**10.8** Non-Contributing. All insurance required to be carried by this <u>Article 10</u> shall be noncontributing with any insurance carried by any of the named or additional insureds under said policies.

**10.9** Termination Notice/Form of Policies. In no event will such insurance be terminated or otherwise allowed to lapse prior to termination of this Lease, or such longer period as may be specified herein. Tenant may provide the insurance required by this <u>Article 10</u> in whole or in part through a policy or policies covering other liabilities and properties of Tenant, provided that any such policy or policies shall allocate to the Premises the full amount of insurance required hereunder.

**10.10 Evidence of Insurance**. Tenant shall provide Landlord with certificates or other evidence of insurance satisfactory to Landlord evidencing the maintenance of insurance required to be carried by this <u>Article 10</u>. Should any policy of insurance expire or be canceled and Tenant fails immediately to procure replacement insurance as required by <u>Article 10</u>, Landlord shall have the right, but not the obligation, to procure such insurance and to receive payment from

Tenant for the full cost thereof. If Landlord is damaged by the failure to provide or maintain the required insurance, the Tenant shall pay Landlord for all such damages.

**10.11** Settlement of Claims. Provided Tenant is not in default under this Lease, nor has there occurred any event which, with the giving of notice or the passage of time or both, could result in Tenant being in default under this Lease, if any portion of the Improvements shall be damaged or destroyed by an insured peril or otherwise, Tenant shall have the right to settle, adjust or compromise any claim.

# ARTICLE 11 CONDEMNATION

11.1 Lease Governs. In the event of any Taking during the Term, the rights and obligations of the Parties with respect to such appropriation and any Award in connection therewith shall be as provided in this <u>Article 11</u>. The Parties hereby waive the provisions of California Code of Civil Procedure Section 1265.110 *et seq.* (or any successor statute) concerning the right to terminate this Lease or the right to any suspension, diminution, abatement or reduction of rent upon a Taking.

**11.2** Taking Defined. "Taking" shall mean any acquisition of or damage to all or any portion of the Premises, or any interest therein or right accruing thereto, pursuant to or in anticipation of the exercise of the power of condemnation or eminent domain, or by reason of the temporary requisition of the use or occupancy of the Premises, or any part thereof, by any Governmental Authority, or any other agency empowered by law to take property in the State of California under the power of eminent domain.

#### **11.3** Total Taking Defined.

(a) A "**Total Taking**" shall mean:

(i) a Taking of all of the Premises other than for temporary purposes;

or

(ii) a Taking of so much of the Premises as to render, in Tenant's reasonable judgment, the balance of the Premises unsuitable for the operation of an apartment complex.

(b) Tenant shall notify Landlord within sixty (60) days after receiving notice of a Taking whether or not such Taking is a Total Taking. If Tenant fails to notify Landlord within such sixty (60) day period, such Taking shall be deemed to be a Partial Taking.

**11.4 Partial Taking Defined**. A "**Partial Taking**" shall mean a Taking which does not constitute a Total Taking, as defined in <u>Section 11.3</u>.

11.5 Termination of Lease. In the event of a Total Taking, this Lease shall terminate effective on the date of surrender of possession of the Premises to the condemning authority. Tenant shall continue to pay all Rent due hereunder and, in all respects, keep, observe and

perform all of the terms, covenants, agreements and conditions of this Lease to be kept, observed and performed by Tenant until the date of such termination.

**11.6 Partial Taking; Rental Abatement**. In the event of a Partial Taking, this Lease shall remain in full force and effect with respect to that portion of the Premises not so taken, and a fair and equitable proportion of the Annual Base Rent shall be abated according to the nature and extent of the Partial Taking, and the duration and extent of the interruption of Tenant's operations due to such taking and restoration of the Improvements. Any dispute between Landlord and Tenant concerning the proportion of rent to be abated under this <u>Section 11.6</u> shall be resolved by a Judicial Reference Proceeding in accordance with <u>Article 17</u>.

**11.7 Partial Taking; Restoration**. In the event of a Partial Taking, Tenant will, at its sole cost and expense, whether or not the condemnation award on account of such taking shall be sufficient for the purpose, promptly commence and proceed with due diligence (subject to Force Majeure) to effect restoration of the Improvements on the remaining portion of the Premises as nearly as possible to their value, condition and character immediately prior to such Taking, in accordance with the provisions of <u>Article 9</u> which shall apply to such restoration.

**11.8 Distribution of Award**. All awards and damages received on account of any Total Taking or Partial Taking (including all amounts in respect to both the Premises, the Improvements constructed thereon, and personal property located thereon), including interest received, if any, whether such awards or damages are paid in respect to the Taking of the fee or leasehold interest in the Premises (hereinafter collectively referred to as the "Award"), shall be paid promptly by the person(s) receiving the same to an escrow agent mutually acceptable to Landlord and Tenant (the "Escrow Agent"), to be released as hereinafter provided upon appropriate instruction from the Parties hereto.

**11.9** Allocation of Award; Partial Taking. Any Award in a Partial Taking shall be distributed by the Escrow Agent in the following order of priority:

**11.9.1** First, to Landlord, Tenant and any Leasehold Mortgagees, as herein provided, as reimbursement for all costs and expenses incurred by each of them in the collection of the Award, including fees and expenses incurred in the condemnation proceeding, in proportion to such costs and expenses incurred by each party;

**11.9.2** Second, to Tenant, as reimbursement for the cost and expense of restoration of the Improvements on the remaining portion of the Premises, as such costs and expenses are incurred by Tenant;

11.9.3 Third, to any Leasehold Mortgagees, in the order of their respective priorities;

11.9.4 Fourth, to Landlord, in an amount equal to the value of the Premises taken; and

**11.9.5** Fifth, all remaining compensation shall be apportioned between Landlord and Tenant as follows: (a) Landlord shall receive a percentage equal to the percentage of the Term that has already expired as of the effective date of the Partial Taking; and (b) Tenant shall

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receive a percentage equal to the percentage of the Term that has not yet expired as of the effective date of the Partial Taking.

**11.10** Allocation of Award; Temporary Taking. In the event of a Taking for temporary use or occupancy, this Lease shall continue in full force and effect without reduction or abatement of any rent payable hereunder, and Tenant shall be entitled to claim, recover and retain any Award made on account of such temporary Taking remaining after reimbursing the reasonable costs and expenses of Landlord and Tenant incurred in collecting such Award; provided, however, that if the period of such temporary Taking extends beyond the Term, such Award shall be apportioned between Landlord and Tenant as of the date of expiration of the Term.

**11.11** Allocation of Award; Total Taking. Any Award in a Total Taking shall be distributed by the Escrow Agent in the following order of priority:

**11.11.1** first, to Landlord, Tenant and any Leasehold Mortgagees, as herein provided, as reimbursement for all costs and expenses incurred by each of them in the collection of the Award, including fees and expenses incurred in the condemnation proceeding, in proportion to such costs and expenses incurred by each party;

11.11.2second, to any Leasehold Mortgagees, in the order of their respective priorities, such sum as is necessary to satisfy and discharge the liens thereof;

11.11.3third, to Landlord, in an amount equal to the fair market value of the Premises; and

11.11.4fourth, all remaining compensation shall be apportioned between Landlord and Tenant as follows: (a) Landlord shall receive a percentage equal to the percentage of the Term that has already expired as of the effective date of the Total Taking, and (b) Tenant shall receive a percentage equal to the percentage of the Term that has not yet expired as of the effective date of the Total Taking.

**11.12 Conduct of Proceedings.** Subject to the rights of any Leasehold Mortgagees to participate therein, Tenant and Landlord shall jointly commence, appear in and prosecute any action or proceeding involving a Taking of the Premises, or any part thereof or interest therein, by condemnation or under the power of eminent domain, or otherwise and shall jointly make any compromise or settlement in connection therewith. If the Parties disagree concerning such action or proceeding and there shall exist an Event of Default, Landlord shall be entitled at its option to commence, appear in and prosecute on its own and in its own name any such action or proceeding, and Landlord shall also be entitled to make on its own any compromise or settlement in connection therewith, subject to the rights of any Leasehold Mortgagees to participate therein.

**11.13** Notice. Upon either Party receiving notice of or becoming aware of any condemnation proceedings, or threats thereof, such Party shall promptly give written notice to the other Party in the manner specified in <u>Section 19.1</u>.

# ARTICLE 12 ASSIGNMENT AND SUBLETTING

**12.1** Assignment. In no event shall Tenant be permitted to Assign less than all of Tenant's Interest or sublease any portion of the Premises except pursuant to <u>Section 12.4</u> below. Tenant may, as provided in <u>Article 14</u> below with respect to the financing of the construction of the Improvements, and any refinancing thereof, assign all of Tenant's Interest to a Leasehold Mortgagee as security for financing of the construction of any of the Improvements, or any refinancing thereof, without the prior written consent of Landlord. In addition, the consent of Landlord shall not be required for the Assignment of Tenant's Interest to a Permitted Assignee; provided that within ten (10) Business Days of such Assignment to a Permitted Assignee and evidence with reasonable specificity establishing the status of such assignee as a Permitted Assignee. No other purported Assignment of Tenant's Interest or any portion thereof, whether voluntarily, involuntarily or by operation of law shall be permitted nor shall the same be valid unless such assignment complies with the following:

12.1.1 Tenant may not (except as provided above in this Section 12.1) Assign Tenant's Interest without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's reasonable discretion. Tenant agrees that it shall be conclusively presumed to be reasonable for Landlord to consider the following requirements in determining whether or not to consent to a proposed Assignment: (a) no Event of Default shall have occurred and remain uncured under this Lease; (b) Tenant shall have complied with all provisions of this Article 12; (c) the use of the Premises by the proposed assignee shall comply with the provisions of this Lease; (d) the proposed assignee shall be experienced in the ownership, management and operation of properties reasonably comparable to the Premises; (e) the proposed assignee shall be capable financially of performing Tenant's obligations under this Lease and all other obligations relating to the Premises; (f) the proposed Assignee shall operate in a form of entity that is acceptable to Landlord in Landlord's reasonable business judgment; (g) no civil or administrative judgments involving fraud or dishonesty, or criminal felony convictions of any kind, shall have been entered against the proposed assignee or its key people; (h) neither the proposed assignee nor its affiliates shall be a current or past litigant in any suit brought against or by Landlord; and (i) neither the proposed assignee nor its affiliates shall be or employ an individual or individuals named in any state or federal list of individuals who commit or threaten terrorism.

12.1.2 Any attempt to Assign Tenant's Interest without Landlord's consent shall be voidable by Landlord, and at Landlord's election, shall constitute an Event of Default.

12.1.3 Tenant shall provide Landlord with thirty (30) Business Days' prior written notice of any proposed Assignment requiring Landlord's consent as set forth above. Tenant shall accompany such notice with reasonable and adequate information and documentation regarding the proposed assignee's (a) financial strength (including, without limitation, current financial statements), (b) reputation and experience in operating and maintaining properties reasonably comparable to the Premises, and (c) such additional information as is reasonably requested by Landlord in order for Landlord to properly consider consenting to such proposed Assignment pursuant to <u>Section 12.1.1</u> above. If Landlord fails to

respond to Tenant's request within such thirty (30) Business Day period, the proposed Assignment shall be deemed approved by Landlord.

**12.1.4** Any Assignment of Tenant's Interest, other than to a Permitted Assignee of Tenant, shall be subject to Landlord's right of first offer as set forth in <u>Section 12.2</u> below.

12.1.5 Any Assignment permitted under this Lease shall be evidenced by an assignment and assumption agreement in such form as is reasonably acceptable to Landlord, pursuant to which the assignee shall assume and promise to perform all of the terms, covenants and conditions of this Lease which are obligations of Tenant. Tenant shall, on demand of Landlord, reimburse Landlord for Landlord's reasonable costs, including attorneys' fees, incurred in connection with each request by Tenant for consent to an Assignment of this Lease.

**12.1.6** In no event shall Tenant be permitted to Assign this Lease to a group of Persons that will hold Tenant's Interest as tenants in common. In addition, Tenant shall not Assign this Lease to a Prohibited Person, and any proposed Assignee shall make the representation and warranty set forth in <u>Section 19.16.4</u> below for the benefit of Landlord in the assignment and assumption agreement.

#### **12.2** Right of First Offer.

**12.2.1** If Tenant wishes to assign all of Tenant's Interest to any Person other than a Permitted Assignee, Tenant will first offer Tenant's Interest to Landlord pursuant to a written offer (the "**Offer**") setting forth the material terms and conditions on which Tenant is willing to sell Tenant's Interest. Landlord acknowledges and agrees that this <u>Section 12.2</u> shall not be applicable with respect to assignments to Permitted Assignees.

12.2.2 Landlord shall have until thirty (30) days from the date of its receipt of the Offer to elect to acquire Tenant's Interest upon the same price, terms and conditions as those set forth in the Offer. If Landlord does not exercise its right to acquire Tenant's Interest by notifying Tenant in writing of its unconditional election to do so within said thirty (30) day period, then Tenant may, for a period of six (6) months following the earlier of the date of Landlord's notice or the expiration of said thirty (30) day period sell (or enter into an agreement to sell) Tenant's Interest on terms and conditions that are not "materially more favorable" than those set forth in the Offer, but not otherwise. If Landlord's acceptance contains a condition, which Tenant reasonably determines to be material, Landlord shall be deemed to have elected not to exercise its right.

12.2.3 For purposes of this <u>Section 12.2</u>, the terms and conditions on which Tenant's Interest is sold to another purchaser shall be deemed "materially more favorable" than those set forth in the Offer, if (a) the total price is less than 95% of the purchase price set forth in the Offer, (b) less than 95% of the price is paid in cash at the time of the transfer or assignment than that set forth in the Offer, or (c) the portion of the price not paid in cash at the time of the transfer or assignment is payable over not less than 110% of the period of time set forth in the Offer, or with periodic payments that are less than 90% of the amount of the periodic payments set forth in the Offer.

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**12.2.4** If Tenant elects to assign all of Tenant's Interest (other than to a Permitted Assignee) on terms that are materially more favorable to another purchaser, then Tenant shall reoffer the assignment to Landlord, and Landlord shall have five (5) Business Days to unconditionally accept the new Offer on such revised terms by delivering written notice of such acceptance to Tenant. If Landlord fails to timely deliver such acceptance, Landlord shall be deemed to have waived its right of first offer and Tenant shall be free for a period of six months, following the earlier of the date of Landlord's notice or the expiration of the five (5) Business Day period, to sell or assign (or enter into an agreement to sell or assign) Tenant's Interest on terms that are not materially more favorable than those set forth in the revised Offer.

12.2.5 Nothing in this <u>Section 12.2</u> shall serve to circumvent Landlord's consent rights, if any, under <u>Section 12.1</u>.

**12.2.6** Landlord's rights under this <u>Section 12.2</u> shall be of no further force or effect upon Landlord's transfer of the Premises to any Person that is not an Affiliate.

**12.3** Release of Tenant Upon Assignment. The liability of a Person who becomes "Tenant" hereunder will cease upon an assignment or transfer (but not a sublease) of this Lease that is approved by Landlord pursuant to <u>Section 12.1</u> above (which assignment or transfer shall contain an express assumption by any transferee of all Lease obligations).

**12.4 Building Tenant Leases.** Notwithstanding any provisions to the contrary set forth in this <u>Section 12</u>, Tenant shall be allowed without the prior written consent of Landlord to enter into any and all Building Tenant Leases.

# ARTICLE 13 LIENS AND ENCUMBRANCES

Covenant Against Encumbrances. Except as provided in Article 14, Tenant shall not, 13.1 and shall have no right to, encumber Landlord's interest in the Premises, and Tenant covenants to keep the Premises and each and every part thereof at all times free and clear of any and all liens and encumbrances of any kind whatsoever arising out of Tenant's acts or omissions or those acts or omissions of its agents and Residential Tenants, including, without limitation, those liens and encumbrances created by Tenant's acts or omissions, and those created by the performance of any work of improvement, alteration, maintenance, replacement or repair, or labor or furnishing of any material, supplies or equipment in connection therewith. Should Tenant fail to discharge or cause to be discharged any claim of lien within thirty (30) days after service on Tenant, then, on written notice from Landlord, Landlord may pay, adjust, compromise and discharge any such lien or claim of lien on such terms and manner as Landlord may deem appropriate. In such event, Tenant shall immediately reimburse Landlord for the full amount paid by Landlord in connection with such lien or claim of lien, including any attorneys' fees or costs, or other costs expended by Landlord, together with interest at the rate provided in Section 4.6 from the date of payment by Landlord to date of repayment by Tenant.

**13.2** Non-Subordination. Landlord's reversionary interest in the Premises and Landlord's interest in this Lease shall be superior and prior in interest to any loans, mortgages, deeds of trust, other leases, liens and encumbrances that may hereafter be placed on the Premises, or any part

thereof, by, against or as a result of the acts of Tenant or anyone deriving any interest in the Premises, or any part thereof or interest therein, through Tenant. Any loan, mortgage, deed of trust, lease, lien or encumbrance placed by Tenant on the Premises or the Improvements, or any part thereof or interest therein, shall not adversely affect Landlord's interests under this Lease or Landlord's interests in the Premises. Tenant agrees, without any cost or expense to Landlord, to execute any instrument which is necessary or is reasonably requested by Landlord to further confirm the non-subordination of Landlord's reversionary interest in the Premises and Landlord's interest in this Lease.

13.3 Mechanics' and Similar Liens. Ten (10) days prior to the commencement of any "work of improvement" (as defined in California Civil Code Section 8050) on the Premises, Tenant shall provide Landlord with written notice of the intention to commence such "work of improvement" and Landlord shall have the right to enter the Premises in order to post a notice of non-responsibility in accordance with California Civil Code Section 8444. Tenant shall pay or cause to be paid the total cost and expense of the entire "work of improvement" on the Premises. No such payment shall be construed as Rent under this Lease. Tenant shall not permit any mechanics', material suppliers', contractors', subcontractors' or other lien, arising out of Tenant's use or occupancy of the Premises, or any part thereof, to stand against the Premises, or any part thereof. If any such lien shall be filed against the Premises, or any part thereof, Tenant shall cause the same to be discharged within thirty (30) days after actual notice of such filing, by payment, deposit or bond. Notwithstanding the prior sentence, if Tenant seeks to extend the pendency of such lien in order to negotiate with the holder thereof, then Tenant is authorized to conduct such negotiations for a period not to exceed one hundred twenty (120) days from the date of the filing of such lien, if Tenant shall have given Landlord prior written notice of its intention to negotiate. Within the thirty (30) day period referred to above, and provided that Tenant shall furnish the release bond required by California Civil Code Section 8424, or any comparable statute hereafter enacted providing a bond freeing the Premises and every part thereof, or take such other action as shall be reasonably acceptable to Landlord to protect the Premises from the effect of such lien. The satisfaction and discharge of any such lien shall not, in any case, be delayed to the date execution is had upon any judgment, rendered thereon, and such delay shall be an Event of Default hereunder. Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties) and hold the Landlord Indemnified Parties harmless against any and all Claims resulting from any lien recorded against the Premises or any portion thereof, including any contest by Tenant of such lien.

# ARTICLE 14 HYPOTHECATION

14.1 Lease as Security. This Lease shall be a prior lien against the Premises with respect to any loans, mortgages, deeds of trust, other leases, liens and encumbrances that may hereafter be permitted to be placed on the Premises under the terms of this Lease.

**14.2** Financing. Tenant may seek to obtain a loan to finance the construction of the Updated Improvements and to refinance the Improvements from time to time during the Term. For such purpose only, Tenant shall have the right, without obtaining Landlord's consent, to assign all or part of Tenant's interest under this Lease, as security to any Institutional Lender (a "Leasehold Mortgagee") which has advanced such funds to Tenant pursuant to a promissory note (the

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"Note") and a trust deed or mortgage (collectively, the "Trust Deed"). In the event Tenant assigns all or any portion of Tenant's Interest to secure a loan permitted under this <u>Section 14.2</u>:

14.2.1 Landlord shall not be required to sign any Trust Deed or the Note, or otherwise become obligated thereunder;

14.2.2 No such lien, charge or encumbrance shall constitute a lien or encumbrance upon Landlord's fee title in the Premises or its reversionary interest in the Improvements;

14.2.3 Any interest in the Premises which the Trust Deed establishes in a trustee, and any lien which it creates, shall expire on or before the date of expiration of this Lease;

14.2.4 The Trust Deed shall impose no financial obligations on Landlord, contingent or otherwise;

14.2.5 The Trust Deed shall neither subordinate nor affect Landlord's right to convey, mortgage, encumber or otherwise hypothecate in any way Landlord's fee in the Premises or reversionary interest in the Improvements. Upon written request, Landlord will obtain a non-disturbance agreement in favor Tenant with respect to this Lease from any lender to Landlord whose loan is secured by all or any portion of the Premises. Such non-disturbance agreement shall expressly provide that Landlord's lender will not terminate this Lease, or otherwise join Tenant as a party defendant, in connection with such lender's exercise of remedies under its loan.

14.2.6 Except as otherwise provided herein, or in any agreement between Landlord and any Leasehold Mortgagee, no Leasehold Mortgagee or anyone claiming by, through or under such Leasehold Mortgagee shall, by virtue of such claim, acquire any greater rights than Tenant then had under this Lease;

14.2.7 The Trust Deed shall be subject to all conditions, covenants and restrictions of this Lease and to all rights of Landlord hereunder;

14.2.8 Landlord will accept performance under this Lease by any Leasehold Mortgagee as though the same had been performed by Tenant;

14.2.9 The time given to a Leasehold Mortgagee pursuant to this Lease to initiate foreclosure proceedings, to proceed with foreclosure proceedings, or to obtain possession of the Premises shall be deemed extended by the number of days of delay occasioned by judicial order or operation of law against any such action;

14.2.10 If two or more Leasehold Mortgagees exercise their rights under this Lease to perform the obligations of Tenant, the Leasehold Mortgagee who would be senior in priority if there were a foreclosure shall prevail;

14.2.11 This Lease shall not be materially modified amended or surrendered (except upon termination pursuant to this Lease) without the prior written consent of each Leasehold Mortgagee;

14.2.12 Tenant shall give Landlord written notice of any Trust Deed prior to the execution and/or recording of same by Tenant, and shall accompany such notice with a true copy of such Trust Deed and the Note secured thereby; and

14.2.13 Subject to the terms of Section 9.2.2, all insurance proceeds arising from damage or destruction of the Improvements shall be available for restoration thereof to the extent Tenant is obligated under the terms of this Lease to restore the Improvements following such damage or destruction.

Assignment by Leasehold Mortgagee. Section 12.2 of this Lease shall not apply and 14.3 the written consent of Landlord shall not be required for any assignment of this Lease (a) to a Leasehold Mortgagee, an Affiliate thereof, or any other Person who purchased the leasehold estate hereunder at any judicial or non-judicial foreclosure sale held pursuant to the terms of a Trust Deed, (b) to a Leasehold Mortgagee or an Affiliate thereof who acquired the leasehold estate hereunder through a deed or assignment in lieu of foreclosure or (c) to any Person who purchased the leasehold estate hereunder from Leasehold Mortgagee or its Affiliate; provided that in any such event such other Person promptly gives notice to Landlord in writing of any such assignment or transfer, setting forth the name and address of the transferee, the effective date of such assignment, and the express agreement of the transferee assuming and agreeing to perform all of the obligations under this Lease required of Tenant to be performed thereafter, except those covenants which, by their terms, cannot be performed by any Person other than the original Tenant, together with a copy of the document by which such assignment was made. In the event a Leasehold Mortgagee, or an Affiliate thereof, acquires the leasehold estate hereunder through foreclosure or deed or assignment in lieu of foreclosure, the liability of such Leasehold Mortgagee, or such Affiliate thereof, under this Lease will cease upon a subsequent assignment or transfer of this Lease (which assignment or transfer shall contain an express assumption by any transferee of all future Lease obligations).

14.4 Notice of Leasehold Mortgagee. Concurrently with the execution of any Trust Deed, Tenant shall furnish to Landlord the name and address of each Leasehold Mortgagee secured thereby. Landlord shall thereafter mail each such Leasehold Mortgagee a duplicate copy of any and all notices of default which Landlord may from time to time give or serve upon Tenant under the terms of this Lease.

14.5 Request for Notice of Defaults. Upon the recording of a Trust Deed, Tenant shall, at Tenant's expense, cause to be recorded in the Official Records, a written request, executed and acknowledged by Landlord, for a copy of all notices of default and all notices of sale under such Trust Deed, as provided by the laws of the State of California. Tenant shall include in the body of the recorded Trust Deed itself a request for notice having the effect described above.

14.6 Notice of Defaults to Leasehold Mortgagee. If Landlord has received notice from Tenant of the current names and addresses of one or more Leasehold Mortgagees secured by a Trust Deed in the manner specified in this Lease, Landlord shall not take any action to terminate this Lease by reason of any default or breach hereunder by Tenant if any such Leasehold Mortgagee under such Trust Deed, within the time periods set forth below, after service of written notice to such Leasehold Mortgagee by Landlord of Landlord's intention to terminate this Lease for such default or breach:

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14.6.1 Shall cure, within thirty (30) days of receipt of such notice such default or breach, if the same can be cured by the payment or expenditure of money required to be paid under the terms of this Lease; or

**14.6.2** Shall, subject to <u>Section 14.6.3</u>, cure, within sixty (60) days of receipt of such notice such default or breach, if the same cannot be cured by the payment of money; and

14.6.3 In the case of a default or breach which cannot be cured unless and until the Leasehold Mortgagee has obtained possession, shall take possession of the Premises within one hundred eighty (180) days of receipt of such notice and thereafter diligently proceeds to cure such default or breach within sixty (60) days thereafter; and

14.6.4 If such default or breach is not curable under the foregoing subparagraphs 14.6.1 through 14.6.3, the Leasehold Mortgagee shall within thirty (30) days of receipt of such notice institute and thereafter diligently prosecute judicial or non-judicial foreclosure proceedings or otherwise acquire Tenant's interest hereunder with due diligence, and keep and perform all of the covenants and conditions of this Lease reasonably capable of being performed by Leasehold Mortgagee during such period, including those requiring the payment or expenditure of money by Tenant, until such time as Tenant's leasehold shall be sold by foreclosure pursuant to the Trust Deed or shall be released or reconveyed thereunder. For avoidance of doubt, any default which is not susceptible to cure by Leasehold Mortgagee shall be deemed waived at such time as Leasehold Mortgagee or its nominee or any other Person succeeds to the interest of Tenant under this Lease through foreclosure of the Trust Deed or acceptance of a deed in lieu thereof.

14.6.5 In the event that any Leasehold Mortgagee fails or refuses to comply with the conditions of this <u>Section 14.6</u> in any material respect, then and thereupon, Landlord shall be released from the covenant of forbearance herein contained with respect to such Leasehold Mortgagee.

14.7 New Lease for Leasehold Mortgagee. If this Lease shall terminate prior to the expiration of the Term for any reason, including, without limitation, as a result of rejection of this Lease by a bankruptcy trustee, then, for a period of sixty (60) days measured from the date of notice to such Leasehold Mortgagee of the termination of this Lease, such Leasehold Mortgagee shall have the right to elect to receive from Landlord a new lease of the Premises, but the term of the new lease shall not extend beyond the Term. During such sixty (60) day period, in no event will the fee and leasehold interests in the Premises held by Landlord merge. The Leasehold Mortgagee's right to elect to receive said new lease shall be upon the following terms and conditions:

14.7.1 The new lease shall have, as the fixed date for the date of expiration thereof, the same date as the fixed date for the expiration of the Term and shall otherwise be on the terms and conditions set forth in this Lease. Such new lease shall be subject to all existing rights of Residential Tenants, and all of the terms, covenants, conditions, restrictions and provisions of this Lease.

14.7.2 At the time of the execution of the new lease, Landlord shall be paid all sums, if any, owing to Landlord under this Lease at the time of termination of this Lease, as well as all sums, if any, which would have become payable by Tenant to Landlord to the date of execution of the new lease, had this Lease not terminated, and which remain unpaid at the time of the execution of the new lease; provided, however, that such Leasehold Mortgagee shall have a credit for (i) all such sums paid to Landlord on account of the Premises after such termination and before the effectiveness of the new lease, and (ii) rents collected by Landlord under the Building Tenant Leases.

14.7.3 The Leasehold Mortgagee shall have cured all defaults arising under this Lease and reasonably susceptible of cure by the Leasehold Mortgagee.

14.7.4 The new lease may, at the option of Leasehold Mortgagee, be executed by a nominee of such Leasehold Mortgagee.

14.7.5 During the sixty (60) day period during which Leasehold Mortgagee is entitled to require Landlord to enter into a new lease with Leasehold Mortgagee, or its nominee, Landlord will not (a) amend, modify or terminate any Building Tenant Leases, unless commercially reasonable to do so in the ordinary course of operating the Premises and the Improvements, (b) make any alterations to the Improvements, unless commercially reasonable to do so in the ordinary course of operating the Premises and the Improvements, or (c) dispose of or encumber any real or personal property that is required to be transferred to Leasehold Mortgagee or its nominee in connection with the execution of a new lease.

14.7.6 Concurrently with the execution by Landlord and Leasehold Mortgagee or its nominee of a new lease, Landlord shall transfer to Leasehold Mortgagee or its nominee any interest that Landlord has in (a) any personal property used in connection with the Premises and (b) all Building Tenant Leases.

**14.8** Liability for Acts and Omissions of Tenant. In the event that Leasehold Mortgagee, an Affiliate of Leasehold Mortgagee or any other Person succeeds to the interest of Tenant hereunder through foreclosure of the Trust Deed or acceptance of a deed in lieu thereof, then such successor shall not be liable for the acts or omissions of any prior tenant, including Tenant.

### ARTICLE 15 DEFAULT

15.1 Waiver. A waiver by Landlord or Tenant of any term, condition, or covenant of this Lease shall not constitute a subsequent waiver of the same or any other term, condition or covenant of this Lease, nor of the strict and prompt performance thereof by Tenant or Landlord, as applicable. Landlord's delay, failure or omission to reenter the Premises, or to exercise any right, power, privilege, option or remedy arising from any default, shall not impair such right, power, privilege, option or remedy which Landlord has, nor be construed as Landlord's waiver or relinquishment of any such right, power, privilege or option, or its acquiescence to a default. Tenant's delay, failure or omission to exercise any right, power, privilege, option or remedy arising from any default, shall not impair such right, power, privilege, option or remedy arising from any default, shall not impair, power, privilege, option or remedy arising from any default, power, privilege, option or remedy arising from any default, shall not impair such right, power, privilege, option or remedy which Tenant has, nor be construed as Tenant's waiver or relinquishment of any such right, power, such right, power, privilege, option or remedy which Tenant has, nor be construed as Tenant's waiver or relinquishment of any such right, power, many default.

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privilege or option, or its acquiescence to a default. Neither Landlord nor Tenant shall be required to give notice in order to restore or revive either (a) time as of the essence hereof, nor (b) any other covenant or condition, after Landlord or Tenant, as applicable, has waived a default in one or more instances. No right, power, privilege, option, or remedy of Landlord or Tenant shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. Each and all of the rights, powers, privileges, options or remedies given Landlord and Tenant, respectively, by this Lease are cumulative as to each of Landlord and Tenant and no one of such rights, powers, privileges, options or remedies is exclusive of the other or exclusive of any remedies provided by law, and the exercise of one right, power, privilege, option or remedy by Landlord or Tenant shall not impair Landlord or Tenant's right to any other.

**15.2** Default by Tenant. The occurrence of any of the following shall, at Landlord's election, constitute an Event of Default under this Lease:

**15.2.1** All or any portion of the Premises or the Improvements is deemed to have been abandoned pursuant to California Civil Code Section 1951.3 following delivery of notice by Landlord to Tenant pursuant to California Civil Code Section 1951.3.

**15.2.2** Tenant's failure to pay to Landlord any amount due and payable hereunder after ten (10) days of the original due date, which failure continues for a period of ten (10) days after written notice thereof by Landlord to Tenant.

**15.2.3** A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, when such failure continues for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such 30-day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same while continuing to pay rent and complying with all other obligations under this Lease.

15.2.4 Tenant is deemed to be in Chronic Default hereunder. For purposes of this Lease, Tenant shall be deemed to be in "Chronic Default" if Tenant shall fail to pay any Rent or shall fail to perform or observe any other provision of this Lease, on three (3) or more occasions during any thirty-six (36) month period, even though such defaults may have been timely cured. Tenant shall not be in Chronic Default unless Landlord has notified Tenant in writing that Landlord intends to deem all future defaults (whether or not cured) as applicable to the determination of Chronic Default status. If Tenant is in Chronic Default, Landlord may immediately exercise any or all remedies available under this Lease or otherwise at law or in equity, all without giving Tenant any notice or an opportunity to cure the last default causing Tenant's Chronic Default, notwithstanding any notice and cure provision to the contrary.

15.2.5 The making by Tenant of any general assignment for the benefit of creditors, or the filing of a petition to have Tenant adjudicated a bankrupt, or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days; or the appointment of a trustee or receiver to take possession of substantially all of Tenant's interest in this Lease, when possession is not restored to Tenant within ninety (90) days; or the attachment,

execution or other judicial seizure of substantially all of Tenant's assets located on the Premises or of Tenant's interest in this Lease, when such seizure is not discharged within ninety (90) days.

15.2.6 The occurrence of those events set forth as an "Event of Default" in Sections 12.1 and 13.3.

**15.3 Remedies by Landlord**. Subject to the provisions of this Lease regarding rights of a Leasehold Mortgagee, if any default by Tenant shall continue uncured, following notice of default where required by this Lease, for the period applicable to the default under the applicable provision of this Lease, Landlord may resort, cumulatively or in the alternative to the following remedies as well as to any one or more other remedies provided by law or equity.

# **15.4** Non-monetary Remedies.

15.4.1 Termination. Landlord may, at Landlord's election, terminate this Lease by giving Tenant notice of termination. On the giving of the notice, all of Tenant's rights in the Premises, and every part thereof, shall terminate. Landlord shall not be deemed to have terminated this Lease unless Landlord shall have so declared in writing to Tenant, nor shall Landlord be deemed to have accepted or consented to an abandonment by Tenant by performing acts intended to maintain or preserve the Premises or the Improvements, making efforts to relet the Premises or appointing a receiver to protect Landlord's interest under this Lease. Immediately after notice of termination, Tenant shall surrender and vacate the Premises and all Improvements in a broom-clean condition considering ordinary wear and tear, and Landlord may reenter and take possession of the Premises and all Improvements and eject all parties in possession or eject some and not others or eject none. In the event of any termination of this Lease, Tenant's right, title and interest in development documents related to the Improvements shall automatically and without additional compensation to Tenant become the property and vest in Landlord. Upon any termination of this Lease pursuant to this Section 15.4.1, Tenant shall execute such documents as Landlord may request to memorialize the termination and to release Landlord and the Premises from the terms and conditions of this Lease.

15.4.2 Reentry Without Termination. Landlord may at Landlord's election reenter the Premises, and, without terminating this Lease, at any time and from time to time relet the Premises and Improvements, or any part or parts of them, for the account of Tenant or otherwise. Landlord may, at Landlord's election, eject all persons or eject some and not others or eject none. Any releting may be for the remainder of the Term or for a longer or shorter period. Landlord may execute any leases made under this provision in Landlord's name and shall be entitled to all rents from the use, operation, or occupancy of the Premises or the Improvements or both. No act by or on behalf of Landlord under this provision shall constitute a termination of this Lease unless Landlord gives Tenant written notice of termination.

**15.4.3 Tenant's Personal Property**. Landlord may, at Landlord's election, use Tenant's personal property and fixtures or any of such property and fixtures without compensation and without liability for use or damage, or Landlord may store them for the account and at the cost of Tenant. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item or for the same item at a later time.

#### **15.5** Monetary Remedies for Tenant's Default.

**15.5.1 Termination**. Termination under <u>Section 15.4.1</u> shall not relieve Tenant from the payment of any sum then due to Landlord.

**15.5.2 Re-entry Without Termination**. Landlord's re-entry without termination under <u>Section 15.4.2</u> shall not relieve Tenant from payment to Landlord on the due dates specified in this Lease the equivalent of all sums required of Tenant under this Lease, plus Landlord's reasonable expenses, less the proceeds of any reletting or assignment.

15.5.3 Recovery of Damages. In addition to any other remedies Landlord may have, it may recover from Tenant as damages, the following: (a) the worth at the time of award of any unpaid rental which had been earned at the time of the termination, plus (b) the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of rental loss Tenant proves could have been reasonably avoided, plus (c) the worth at the time of award of the amount by which the unpaid rental for the balance of the Term after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided, plus (d) any other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom including, but not limited to, any costs or expenses incurred by Landlord in (i) retaking possession of the Premises, including reasonable attorneys' fees therefor, (ii) maintaining or preserving the Premises after any default, (iii) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises, (iv) leasing commissions, or (v) any other costs necessary or appropriate to relet the Premises, plus (e) at Landlord's election, any other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of California.

As used in subparagraphs (a) and (b) above, the "worth at the time of award" is computed by allowing interest at the maximum lawful rate. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco plus one percent (1%).

15.5.4 Continuation of Lease. Tenant acknowledges that Landlord has the remedy described in California Civil Code Section 1951.4 ("lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations"). In the event Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all of its rights and remedies under this Lease, including the right to recover the Rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to re-let the Premises or the appointment of a receiver upon the initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession

**15.6** Strict Performance. Each Party hereto may require strict performance of all covenants and obligations herein as the same shall accrue or become due, including, but not limited to, the

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right to recover rent and charges equivalent to rent without terminating this Lease and have the right of action therefore without awaiting the end of the Term.

**15.7** Landlord May Obtain Possession. Nothing contained herein shall affect, change or waive any rights of Landlord to obtain equitable relief when such relief is otherwise appropriate, or to obtain the relief provided by California Code of Civil Procedure Section 1159, *et seq.* (or any successor statute) relating to actions for unlawful detainer, forcible entry and forcible detainer. If Landlord obtains possession of the Premises under a judgment pursuant to Section 1174 of the California Code of Civil Procedure (or any successor statute), or if a court of competent jurisdiction declares this Lease to be terminated because of a breach of this Lease, then Landlord may repossess and enjoy the Premises, together with all additions alterations and improvements thereto, including the Improvements thereon. Any lawful reentry as provided for herein shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages or guilty of trespass because of any such lawful reentry.

**15.8** No Waiver. Landlord's election to perform any obligation of Tenant on Tenant's failure or refusal to do so shall not constitute a waiver of any right or remedy for Tenant's default, and Tenant shall promptly reimburse, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties), indemnify and hold harmless the Landlord Indemnified Parties against any and all Claims arising therefrom.

**15.9 Remedies of Tenant**. Tenant shall have, subject to Landlord's right to a Judicial Reference Proceeding under <u>Article 17</u>, such remedies as are provided by law with respect to a breach or alleged default by Landlord.

**15.10** Failure of Tenant to Perform Required Acts. Subject to Tenant's right to contest as provided elsewhere in this Lease, if Tenant fails, refuses, or neglects during the Term to do any of the things required to be done by Tenant, Landlord shall have the right, but not the obligation, to do the same, but at the cost of and for the account of Tenant. Unless Landlord reasonably believes that its interests may be adversely affected by such delay, Landlord shall in no case take such action sooner than thirty (30) days after giving Tenant written notice of such failure, refusal or neglect. Tenant shall pay to Landlord on demand any sum expended by Landlord under this <u>Section 15.10</u> together with interest thereon at the rate provided in <u>Section 4.6</u>. Nothing contained in this <u>Section 15.10</u> shall impair the rights or Landlord with regard to defaults or remedies under the remaining portion of this <u>Article 15</u>.

### ARTICLE 16 SURRENDER

16.1 Surrender of Premises. No act or thing done by Landlord or any of Landlord's agents during the Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any of Landlord's agents shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by

Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate either as an assignment to Landlord of all Building Tenant Leases, or as a termination of any or all such Building Tenant Leases.

**16.2 Obligations of Tenant**. Tenant covenants and agrees to perform the following in connection with its surrender of the Premises upon the expiration or earlier termination of this Lease:

16.2.1 Delivery or Demolition of Improvements. Tenant shall peaceably deliver up to Landlord possession of the Premises and shall deliver the Improvements to Landlord at no cost or expense to Landlord and in compliance with all applicable Laws and in good order and condition, reasonable wear and tear excepted; provided, however, that based on Landlord's review of the documentation to be provided by Tenant pursuant to Section 16.2.3 below, Landlord may elect to have Tenant, at Tenant's sole cost and expense, raze and remove some or all of the Improvements from the Premises by delivering written notice of such election to Tenant on or before the date that is thirty (30) days following the date Landlord receives all documentation and evidence required to be delivered to Landlord pursuant to the terms of Section 16.2.3 below. In the event that Tenant shall fail to perform such removal or restoration in accordance with the requirements of this Section, then (i) Tenant shall be deemed to be holding over in the Premises until such time as such removal and/or restoration is complete, and the terms and conditions of Section 2.5 above shall apply to such holdover period, and (ii) Landlord may, after ten (10) days' prior written notice, complete such removal and/or restoration. In the event that Landlord elects to complete such removal and/or restoration, then within ten (10) days after receipt of written demand therefor, Tenant shall reimburse Landlord for one hundred ten percent (110%) of Landlord's actual costs and expenses incurred by Landlord.

16.2.2 Title Report. The Premises shall be delivered to Landlord free and clear of all claims, liens, charges, and encumbrances made or suffered by Tenant, except such liens, charges and encumbrances Landlord shall have approved in writing prior to surrender. Tenant shall, at least sixty (60) but not more than ninety (90) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination) provide Landlord with a preliminary title report, dated not more than thirty (30) days prior to date of submission and prepared by a title company acceptable to Landlord, evidencing that the Premises is free and clear of all claims, liens, charges, and encumbrances made or suffered by Tenant, except such liens, charges and encumbrances Landlord shall have approved in writing prior to surrender.

16.2.3 Surrender Documentation. In connection with its surrender of the Premises, Tenant shall:

(a) submit to Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), an environmental assessment of the Premises (the "Environmental Assessment") by a competent and experienced environmental engineer or engineering firm reasonably satisfactory to Landlord (pursuant to a contract approved by Landlord and providing that Landlord can rely on such

Environmental Assessment), which: (i) evidences that the Premises are in a clean and safe condition and free and clear of any Hazardous Substances; and (ii) includes a review of the Premises by an environmental consultant for mold, fungus, spores, and other moisture conditions and on-site chemical use. If such Environmental Assessment reveals that remediation is required under any Hazardous Substance Laws, Tenant shall submit a remediation plan prepared by a recognized environmental consultant and shall be responsible for all costs of remediation, as more particularly provided in Section 5.5.2 above;

(b) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), with a current rent roll containing the contact information for all Residential Tenants and other occupants;

(c) furnish a reasonably detailed certificate to Landlord, certified by an officer or other authorized representative of Tenant acceptable to Landlord, which certificate shall (i) describe any pending or threatened litigation, special assessments, tax liens, permit violations, current uncured violations of any Laws, and current uncured safety and health hazards (excluding matters covered by the Environmental Assessment); and (ii) represent that to Tenant's best knowledge the certificate does not omit any matter within the foregoing categories;

(d) furnish evidence to Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), that all utilities, assessments and charges of whatever nature payable by Tenant under this Lease have been paid through the date of submission and will be paid by Tenant through the date of surrender;

(e) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), with copies of all maintenance and service contracts and all warranties affecting the Premises, together with evidence that the same have been terminated as of the expiration or earlier termination of the Term, unless otherwise agreed by Landlord in writing; and

(f) provide Landlord, at Lease Expiration Date (or in the event of an early termination of this Lease, as soon as reasonably possible following such termination) with all keys, security codes, safe combinations and similar devices in Tenant's possession.

**16.2.4 Additional Requirements.** In addition to the foregoing, if Landlord elects not to require the razing and removal of the Improvements from the Premises, then Tenant shall:

(a) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an early termination of this Lease, as soon as reasonably possible following such termination), with any

"as built" drawings of all Improvements (if not previously delivered pursuant to <u>Section 3.2.10</u>), and existing engineering and survey reports in Tenant's possession;

(b) permit Landlord to inspect the Premises and Improvements;

(c) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an early termination of this Lease, as soon as reasonably possible following such termination), with the most recent year's operating statement available for the Premises; and

(d) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an early termination of this Lease, as soon as reasonably possible following such termination), with copies of all warranties, guaranties, operating manuals and similar documentation relating to any of the Improvements in Tenant's possession.

Failure to Comply. To the extent that, upon the Lease Expiration Date or earlier 16.3 termination of this Lease, Tenant shall have failed to fully comply with the terms of this Article 16 or any other surrender requirements elsewhere set forth in this Lease (collectively, the "Surrender Requirements"), Tenant shall be deemed to have remained in possession of the Premises under this Article 16 until the Surrender Requirements are satisfied, or, at Landlord's option, Landlord may take such actions as may be required to satisfy the Surrender Requirements, in which event Tenant shall be remain responsible for Holdover Base Rent during either Tenant's or Landlord's completion of all Surrender Requirements. In the event the Surrender Requirements are performed by Landlord, Tenant shall reimburse Landlord within ten (10) days after receipt of written demand therefor for one hundred ten percent (110%) of all costs and expenses incurred by Landlord in connection with the performance of such Surrender Requirements. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies available to Landlord under this Lease or under applicable Laws. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other obligations to Landlord accruing therefrom, Tenant shall protect, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties), indemnify, and hold the Landlord Indemnified Parties harmless from any and all Liabilities resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

16.4 Documentation of any Surrender and Termination. Upon the Lease Expiration Date or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord, within ten (10) days after written demand from Landlord to Tenant, any quitclaim deed, termination agreement, cancellation and surrender agreement, affidavit, or other document required by any reputable title company to remove any cloud or encumbrance on the Premises and/or the Premises created by this Lease and/or resulting from the recordation of the Memorandum. Tenant irrevocably appoints Landlord as attorney-in-fact of Tenant, with full powers, at Tenant's cost and expense, to perform the obligations of Tenant under this Section 16.4 upon the expiration of the ten (10) day period referenced above. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

16.5 Assignment of Lease. Notwithstanding and in addition to the foregoing provisions of this <u>Article 16</u>, upon written request from Landlord, Tenant shall assign this Lease to a third party designated by Landlord, and shall in connection with such assignment execute any amendment and/or restatement of this Lease that Landlord reasonably requests; provided that in connection with any such assignment Tenant shall be released from all future liability under this Lease as of the date of the assignment.

**16.6** Surrender of Fixtures. Tenant's obligations under this <u>Article 16</u> shall include the obligation to deliver lien-free possession and title to all fixtures attached to the Improvements, as provided in <u>Section 2.6.2</u> above.

### ARTICLE 17 JUDICIAL REFERENCE; CHOICE OF FORUM

**17.1** Judicial Reference. Except as set forth in <u>Section 17.2</u> below and except to the extent another dispute resolution procedure is set forth in this Lease (for example, valuation determinations to be made by appraisers), Landlord and Tenant agree that any disputes between them arising out of or related to this Lease (including but not limited to a determination of any and all of the issues in such dispute, whether of fact or of law) shall be resolved (and a decision shall be rendered) pursuant to a judicial reference proceeding ("Judicial Reference Proceeding") on the terms set forth on Exhibit C attached hereto.

**17.2** Legal Proceedings; Choice of Forum. The provisions of Section 17.1 shall in no way limit the following before, after, or during the pendency of any Judicial Reference Proceeding: (a) the right of Landlord to obtain a judgment for unlawful detainer, ejectment or the like from a court of competent jurisdiction; or (b) the right of any Party to exercise self-help remedies; or (c) the right of any Party to obtain equitable, provisional or ancillary remedies (such as, but not limited to, temporary restraining orders or preliminary or permanent injunctions) from a court of competent jurisdiction. The exercise of any such remedy shall not waive the right of any party to resort to a Judicial Reference Proceeding. The Parties each acknowledge and agree that to the extent any legal proceeding other than a Judicial Reference Proceeding is permitted by this Section 17.2, the Superior Court of the State of California in and for the County, shall have exclusive jurisdiction over such legal proceeding.

# ARTICLE 18 MUTUAL INDEMNITIES

**18.1 Tenant's Indemnity.** Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties) and hold harmless the Landlord Indemnified Parties and the Premises from and against any and all Claims to the extent arising out of (a) the preparation and processing of the Improvement Plans with the City, or any other Governmental Authority, including without limitation any challenge to the Improvement Plans pursuant to CEQA or other applicable Laws; (b) any violation of Laws or the Construction Requirements applicable to the design or construction of the Improvements by Tenant, any Design Professional or any Contractor, or any of their respective members, partners, officers, directors, agents, employees or invitees; (c) any violation of Laws applicable to the use and occupancy of the Premises, whether by Tenant, any Building Tenant, or any of their respective members, partners, pa

officers, directors, agents, employees, invitees or licensees; (d) any breach or default by Tenant of any covenant or other obligation to be performed by Tenant pursuant to this Lease; (e) any accident, injury or damage whatsoever occurring on the Premises; or (f) any negligence or willful misconduct on or about the Premises by Tenant, any tenant, or any of their respective members, partners, officers, directors, agents, employees, invitees or licensees its officers, agents, employees and invitees.

**18.2** Landlord's Indemnity. Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant) and hold harmless Tenant from and against any and all Claims to the extent arising out (a) any breach or default by Landlord of any covenant or other obligation to be performed by Landlord pursuant to this Lease; or (b) the gross negligence or willful misconduct on or about the Premises by Landlord or any of the Landlord Indemnified Parties.

# ARTICLE 19 MISCELLANEOUS

**19.1** Notices. All notices or other communications between Landlord or Tenant required or permitted hereunder shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, sent by reputable overnight courier (such as Federal Express, UPS or DHL), or transmitted by electronic mail to the following addresses:

If to Landlord:

South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, California 92692 Attention: Dr. Debra Fitzsimons, Vice Chancellor of Business Services Email: <u>dfitzsimons@socccd.edu</u>

with a copy to: Jackson Tidus 2030 Main Street, Suite 1200 Irvine, California 92614 Attention: Andrew P. Bernstein, Esq. Email: <u>abernstein@jacksontidus.law</u>

If to Tenant:FPA4 Promenade, LLC<br/>Attn: Michael B. Earl<br/>2082 Michelson Dr., 4th Fl.<br/>Irvine CA 92612<br/>Email: mearl@trinity-pm.comwith a copy to:Nancy Dubonnet, Esq.<br/>2082 Michelson Dr., Suite 450<br/>Irvine CA 92612

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. local time or otherwise on the day following personal delivery; or when received, if transmitted by electronic mail (e-mail) prior to 5:00 p.m. local time or otherwise on the next business day, provided receipt of such transmission shall be confirmed by follow-up notice within forty-eight (48) hours by another method authorized herein; or two (2) business days following the date the notice is postmarked, if mailed; or on the day following delivery to the applicable overnight courier, if sent by overnight courier. Any notice sent to Tenant hereunder shall be simultaneously sent to each Leasehold Mortgagee, provided that Landlord has been given such notice as is required by <u>Section 14.4</u>, at the address or addresses previously provided by Tenant. Any refusal to accept a notice transmitted as provided in this <u>Section 19.1</u> shall be deemed delivery thereof. Any notice that contains a request for Landlord's consent shall clearly state that consent is being requested in such notice and, if applicable, that failure to respond within the applicable time period (which time period shall be stated in such notice) may be deemed consent.

Email: nancy@dubonnetlaw.com

**19.2** Brokerage Commissions. Landlord and Tenant each represent and warrant to each other than they have not had any dealings with any real estate broker, finder or intermediary with respect to this Lease. Each Party shall indemnify, defend (with counsel reasonably acceptable to the other Party) and hold harmless the other Party from and against any and all Claims arising for any brokerage commission, finder's fee or other compensation alleged to be owing on account of the indemnifying Party's dealings with any real estate broker, finder or intermediary other than the brokers or agents identified in this <u>Section 19.2</u>. The terms of this <u>Section 19.2</u> shall survive the expiration or earlier termination of this Lease.

# 19.3 Estoppel Certificates.

**19.3.1** Tenant or Landlord, as the case may be, shall execute, acknowledge and deliver to the other, within ten (10) Business Days after request, its certificate certifying (a) that this Lease is unmodified and in full force and effect, (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the modifications), (b) the dates, if any, to which the rent has been paid, (c) that there are no existing offsets or defenses against the enforcement of any term hereof on the part of Tenant to be performed or complied with (or, if so, specifying the same), (d) if any notice has been given to either Party of any default which has not been cured and/or (e) any other matters that Landlord or Tenant, as applicable, reasonably

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copy

requests. Any such certificate may be relied upon by any prospective purchaser, mortgagee or beneficiary under a Trust Deed.

**19.3.2** . Landlord hereby (a) acknowledges receipt of the Trust Deed and Note evidencing a loan from Bank of America, N.A., to the Tenant named herein in compliance with the terms of Section 14.2.12, (b) consents to and approves the loan evidenced thereby, notwithstanding the fact that the loan was not provided for the purpose of financing the construction of the Updated Improvements or to refinance the Improvements, (c) agrees and acknowledges that Bank of America, N.A., and its successors and assigns, constitutes a "Leasehold Mortgagee" for all purposes under the Lease and (d) agrees that if Leasehold Mortgagee succeeds to the interest of Tenant under this Lease, then each of the dates and time periods referenced in Section 3.3 shall be extended for such period of times as is reasonable under the circumstances in order to permit Leasehold Mortgagee, or its nominee, to satisfy the obligations of Tenant under Section 3.3.

**19.3.3** In satisfaction of Tenant's obligations under Section 14.4 of this Lease, Tenant hereby notifies Landlord of the existence of Bank of America, N.A., as a Leasehold Mortgagee. Such Leasehold Mortgagee's address is Bank of America, N.A., 555 California Street, Floor 6, San Francisco, California 94104 Attn: Hans Starks.

**19.4 Statement Regarding Inspection by Certified Access Specialist.** Pursuant to California Civil Code Section 1938, Landlord hereby advises Tenant that, as of the date of this Lease, the Premises have not been inspected by a Certified Access Specialist, as that term is defined in California Civil Code Section 55.52(a)(3).

**19.5** Non-merger of Fee and Leasehold Estates. If under any circumstances both Landlord's and Tenant's estates in the Premises, or any portions thereof, become vested in the same owner, this Lease nevertheless shall not be extinguished by application of the doctrine of merger except at the express election of the owner and with the express written consent of the beneficiary or beneficiaries under all Trust Deeds affecting the Premises and Tenant's leasehold estate.

**19.6** Time of the Essence. Time limits in this Lease are to be strictly observed. Time is of the essence in the performance of each this Lease and every obligation and covenant of the Parties hereto.

**19.7** Joint and Several Obligations. If either Landlord or Tenant consists of more than one Person, the obligations of the Persons constituting such Party shall be joint and several.

**19.8** Captions; Incorporation of Exhibits. The captions and Section headings used herein are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions hereof. All exhibits and schedules attached to this Lease are hereby incorporated into this Lease by this reference as if set forth in full herein.

**19.9** Construction. For purposes of this Lease, words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa and the term "agent" shall refer to a person's employees, contractors, and representatives.

**19.10** Governing Law. This Lease shall be interpreted in accordance with and governed by the laws of the State of California. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against Landlord or Tenant.

**19.11** Entire Agreement. This Lease contains all covenants, terms, provisions and agreements between Landlord and Tenant relating in any manner to the construction, rental, use and occupancy of the Premises and other matters set forth in this Lease. No prior agreement or understanding with respect to the same shall be valid or of any force or effect, and no covenant, term, provision or agreement of this Lease can be altered, changed, modified or added to, except in writing, signed by Landlord and Tenant. No representation, inducement, understanding, or anything of any nature whatsoever made, stated, or represented on behalf of either Party hereto, either orally or in writing, has induced the other Party to enter into this Lease except as set forth in this Lease.

**19.12** Right to Request Injunction. In the event of any violation or threatened violation by either Party of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, each party shall have the right to petition for injunctive relief against such violation or threatened violation in a court of competent jurisdiction.

**19.13** Severability. If any clause, sentence or other portions of this Lease shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

**19.14 BOT Action**. Tenant acknowledges that many of the approvals or consents to be given by Landlord hereunder are subject to approval by the BOT through formal action of the BOT at a regularly or specially called meeting. Landlord shall reasonably cooperate with Tenant to obtain any such required approval or consent; provided, however, that Landlord makes no representation as to whether any such approval or consent may be granted or that any consent or approval granted by Landlord's staff shall indicate that the attendant approval or consent from the BOT is forthcoming. Landlord shall not be in breach of any obligation under this Lease requiring the consent, approval or other action of the BOT if such consent, approval or other action has not been given or completed within the applicable period set forth herein, provided that Landlord is then taking all reasonable steps to obtain the required response from the BOT.

**19.15** Cooperation in Execution, Delivery and Recordation of Documents. Landlord and Tenant agree to cooperate in the execution, delivery and recordation of such documents and agreements requested by either Party as are reasonably necessary in order to carry out the purposes of this Lease and to execute and deliver all documents and instruments reasonably necessary to terminate all interests granted herein upon their termination or expiration as provided herein.

**19.16 Representations and Warranties of Tenant**. As a material inducement to Landlord to enter into this Lease, Tenant represents and warrants the following:

**19.16.1 Power and Authority.** That it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business and is in good standing in the State of California; that it has all

necessary power and authority to enter into this Lease and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Tenant of Tenant's obligations hereunder will not violate or constitute an event of default under the terms and provisions of any agreement, law or court order to which Tenant is a party or by which Tenant is bound the remedy for which default would have a material adverse effect on Tenant's ability to perform its obligations hereunder.

**19.16.2 Authorization; Valid Obligations.** That all actions required to be taken by or on behalf of Tenant to authorize it to execute, deliver and perform its obligations under this Lease have been taken, and that this Lease is a valid and binding obligation of Tenant enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

**19.16.3 Executing Parties.** That the persons executing this Lease on behalf of Tenant have full power and authority to bind Tenant to the terms hereof.

**19.16.4 OFAC Representation.** That neither Tenant nor any of its Affiliates is a Prohibited Person, and Tenant and all of its Affiliates are in full compliance with all applicable orders, rules, regulations and recommendations of The Office of Foreign Assets Control of the U.S. Department of the Treasury. Tenant hereby indemnifies, defends (with counsel reasonably acceptable to Landlord) and holds harmless Landlord from and against any Claims that may arise from any violation or alleged violation of the foregoing representation and warranty shall continue in effect for the entire Term of this Lease. In the event of a breach of such representation or warranty, Landlord may immediately terminate this Lease.

**19.17 Representations and Warranties of Landlord**. As a material inducement to Tenant to enter into this Lease, Landlord represents and warrants the following:

**19.17.1 Power and Authority**. That it is a public agency duly formed under the laws of the State of California; that it has all necessary power and authority to enter into this Lease and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Landlord of Landlord's obligations hereunder will not violate or constitute an event of default under the terms and provisions of any agreement, law or court order to which Landlord is a party or by which Landlord is bound the remedy for which default would have a material adverse effect on Landlord's ability to perform its obligations hereunder.

**19.17.2** Authorization; Valid Obligations. That all actions required to be taken by or on behalf of Landlord to authorize it to execute, deliver and perform its obligations under this Lease have been taken, and that this Lease is a valid and binding obligation of Landlord enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

**19.17.3 Executing Parties.** That the persons executing this Lease on behalf of Landlord have full power and authority to bind Landlord to the terms hereof.

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**19.18 Relationship of Parties**. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or of partnership or of joint venture, or of any association between Landlord and Tenant, and none of the provisions contained in this Lease or any acts of the Parties shall be deemed to create any relationship other than lessor and lessee between Landlord and Tenant, nor shall this Lease be construed, except as expressly provided, to authorize either to act as agent for the other.

**19.19** Attorney's Fees and Costs. If any party to this Lease commences a Judicial Reference Proceeding or other action or proceeding against any other Party to this Lease to interpret or enforce any of the terms of this Lease (an "Action") or because of the breach of the other Party to any of the terms hereof, the losing party shall pay to the prevailing Party reasonable attorneys' fees, expert witness fees, costs and expenses, and court costs and other costs incurred in connection with the prosecution or defense of such action or proceeding, whether or not the Action is prosecuted to a final judgment. For the purposes of this Lease, the terms "attorneys' fees" and "attorneys' fees and costs" shall mean the fees and expenses, air freight charges, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include, without limitation, all such fees and costs incurred with respect to the matter for which such fees and expenses were incurred.

**19.20** Post-Judgment Attorneys' Fees. The prevailing party in any Action shall be entitled, in addition to and separately from the amounts recoverable under <u>Section 19.19</u> above, to the payment by the losing Party of the prevailing Party's reasonable attorneys' fees, expert witness fees, court costs and litigation expenses incurred in connection with (a) any appellate review of the judgment rendered in such Action or of any other ruling in such Action, and (b) any proceeding to enforce a judgment in such Action. It is the intent of the Parties that the provisions of this <u>Section 19.20</u> be distinct and severable from the other rights of the Parties under this Lease, shall survive the entry of judgment in any Action and shall not be merged into such judgment.

**19.21** Survival of Covenants and Indemnities. All covenants which, by their terms, are not to be performed before the expiration of the Term or earlier termination of this Lease shall survive the expiration or earlier termination hereof. All indemnification obligations of Landlord and Tenant in this Lease shall survive the expiration of the Term or earlier termination of this Lease.

**19.22 Binding Effect**. The provisions of this Lease shall bind or benefit the heirs, executors, administrators, successors and assigns of the original parties to this Lease.

**19.23** Amendments in Writing. No provision of this Lease may be amended except by an agreement in writing signed by both Landlord and Tenant.

**19.24 References to Days.** All references in this Lease to "days" shall be deemed to refer to calendar days, unless otherwise specifically stated herein.

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**19.25** Execution in Counterparts. This Lease may be executed in counterparts, each of which, shall constitute an original of such Lease, but all of which shall constitute one and the same instrument.

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[Signature page follows.]

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

### LANDLORD:

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT,

a public agency

By: Name: Debra Fitzsimons

Title: Vice Chancellor of Business Services

**TENANT:** 

FPA4 PROMENADE, LLC, a Delaware limited liability company By:

Name: Michael B. Earl Title: Vice President

# CONSENT TO AMENDED AND RESTATED GROUND LEASE

Bank of America, N.A., as the current Leasehold Mortgagee, has reviewed and approved, and hereby consents to this Amended and Restated Ground Lease between Lessee and Lessor as of the day and year first above written.

BANK OF AMERICA, N.A. By: Name: Hans E. Stark Title: Senior Vice President

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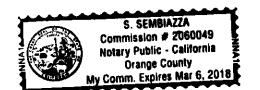
### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

### CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	)
County of	_ )
On <u>MAY 24, 20/6</u> before me,	SEMBAZZA HOTARY PUBLIC
Date	Here Insert Name and Title of the Officer
personally appeared	<u>PA_L_FITZSIMONS</u> Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Signature of Notary Pul

Place Notary Seal Above

**OPTIONAL** '

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Title or Type of Document: <u>MEMORAN DVM</u> Number of Pages: Signer(s) Other Than <i>PLUS</i> EXHIGITA - 2RAGES = SHOTA / Capacity(ies) Claimed by Signer(s) Signer's Name: DEBRA / FITS/MC	Named Above:	ent Date: 5/25/201(0 NONE
Signer's Name: DEBRA L. FITZYMCA	Signer's Name:	NIA
□ Corporate Officer - Title(s):		er — Title(s):
□ Partner – □ Limited □ General	🗆 Partner — 🗔 Li	mited 🛛 General
🗆 Individual 🛛 🖾 Attorney in Fact	🗇 Individual	
□ Trustee □ Guardian or Conservator Cother:VICECHANCEUOR BUSINESS SE	🗆 Trustee	Guardian or Conservator
StOther: VICECHANCELLOK, BUSINESS DE	Ky Other?	
Signer Is Representing:	Signer Is Represe	enting:
	<u> </u>	

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### EXHIBIT A

### Legal Description of Premises

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF MISSION VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 85-430AS PER MAP FILED IN BOOK 220, PAGES 10 THROUGH 13 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF ORANGE COUNTY, STATE OF CALIFORNIA, AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JANUARY 25, 1989 AS INSTRUMENT NO. 89-044012 AND APRIL 12, 1991 AS INSTRUMENT NO. 91-171470, BOTH OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN CURVE SHOWN AS CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1553.00 FEET AND A CENTRAL ANGLE OF 12°22'22" IN THE NORTHEAST BOUNDARY OF SAID PARCEL 1; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°22'22", AN ARC DISTANCE OF 335.36 FEET; THENCE S19°15'57"E, 31.82 FEET: THENCE S65°34'33"E, 95.28 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 262.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°14'32", AN ARC DISTANCE OF 133.72 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 358.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS N04°49'05"W; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°33'30", AN ARC DISTANCE OF 178.44 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 19.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS \$23°44'25"W; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 80°14'34", AN ARC DISTANCE OF 26.61 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 132.00 FEET, A RADIAL LINE THROUGH SAID CURVE BEARS N56°30'09"W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°56'39", AN ARC DISTANCE OF 62.07 TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 244.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS S29°33'30"E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°06'00", AN ARC DISTANCE OF 64.30 FEET; THENCE TANGENT TO SAID CURVE N45°20'30"E, 1268.34 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 388.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°33'05", AN ARC DISTANCE OF 342.33 FEET; THENCE TANGENT TO SAID CURVE S84°06'25"E, 74.05 FEET; THENCE N00°00'28"W, 210.69 FEET; THENCE N82°08'37"W, 38.90 FEET; THENCE N10°19'50"W, 39.00 FEET; THENCE N00°50'42"W, 35.02 FEET; THENCE N13°25'22"W, 120.54 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1553.00 FEET, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF MARGUERITE PARKWAY AS SHOWN ON SAID MAP. A RADIAL LINE THROUGH SAID POINT BEARS N02°49'34"W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°45'24", AN ARC DISTANCE OF 1294.45 FEET; THENCE TANGENT TO SAID CURVE \$39°25'02"W, 134.09 FEET; THENCE \$50°34'58"E, 3.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE THROUGH SAID CURVE BEARS N50°34'58"W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'29", AN ARC DISTANCE OF 30.39 FEET; THENCE TANGENT TO SAID CURVE S20°29'33"W, 12.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'29", AN ARC DISTANCE OF 19.16 FEET; THENCE TANGENT TO SAID CURVE \$39°25'02"W, 50.00 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'29", AN ARC DISTANCE OF 19.16 FEET; THENCE TANGENT TO SAID CURVE S58°20'30"W, 12.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 92.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'29", AN ARC DISTANCE OF 30.39 FEET; THENCE N50°34'58"W, 3.00 FEET; THENCE S39°25'02"W, 371.68 FEET TO THE POINT OF BEGINNING.

CONTAINS 22.623 ACRES, MORE OR LESS.

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# EXHIBIT B

# Memorandum of Lease

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## **RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:**

South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, California 92692 Attention: Dr. Debra Fitzsimons, Vice Chancellor of Business Services

Exempt from Recording Fees Per Government Code Section 6103

(Space above this line for Recorder's use)

## MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "Memorandum") is entered into as of May \_\_\_\_\_, 2016, by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency ("Landlord"), and FPA4 PROMENADE, LLC, a Delaware limited liability company ("Tenant"), with reference to the following facts:

## **RECITALS**

A. Landlord and Tenant have entered into that certain unrecorded Amended and Restated Ground Lease (the "Lease") dated as of May \_\_\_\_\_, 2016 (the "Execution Date"). All capitalized terms used herein without definition shall have the same meanings as assigned in the Lease.

B. Landlord and Tenant desire to provide notice that Tenant is leasing as of the Execution Date all that certain real property in the City of Mission Viejo, County of Orange, State of California more particularly described in Exhibit <u>A</u> attached hereto (the "**Premises**").

**NOW, THEREFORE**, in consideration of mutual covenants set forth herein, Landlord and Tenant hereby agree as follows:

1. <u>Demise of Premises</u>. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, subject to the terms and conditions of the Lease. The Execution Date of the Lease occurred on May \_\_\_\_\_, 2016, and the Term will end on September 30, 2075 (the "Lease Expiration Date"), unless sooner terminated or extended pursuant to the terms of the Lease.

2. <u>Title to Buildings; Depreciation</u>. Until the Lease Expiration Date or earlier termination of the Lease, title to any and all buildings or Improvements that Tenant may construct on the Premises, any and all fixtures that Tenant may install therein, and any and all Alterations that Tenant may make thereto shall be solely Tenant's property, Tenant's interest therein shall be as owner and not as tenant and Tenant alone shall be entitled to depreciate the same for tax purposes. On the Lease Expiration Date or earlier termination of the Lease, title to any Improvements located on the Premises, any and all fixtures that Tenant may install therein and

any Alterations thereto shall vest in and become the full and absolute property of Landlord, subject to Landlord's right to require that Tenant demolish the same pursuant to the terms of the Lease.

3. <u>Incorporation by Reference: No Modification of Lease</u>. The terms and conditions of the Lease are incorporated herein by this reference. This Memorandum is prepared and recorded for the purpose of putting the public on notice of the Lease, and this Memorandum in no way modifies the terms and conditions of the Lease. In the event of any inconsistency between the terms and conditions of this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall control.

4. <u>Cancellation of Memorandum of Lease</u>. Upon the Lease Expiration Date or earlier termination of the Lease, Landlord shall prepare and Tenant shall execute within 10 Business Days after receipt of Landlord's written request a quitclaim deed conveying to Landlord any and all interest Tenant may have under the Lease, which Landlord is authorized to immediately record upon receipt of same from Tenant.

5. <u>Miscellaneous</u>. This Memorandum shall be governed by and construed in accordance with the laws of the State of California. No addition to or modification of any term hereof shall be effective unless set forth in writing and signed by Landlord and Tenant. All of the provisions of this Memorandum shall inure to the benefit of and shall be binding upon the successors and assigns of Landlord and Tenant. This Memorandum may be executed in two or more counterparts and by different parties in different counterparts, all of which together shall constitute one and the same original.

[Signatures on following page.]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum as of the date first written above.

### LANDLORD:

### **TENANT:**

# SOUTH ORANGE COUNTY COMMUNITY **COLLEGE DISTRICT**,

a public agency

By:

Name: Debra Fitzsimons Title: Vice Chancellor of Business Services

 $C_{i}^{\alpha}:$ 

FPA4 PROMENADE, LLC, a Delaware limited liability company

By:

Name: Michael B. Earl Title: Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

### STATE OF CALIFORNIA

COUNTY OF

personally appeared

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

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

WITNESS my hand and official seal.

Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_\_, \_\_\_\_, before me, \_\_\_\_\_\_\_(here insert name and title of the officer)

personally appeared

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

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

WITNESS my hand and official seal.

Signature

(Seal)

### EXHIBIT A

### **Legal Description of Premises**

# ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF MISSION VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 85-430AS PER MAP FILED IN BOOK 220, PAGES 10 THROUGH 13 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF ORANGE COUNTY, STATE OF CALIFORNIA, AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JANUARY 25, 1989 AS INSTRUMENT NO. 89-044012 AND APRIL 12, 1991 AS INSTRUMENT NO. 91-171470, BOTH OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN CURVE SHOWN AS CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1553.00 FEET AND A CENTRAL ANGLE OF 12°22'22" IN THE NORTHEAST BOUNDARY OF SAID PARCEL 1; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°22'22", AN ARC DISTANCE OF 335.36 FEET; THENCE S19°15'57"E, 31.82 FEET; THENCE S65°34'33"E, 95.28 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 262.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°14'32", AN ARC DISTANCE OF 133.72 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 358.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS N04°49'05"W; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°33'30", AN ARC DISTANCE OF 178.44 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 19.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS S23°44'25"W; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 80°14'34", AN ARC DISTANCE OF 26.61 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 132.00 FEET, A RADIAL LINE THROUGH SAID CURVE BEARS N56°30'09"W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°56'39", AN ARC DISTANCE OF 62.07 TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 244.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS S29°33'30"E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°06'00", AN ARC DISTANCE OF 64.30 FEET; THENCE TANGENT TO SAID CURVE N45°20'30"E, 1268.34 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 388.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°33'05", AN ARC DISTANCE OF 342.33 FEET; THENCE TANGENT TO SAID CURVE \$84°06'25"E, 74.05 FEET; THENCE N00°00'28"W, 210.69 FEET; THENCE N82°08'37"W, 38.90 FEET: THENCE N10°19'50"W, 39.00 FEET; THENCE N00°50'42"W, 35.02 FEET; THENCE N13°25'22"W, 120.54 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1553.00 FEET, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF MARGUERITE PARKWAY AS SHOWN ON SAID MAP, A RADIAL LINE THROUGH SAID POINT BEARS N02°49'34"W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°45'24". AN ARC DISTANCE OF 1294.45 FEET; THENCE TANGENT TO SAID CURVE S39°25'02"W, 134.09 FEET; THENCE S50°34'58"E, 3.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE THROUGH SAID CURVE BEARS N50°34'58"W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'29", AN ARC DISTANCE OF 30.39 FEET; THENCE TANGENT TO SAID CURVE S20°29'33"W, 12.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'29", AN ARC DISTANCE OF 19.16 FEET; THENCE TANGENT TO SAID CURVE S39°25'02"W, 50.00 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'29", AN ARC DISTANCE OF 19.16 FEET; THENCE TANGENT TO SAID CURVE S58°20'30"W, 12.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 92.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'29", AN ARC DISTANCE OF 30.39 FEET; THENCE N50°34'58"W, 3.00 FEET; THENCE S39°25'02"W, 371.68 FEET TO THE POINT OF BEGINNING.

CONTAINS 22.623 ACRES, MORE OR LESS.

### EXHIBIT C

### **Judicial Reference Proceeding**

Except as set forth in Section 17.2 of this Lease, and except to the extent another dispute resolution procedure is set forth in this Lease (for example, valuation determinations to be made by appraisers,) Landlord and Tenant agree that any disputes between them arising out of or related to this Lease (including but not limited to a determination of any and all of the issues in such dispute, whether of fact or of law) shall be resolved (and a decision shall be rendered) by way of a judicial reference proceeding as provided for in Part 1, Title 8, Chapter 6 (§§ 638 et. seq.) of the California Code of Civil Procedure, or any successor California statute governing resolution of disputes by a court appointed referee. The referee shall award all costs of the reference, including but not limited to the referee's fees, reasonable attorney's fees and other costs, to the Party in whose favor the determination or decision shall be rendered by the referee. The referee shall try all issues of fact and law and report a statement of decision to the court. The referee shall be the only trier of fact and law in the reference proceeding, and shall have no authority to refer any issues of fact or law to any other person unless all parties to the judicial reference proceeding consent, or the referee determines that a conflict of interest has arisen which would make it inappropriate for the referee to act as the trier of fact or law concerning an issue or matter. The judicial reference proceeding shall be conducted in the following manner:

I.1.1 <u>Place</u>. The proceedings shall be heard in Orange County, California.

**I.1.2** <u>Referee</u>. The referee shall be a retired judge who served on the Superior Court of the State of California in the County with substantial experience in the type of matter in dispute and without any relationship to the Parties, unless the Parties agree otherwise. The parties to the judicial reference proceeding shall meet to select the referee no later than thirty (30) days after service of the initial complaint on all defendants named in the complaint. Any dispute regarding the selection of the referee shall be resolved by the court in which the complaint is filed pursuant to California Code of Civil Procedure Section 640, or any successor statute, except that only one (1) referee shall be appointed.

**I.1.3 Commencement and Timing of Proceeding.** The referee shall commence the proceeding at the earliest convenient date and shall conduct the proceeding without undue delay.

**I.1.4 Pre-hearing Conferences.** The referee may require pre-hearing conferences.

**I.1.5 Discovery.** The parties to the judicial reference proceeding shall be entitled to conduct discovery in the same manner as if the matter was being tried in a Superior Court of the State of California.

**I.1.6 Motions.** The referee shall have the power to hear and dispose of motions, including motions relating to discovery, provisional remedies, demurrers, motions to dismiss, motions for judgment on the pleadings and summary judgment and/or adjudication motions, in the same manner as a trial court judge. The referee shall also have the power to summarily adjudicate issues of fact or law including the availability of remedies whether or not the issue adjudicated could dispose of an entire cause of action or defense.

**I.1.7 Record.** A stenographic record of the hearing shall be made which shall remain confidential except as may be necessary for post-hearing motions and any appeals.

**I.1.8 Statement of Decision**. The referee's statement of decision shall contain an explanation of the factual and legal basis for the decision pursuant to California Code of Civil Procedure Section 632, or any successor statute. The decision of the referee shall stand as the decision of the court, and upon filing of the statement of decision with the clerk of the court, judgment may be entered thereon in the same manner as if the dispute had been tried by the court.

**I.1.9 Remedies.** Subject to the terms, conditions, restrictions and limitations on remedies set forth in this Agreement, the referee may grant all legal and equitable remedies and award damages in the judicial reference proceeding.

**I.1.10 Post-hearing Motions**. The referee may rule on all post-hearing motions in the same manner as a trial judge.

**I.1.11 Appeals.** The decision of the referee shall be subject to appeal pursuant to California Code of Civil Procedure Section 645 (or any successor statute) in the same manner as if the dispute had been tried by the court.

# EXHIBIT D

# **Tenant Renovation Plans**

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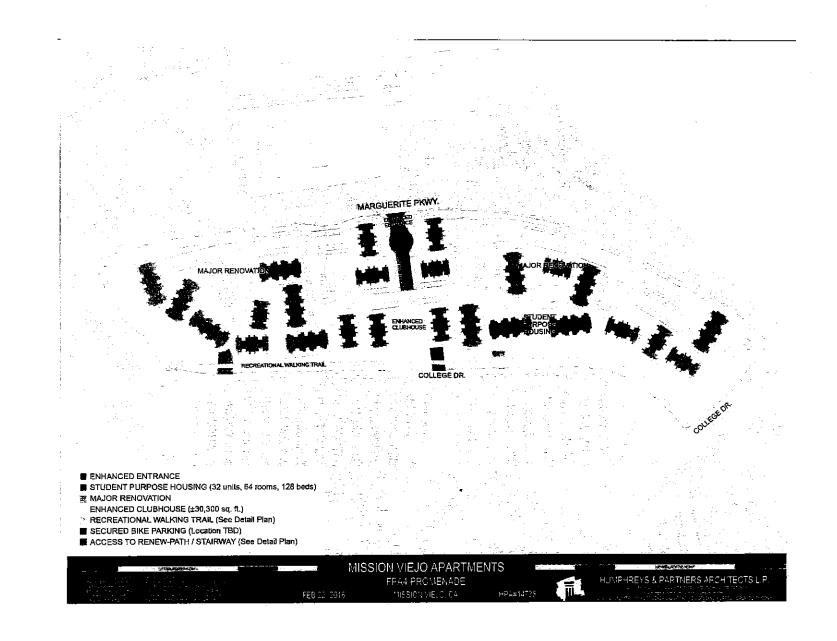
Sociated improvement Summary

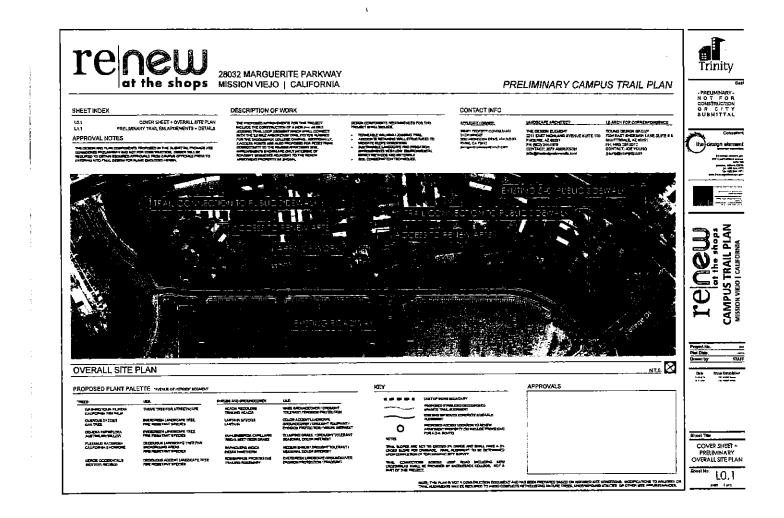
ReNew Capital Improvement Site Enhancement & Repairs Property Amenities Building Exteriors Unit Interiors Building Systems/Signage

New Trail at Base of Berm New Stairwell Crossings

Student Housing Unit Upgrades

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EXHIBIT B Page 87 of 99

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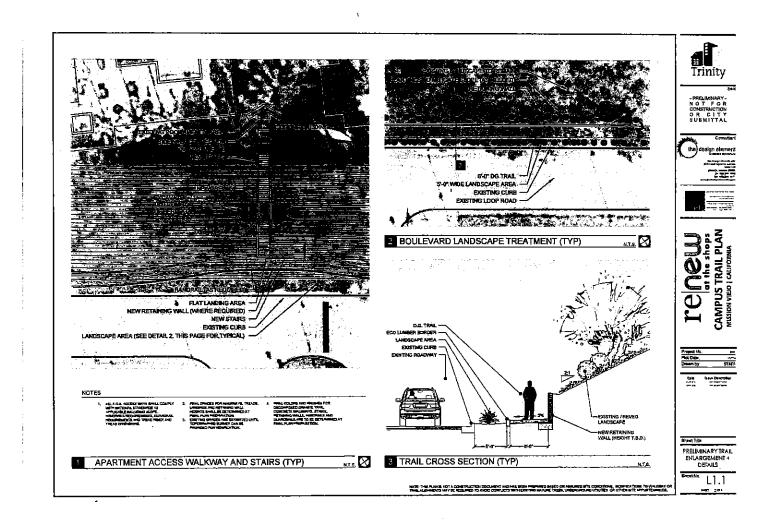


EXHIBIT B Page 88 of 99

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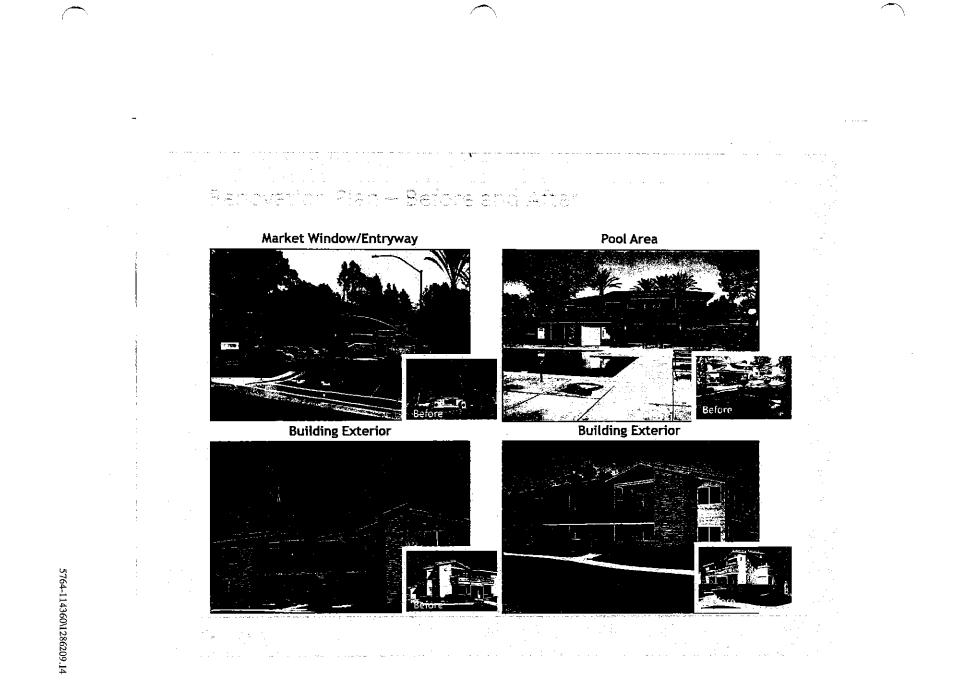
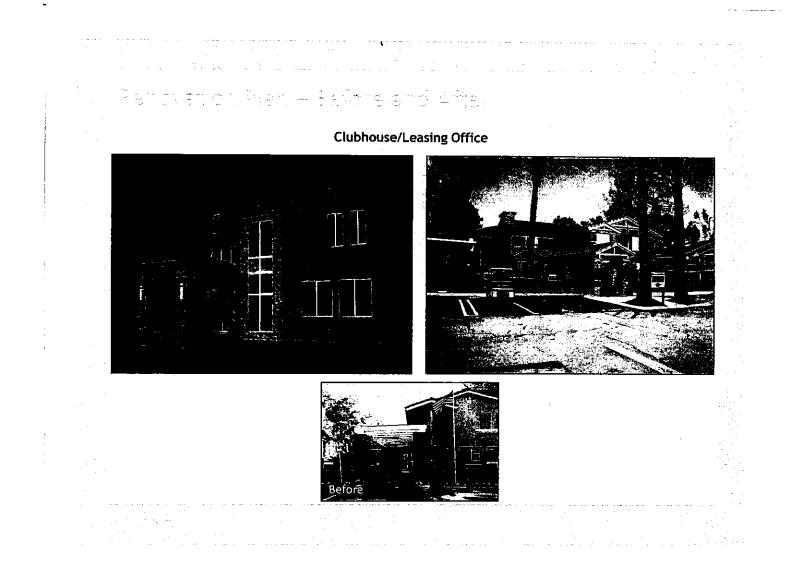


EXHIBIT B Page 89 of 99

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EXHIBIT B Page 90 of 99

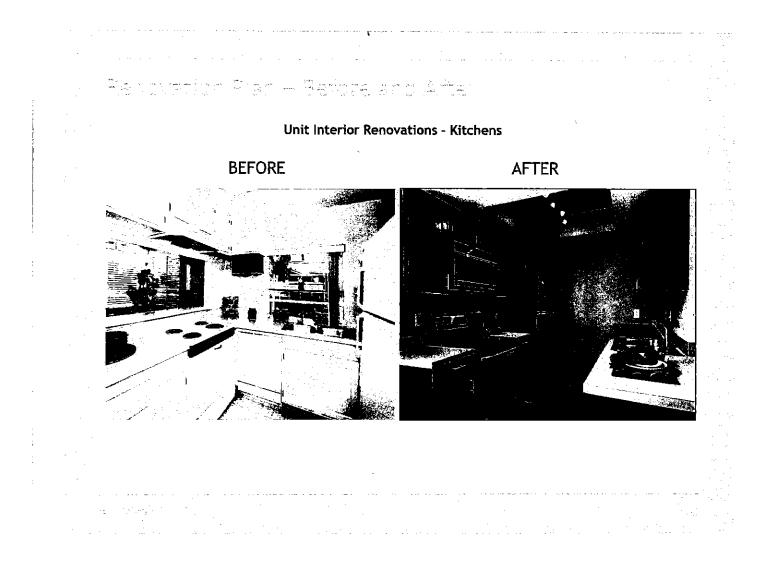
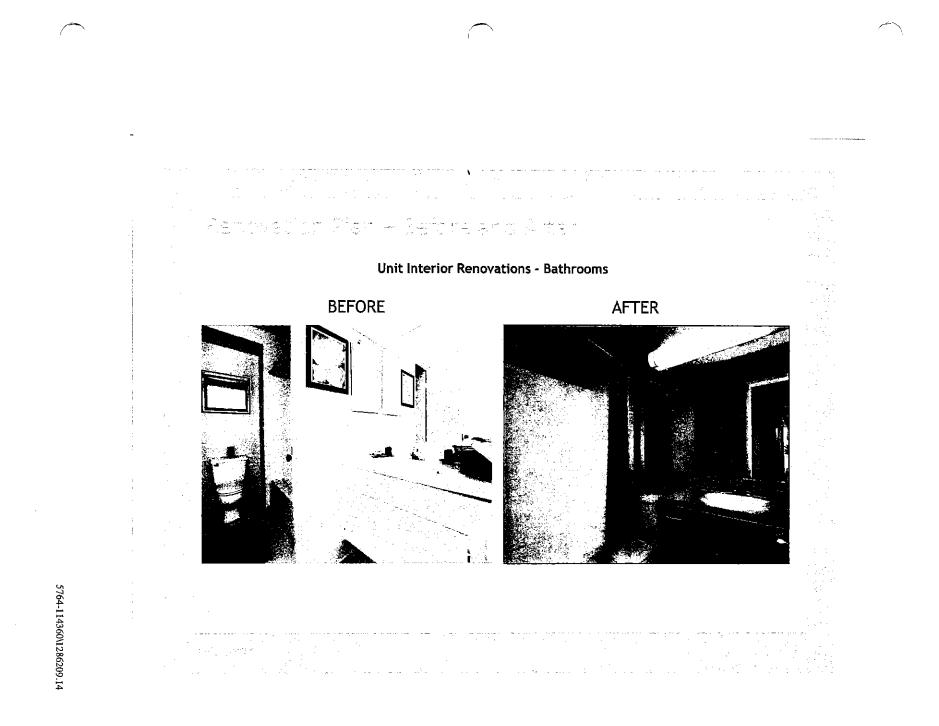


EXHIBIT B Page 91 of 99



#### TENANT RENOVATION BUDGET & SCOPE -- ReNew

#### Property Amenities

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#### \$864,091

- LC/FC Consolidate Fitness Center/Clubhouse Into One Area/New Finishes Throughout
- **Play Area** Tune-ups/Add Ground Coverage
- Pools 2 Pools - VGBA Compliance, New Plaster, New Furniture Package

#### **Building Exteriors**

### \$5,950,189

- Roofs Tune-up/Repairs/Moss Removal & Cleaning
- Gutters Repairs, Cleaning, and Replacement of Damaged Allowance
- Pest Control ٠
  - Parking Lot Repair, Sealing, and Restripe New Windows
- Windows
- Wood/Balcony Repairs Wood Rot Allowance, Add IPE To Front Of Balconies, And Wing Walls
- Decks and Walkways Coating for Decks/Allowance for Walkway Repairs
- Replace Deck/Entry Lighting, Add Lighting to Dark Areas Around Buildings Exterior Lighting
- Fence Repair Repair Exterior Site Fencing
  - Stucco Smooth Texture/Repair Stucco
- Rock Accent Add Accents to Front of Buildings In Market Window
- **Exterior Paint Full Exterior Repaint**

#### Unit Interiors

#### \$6,775,664

- Un-renovated Units Class "A" Finish spec (See also sample photos included in Exhibit D) including: New Cabinets, New countertops with mosaic backsplash, New SS Appliances, New Flooring, New Fixtures on all 400 units.
- W/D Install Install W/D in All Units 10 Already Done

#### **Building Systems/Signage**

### \$348,258

Add GFCI 2 in each kitchen

\$414,817

\$774,702

- Plumbing Allowance
- Water Heaters Add Straps Where Needed/Allowance
  - **Dryer Vent Clean** Clean Drver Vents
- **Humidity Switch** Add 1 Humidistats to Each Unit
  - HVAC Allowance
- Electrical
- Model Unit
  - 2 Model Unit Brochures Brochures
- Signage New Name and signage

Main Entrance

Change Fountain/Add Accent walls Entrance

#### Landscaping

### \$177,779

 Landscaping Market Window Upgrades Along Street

#### Drainage, Irrigation, Repairs, Misc \$100,741

- Drainage **Repair Allowance** •
- Irrigation Repair Allowance

#### New Trail at Base of Berm Trail

#### Add Trail at base of berm "Saddle Back Trail" With Retaining Wall and Landscaping

4.1

#### New Stairwell Crossings

\$89,389 Add Two Passes Over The Berm Steps over Berm

### Student Housing Unit Upgrades \$166,976

Add Student Units
 Add Furniture package to 32 Units (2 bedrooms/4 beds per unit) for Student Purpose
Units

#### Site Enhancement & Repairs

### \$804,498

- Retaining Walls
   Repair Allowance \$226,113
  - Carports Repairs Repair Allowance \$208,262
- Concrete
   Tree Service

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- Allowance for Trip Hazards \$72,598 Allowance For Tree Trimming - \$297,517
- Tree Service Allowance Fo

# SCHEDULE 1

Construction Commencement Date: May 1, 2016 Berm / Landscape Improvement City Approvals: not later than October 1, 2016 Construction Completion Date: April 30, 2019

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# AMENDMENT NO. 1 TO AMENDED AND RESTATED GROUND LEASE

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED GROUND LEASE ("Amendment No. 1") is entered into this <u>b</u> day of November, 2018 (the "Effective Date") by SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency ("Landlord") and FPA4 PROMENADE, LLC, a Delaware limited liability company ("Tenant"), and amends that certain Amended and Restated Ground Lease between Landlord and Tenant dated May 25, 2016 ("Lease"). All capitalized terms not otherwise defined in this Amendment No. 1 shall have the meanings ascribed to such terms in the Lease.

# **RECITALS**

A. Pursuant to the Lease, Landlord leases to Tenant certain real property in the City of Mission Viejo, County of Orange, State of California more particularly described in <u>Exhibit "A"</u> attached to the Lease (the "**Premises**").

**B.** Landlord and Tenant desire to amend the Lease in order to (1) memorialize (i) the satisfaction of Tenant's obligations with regard to the completion of the Updated Improvements and (ii) Landlord's acceptance of the completed Updated Improvements and waiver of any Tenant obligations with respect to the completion of any remaining Updated Improvements, and (2) provide for Tenant's continuing obligations with respect to the operation and maintenance of the Improvements (including the Updated Improvements) and the Premises.

C. On October 29, 2018, Landlord's Board of Trustees approved this Amendment No. 1.

NOW THEREFORE, taking the foregoing Recitals into account and in consideration of the mutual covenants hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions herein contained, the parties hereto agree as follows:

1. <u>Updated Improvements</u>. Conditioned on the receipt by Landlord of the Improvements Completion Fee pursuant to <u>Section 3</u> below, Landlord and Tenant acknowledge and agree that the Updated Improvements defined and described in the Lease have been completed to the satisfaction of Landlord, and Tenant has no further obligations with respect to the completion of any remaining Updated Improvements.

2. <u>Operations and Maintenance of the Premises</u>. Section 6.2 of the Lease is hereby amended and restated in its entirety as follows:

"At all times during the Term except in the event of a casualty or Taking, Tenant shall, at its sole cost and expense, keep and maintain the Improvements (including the Updated Improvements) and the Premises in a first class condition, including, without limitation, maintaining the landscaping, parking, grounds, buildings, tenant amenities, unit interiors and services in the manner consistent with Tenant's current operations and the operations of the Comparable Improvements. The foregoing obligations shall be excused in the event of a casualty covered by <u>Section 9.2</u> or a Taking covered by <u>Article 11</u> hereunder."

3. <u>Improvements Completion Fee</u>. On the Effective Date, Tenant shall pay to Landlord the amount of One Million and No/100 Dollars (\$1,000,000.00) (the "Improvements Completion Fee") as consideration to Landlord for Landlord's acceptance of the Updated Improvements and waiver of any Tenant obligations with respect to the completion of any remaining Updated Improvements. The Improvements Completion Fee shall be fully earned and non-refundable when paid, and shall not be applicable to the payment of any Rent due by Tenant to Landlord under the Lease.

4. <u>Full Force and Effect</u>. The Lease, as modified by this Amendment No. 1, is hereby ratified and reaffirmed in all respects. Except as modified by this Amendment No. 1, the Lease shall remain in full force and effect. To the extent any provisions of this Amendment No. 1 are inconsistent with any of the provisions set forth in the Lease, the provisions of this Amendment No. 1 shall control.

5. <u>Counterparts</u>. This Amendment No. 1 may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

# [Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 1 on the day first written above.

# LANDLORD:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency

By har-Dais 4

Ann-Marie Gabel, Vice Chancellor of Business Services

**TENANT:** 

FPA4 PROMENADE, LLC, a Delaware limited liability company By: Michael B. Earl, Vice President

## **CONSENT BY LEASEHOLD MORTGAGEE**

The undersigned, as the current Leasehold Mortgagee, has reviewed and approved, and hereby consents to this Amendment No. 1 between Landlord and Tenant as of the day and year first above written.

# **LENDER:**

### WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II, MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2016-K58

- By: KeyBank National Association, a national banking association
  - By: Berkadia Commercial Mortgage LLC, a Delaware limited liability company

By: Name: Gary A. Routzahn

Name: Gary A. Routzahn / Title: Authorized Representative

# **CERTIFICATION OF IDYLLWILLOW LP**

WHEREAS, South Orange Community College District, a public agency ("**District**") and FPA4 Promenade LLC, a Delaware limited liability company ("**FPA**") entered into that certain Amended and Restated Ground Lease dated May 25, 2016, executed by District, as Landlord and FPA as Tenant, as referenced in that certain Memorandum of Lease recorded May 25, 2016 as Instrument No. 2016000235319 in the Official Records and by that certain Amended and Restated Memorandum of Lease recorded July 13, 2016 as Instrument No. 2016000317223 in the Official Records, as amended by that Amendment No. 1 to Amended and Restated Ground Lease dated November 6, 2018 (as so amended, the "Lease"). The Lease expires on September 30, 2075;

WHEREAS, subject to District's consent, FPA desires to assign all of its rights, title and interest in and to the Lease as "Tenant" to Idyllwillow LP, a California limited partnership ("Assignee"), and Assignee desires to assume all of FPA's rights, title and interest in and to the Lease as "Tenant" from FPA (the "Assignment").

NOW THEREFORE, in connection with the Assignment, and pursuant to Sections 12.1.1(g), (h) and (i) of the Lease, the Assignee hereby certifies to District, as of the date hereof, as follows:

1. No civil or administrative judgments involving fraud or dishonesty, or criminal felony convictions of any kind, have been entered against Assignee or any of its affiliates or any of their respective members, managers, officers, directors or senior management employees;

2. Neither Assignee nor any of its affiliates is a current or past litigant in any litigation or action brought against the District; and

3. Neither Assignee nor any of its affiliates nor any of their respective officers or directors is or employs any an individual or individuals (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) listed on the Foreign Terrorist Organization List and Terrorist Exclusion List maintained by the United States Department of State; (iv) listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ. L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 as-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Orders; (v) is engaged in activities prohibited in the Orders; or (vi) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money

laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

# IDYLLWILLOW LP,

a California limited partnership

By: Idyllwillow LLC, a Delaware limited liability company Its: General Partner

By: \_\_\_

Name: Dean Dauger Its: Manager

Dated: \_\_\_\_\_

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- RE: SOCCCD: Board Policy Revision: BP-3006 Sustainability, BP-4056 Classified Employees Participation in Decision Making, BP-4076 Compensation, BP-4080 Personal Necessity Leave for Academic Administrators and Classified Administrators/Managers, BP-5800 Prevention of Identity Theft In Student Financial Transactions
- **ACTION:** Review and Study

# BACKGROUND

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

# <u>STATUS</u>

Five board policies (EXHIBITS A through E) are presented to the Board of Trustees for review and study. 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 in the review process, as needed. The proposed policies were presented to the Chancellor's Council on January 10, 2019 for review and recommendation to the Chancellor.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the board policies as listed.

3006 BUSINESS

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# **SUSTAINABILITY**

The South Orange County Community College District will develop practices and procedures that continue the legacy of leadership in sustainability in all areas of the colleges, including faculty and staff development, instruction, operations, construction, facilities, land use, energy conservation, and environmental integrity. The Energy and Sustainability Regulation will include goals and guidance for all facets of the college that ensure the evolution of best practices in sustainability.

The South Orange County Community College District supports resource and environmental conservation. The District shall maintain a Sustainability and Energy Plan (SAEP) supporting the ability and use of resources to meet both present and future generational needs.

The District shall establish environmental and organizational practices conducive to student learning and to the health and well-being of the community, as well as maintain an atmosphere where students, faculty, and staff can develop the knowledge and skills of environmental sustainability and promote a deeper understanding of sustainability by utilizing the campus as a living lab that creates the interdisciplinary connections between campus and district operations, the academic experience of students, and the broader community.

The Board of Trustees delegates to the Chancellor, or designee, the authority to exercise environmental stewardship, develop educational opportunities, promote environmentally responsible business processes, and economically manage the use of buildings, lands, and natural resources toward increased sustainability.

4056 HUMAN RESOURCES

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# CLASSIFIED EMPLOYEES PARTICIPATION IN DECISION MAKING

The South Orange County Community College District classified <u>professionals ("staff"</u>) shall be provided with opportunities to participate effectively in District and college governance, and in the joint formulation and development of District policies and procedures; that the Board reasonably determines; in consultation with the Classified Senates; and have or will have a significant effect on staff. The opinions and recommendation of the Classified Senates of the District will be given every reasonable consideration.

References:

*Title 5, California Code of Regulations Section 51023.5 California Education Code Section 70901.2(a), 70902 Government Code Sections 3540 et.* <u>sSeq., 2543.2</u> <u>Accreditation Standard IV.A</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 4076 HUMAN RESOURCES

# **COMPENSATION**

The Board of Trustees shall negotiate salary schedules with each District bargaining unit, as defined by the Educational Employment Relations Act. The <u>board Board</u> may establish a separate and specified salary or salary schedule for selected or designated administrators, classified management, non-bargaining (professional experts, short-term, and substitutes), and unclassified positions.

The District shall not provide any commission, bonus, or other incentive payment based, directly or indirectly, on the success in securing enrollments or financial aid, to any person or entity engaged in any student recruiting or admission activities or in making decisions regarding the award of student financial assistance. Employees covered by this ban shall be referred to as "covered employees" for purposes of this policy.

The Board of Trustees is committed to public accountability and disclosure of employee compensation. At the request of the Board, a publicly available report shall be provided, submitted each year to the Board of Trustees, at the September board meeting, listing compensation of all employees by position title.

Reference:

*Education Code Sections* 70902(*b*)4, 87801, and 88160 *Government Code Section* 53200

Adopted:	02-13-68	Revised:	02-28-94	Revised:	08-29-11	Page 1 of 1
Revised:	06-04-69	Revised:	04-26-99	Revised:	03-26-12	
Revised:	04-10-89	Revised:	10-24-05	Revised:	02-24-14	

4080 HUMAN RESOURCES

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# PERSONAL NECESSITY LEAVE FOR ACADEMIC ADMINISTRATORS AND CLASSIFIED ADMINISTRATORS/MANAGERS MANAGEMENT PERSONNEL

Accumulated sick leave may be used by an employee in cases of personal necessity; however, a personal necessity leave cannot exceed seven (7) days in any single fiscal year. Events or conditions considered as personal necessity are outlined in the administrative regulation.

References:

California Education Code, Sections 87781.5, 87784, 88194, and 88207 Labor Code, Section 233, 230.7, 230.8, 230.(g)

 Adopted:
 6-04-69

 Revised:
 2-22-72

 Revised:
 1-10-77

 Revised:
 4-10-89

 Revised:
 4-26-99

 Revised:
 1-31-05

Reviewed by BPARAC & Chancellor on 7-6-11 No Recommended Change to Policy

Revised: 4-30-12

# 5800 STUDENTS

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# PREVENTION OF IDENTITY THEFT IN STUDENT FINANCIAL TRANSACTIONS

When the District serves as a creditor in relation to its students and when applicable, the Chancellor or his/her\_designee, will develop procedures toand implement an Identity Theft Prevention Program (ITPP) to control reasonably foreseeable risk to students from identity theft.

The District is required to provide for the identification, detection, and response to patterns, practices, or specific activities ("Red Flags") that could indicate identity theft of students.

Reference:

<u>15 U.S. Code Section 1681 m(e)</u> Fair and Accurate Credit Transactions Act (FACT Act or FACTA), (Pub.L. 108-159)

Adopted: 1-20-11 Revised: 7-25-11

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Board Policy Revision: BP-3700 Instructional and Course Materials Fees, BP-4010 Commitment to Diversity, BP-4018 Alcohol and Controlled Substances Testing, BP-4054 Political Activity of Employees, BP-4055 Academic and Business Hours for District and College Facilities, BP-4072 Domestic Partners, BP-4109 Transfer of Sick Leave for Academic and Classified Personnel, BP-4210 Employee Outstanding Service Awards, BP-4700 Whistleblower Protection, BP-5500 Student News Media, BP-6114 Contract Education

**ACTION:** Approval

## BACKGROUND

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

## <u>STATUS</u>

Eleven board policies are presented to the Board of Trustees for 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 in the review process, as needed. The proposed policies were presented to the Chancellor's Council on November 8, 2018 for review and recommendation to the Chancellor. EXHIBITS A-K were brought to the Board of Trustees on December 10, 2018 for review and study.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the board policies as listed.

3700 BUSINESS

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# INSTRUCTIONAL AND COURSE MATERIALS FEES

Students may be required to provide instructional materials required for a credit or non-credit course. Such materials shall be of continuing value to a student outside of the classroom setting and shall not be solely or exclusively available from the District.

"Required instructional materials" means any materials which a student must procure or possess as a condition of registration, enrollment, or entry into a class; or any such material which the instructor determines is necessary to achieve the required objectives of a course.

The policy for  $r\underline{R}$  equiring students to provide instructional and other materials and establishing the provisions for assessing the students a fee for a credit or non-credit course shall conform to the following guidelines:

- 1. The materials shall not include materials used or designed primarily for administrative purposes, class management, course management, or supervision.
- 1.2. The materials shall be tangible personal property which are owned or primarily controlled by an individual student.
- 2.3. The material is of a continuing value to the student outside of the classroom setting, which can be taken from the classroom setting, and which is not wholly consumed, used up or rendered valueless as it is applied in achieving the required objectives of a course which are to be accomplished under the supervision of an instructor during class hours.
- 4. Where the materials are available to a student through a license or access fee, the license or access fee shall be available to students for up to two years, satisfying the requirement that instructional materials must have continuing value outside the classroom setting. Students have the option of paying a lower price for a shorter access period. The terms of the license or access fee shall be provided to the student in a clear and understandable manner prior to purchase.
- 5. Faculty members shall take reasonable steps to minimize the cost and ensure the necessity of instructional materials.
- 3.6. The material shall not be solely or exclusively available from the district District except if it is provided to the student at the District's actual cost; and:

Adopted:	08-26-85	Revised:	11-17-10	Page 1 of 2
Revised:	05-23-88			
Revised:	04-26-99			

- a. The material is otherwise generally available, but is provided by the district District for health and safety reasons; or
- b. The material is provided in lieu of other generally available but more expensive material which would otherwise be required.

Any materials not meeting these guidelines will be provided by the District to students as <u>at</u> no cost to the student.

The college shall issue a full refund of material fees paid in the event a class is canceled by the college or if the student drops the class prior to the refund deadline. The students shall return all unused materials issued by the college to the faculty member.

This policy shall be published in all subsequent college catalogsEach college will publish this policy in their college catalog.

## Reference:

<u>Education Code Section 76365</u> Title 5, California Code of Regulations, Part VI, Sections 59400 et.seq. through 59408,

HUMAN RESOURCES

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# COMMITMENT TO DIVERSITY

The District is committed to employing qualified administrators, faculty, and staff members who are dedicated to student success. The Board recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board is committed to hiring and <u>offering</u> professional development <del>processes</del> that support the goals of equal opportunity and diversity, and provide equal consideration for all qualified candidates.

Reference:

*Education Code Section 87100 et seq.; Title 5, Section 53000, et seq.* 

Adopted:

Reviewed by BPARAC & Chancellor on 9-24-12. No recommended change to policy.

4-28-08

4018 HUMAN RESOURCES

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# ALCOHOL AND CONTROLLED SUBSTANCES TESTING

# AUTHORITY FOR POLICY AND TESTING

The District will comply with the Omnibus Transportation Employee Testing Act of 1991.

The Omnibus Act requires all operators of commercial motor vehicles (CMV's) to be tested for controlled substances and alcohol. It applies to all drivers required to obtain a commercial driver's license (CDL). Drivers to which federal drug testing requirements are newly applicable include, but are not limited to, drivers and their employers operating wholly in intrastate commerce, employed directly by federal, state and local governments, including school Districtsdistricts, and drivers with restricted-use CDL's or drivers in a state that does not recognize waiver CDL's.

Adopted: 12-04-95 Revised: 4-26-99 Revised: 1-20-04

Reviewed by BPARAC & Chancellor on 3-26-12. No recommended change to policy

4054 HUMAN RESOURCES

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# POLITICAL ACTIVITIES ACTIVITY OF EMPLOYEES

The Board of Trustees establishes the following rules and regulationspolicy relating to the political activities activity of officers and employees: during working hours:

- 1. This policy prohibits political activity only during an employee's working hours., and It shall not be construed to prohibit an employee from urging the support or defeat of a ballot measure or candidate during nonworking time. "Non-working time" means time outside an employee's working hours, whether before or after school or during the employee's luncheon period or other scheduled work intermittency during the school day.
- 2. District employees shall not use or reference the South Orange County Community College District, Saddleback College, Irvine Valley College, and/or Advanced Technology and Education Park (ATEP) names if they choose to endorse any ballot measure, candidate, or legislation as a private citizen, unless they receive prior written approval from the Chancellor following consultation with the Board President.
- 1.3. Employees shall not use District funds, services, supplies, or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the Board of Trustees.
- <u>1.</u> This policy prohibits political activity only during an employee's working hours, and shall not be construed to prohibit an employee from urging the support or defeat of a ballot measure or candidate during nonworking time. "Non-working time" means time outside an employee's working hours, whether before or after school or during the employee's luncheon period or other scheduled work intermittency during the school day.
- 4. District resources may be used to provide information to the public about the possible effects of a bond issue or other ballot measure if both the following conditions are met:
  - a. The informational activities are otherwise authorized by the Constitution or laws of the State of California; and
  - b. The information provided constitutes a fair and impartial presentation of relevant facts to aid the electorate in reaching an informed judgment regarding the bond issue or ballot measure.

### References:

*California Education Code, Sections* <u>7050,</u> 7054-(b), 7055, and 7056 *Government Code, Section* 8314

Adopted:6-04-69Revised:4-24-89Revised:4-26-99Revised:1-31-05Reviewed:5-19-14

4055 HUMAN RESOURCES

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# ACADEMIC AND BUSINESS HOURS FOR DISTRICT AND COLLEGE FACILITIES

The Chancellor shall establish academic and business operating hours for the District and college facilities.

The Chancellor will establish Administrative Regulations governing access to college facilities by employees during non-business hours.

Adopted:	2-11-80
Revised:	4-10-89
Revised:	6-21-93
Revised:	4-26-99
Revised:	5-24-04
Revised:	1-31-05
Revised:	11-14-05

Reviewed by BPARAC & Chancellor on 6-6-11 No Recommended Change to Policy

4072 HUMAN RESOURCES

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# **DOMESTIC PARTNERS**

All references to "spouses" in the District's policies or procedures shall be read to include registered domestic partners as defined under state law.

Reference:

Family Code Sections 297, 298, 298.5, 297.5, 299, 299.2, and 299.3.

Adopted: 5-27-08

Reviewed by BPARAC & Chancellor on 9-24-12. No recommended change to policy

HUMAN RESOURCES

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# TRANSFER OF SICK LEAVE FOR ACADEMIC AND CLASSIFIED PERSONNEL

At the time of employment, any academic employee who is a former academic or classified employee of another California school or community college district, county superintendent's office, or the State Chancellor's office for more than one (1) year may initiate a request with the Office of Human Resources to have transferred from the previous school or community college district, the total number of leave of absence for illness or injury days to which the employee is entitled. As soon as the transfer process is completed the appropriate number of days will be credited to the employee.

Reference:

California Education Code, Sections 87781-87783, Title 5 California Code of Regulations, Section 53125

Adopted: 9-25-67 Revised: 11-26-79 Revised: 4-10-89 Revised: 2-28-94 Revised: 4-26-99 Revised: 10-24-05 Reviewed by BPARAC & Chancellor on 5-31-11 No Recommended Change to Policy

4210 HUMAN RESOURCES

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# EMPLOYEE OUTSTANDING SERVICE AWARDS

The Board of Trustees recognizes the significant contributions which employees make to the South Orange County Community College District.

The colleges and district services will develop their own appropriate processes for selection of outstanding service awards that will be defined and made available.

4′/00 HUMAN RESOURSES

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# WHISTLEBLOWER PROTECTION

The Chancellor shall establish Administrative Regulations regarding the reporting and investigation of suspected unlawful activities by district employees, and the protection from retaliation of those who make such reports in good faith and/or assist in the investigation of such reports. For the purposes of this policy and any implementing regulations, "unlawful activity" refers to any activity—intentional or negligent—that violates state or federal law, local ordinances, or District policy.

The regulations shall provide that individuals are encouraged to report suspected incidents of unlawful activities without fear of retaliation, that such reports are investigated thoroughly and promptly, remedies are applied for any unlawful practices and protections are provided to those employees who, in good faith, report these activities and/or assist the District in its investigation.

Furthermore, district employees shall not: (1) retaliate against an employee or applicant for employment who has made a protected disclosure, assisted in an investigation, or refused to obey an illegal order; or (2) directly or indirectly use or attempt to use the official authority or influence of his or her position for the purpose of interfering with the right of an applicant or an employee to make a protected disclosure to the District. The District will not tolerate retaliation, and will take whatever action may be needed to prevent and correct activities that violate this policy, including discipline of those who violate it up to and including termination.

References:

Education Code Sections 87160-87164; Labor Code Section 1102.5 Government Code Section 53296 Private Attorney General Act of 2004 (Labor Code Section (2698) Affordable Care Act (29 U.S.C. 218C)

Adopted: 7-24-06 Revised: 2-27-12 Revised: 2-24-14

5500 STUDENTS

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# STUDENT NEWS MEDIA

Student news media are any new/feature publications or broadcasts produced by students as a learning experience that is an integral part of an instructional program. These media include, but are not limited to, a student newspaper, broadcast news journalism, and Internet news journalism.

Student news media, as laboratory publications of the journalism and the communication arts curricula, shall provide vehicles to train students for careers in mass communications. Student news media should also serve the entire college community by reporting the news, including college events and activities, providing a forum for comment and criticism, and encouraging free expression as guaranteed in the First Amendment to the Constitution of the United States.

Student news media are valuable aids in establishing and maintaining an atmosphere of free and responsible discussion. Student news media exercise editorial freedom in order to maintain their integrity as vehicles for free inquiry and free expression in the college community. At the same time, the editorial freedom of the student news media shall entail corollary responsibilities.

The editorial and advertising materials published in each medium, including any opinions expressed, are the responsibility of the student staff. An editorial board, comprised of members of the student staff, shall be formed for each news medium involved. Under appropriate state and federal court decisions, these materials are free from prior restraint by virtue of the First Amendment to the <u>United States</u> Constitution of the United States.

Adopted: 10-13-69 Revised: 1-01-82 Revised: 5-15-89 Technical Update: 4-26-99 Revised: 8-27-12

11.16.18 BPARC

6114 BUSINESS

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# **CONTRACT EDUCATION**

The District may contract for training and/or instructional classes to be offered in service to public or private entities, agencies or groups.

# CONTRACT RATIFICATION BY GOVERNING BOARD OR DISTRICT ADMINISTRATION

The District's Governing Board shall ratify all performance agreements. For the purpose of this procedure, performance agreements are defined as a contract that requires an expenditure tied to specific deliverables.

The Chancellor or designee shall have authority to ratify agreements which do not involve District expenditure. Examples include income generating agreements, facility use agreements, and service agreements in which the parties agree to perform specific roles in exchange for service.

Contracted services shall be self-supporting and shall not use unrestricted general funds of the District for the direct cost of delivery.

References:

*Title 5 Section 55170 Education Code 78020 - 78022* 

- **TO:** Board of Trustees
- **FROM**: Kathleen F. Burke, 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 achieving the goals of the District while supporting and assisting students with respect to their educational goals.

### RECOMMENDATION

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

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

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

#### 1. <u>ADMINISTRATIVE EMPLOYMENT</u> (Ratified – Pursuant to Board Policy 4002.1)

- a. BUYSSE, JAMES, ID #023199 is to be employed as Interim Vice President for College Administrative Services, Position ID# P0013227, Saddleback College, Academic Administrators and Classified Administrators/Managers Salary Range 25, Step 8 (\$241,116), effective February 1, 2019 and ending February 28, 2019 or sooner. This is a temporary replacement until the permanent position is filled and was approved by the Chancellor on January 15, 2019. (Exhibit B)
- HINKLE, CHRISTINA, ID #017834, is to be employed as Dean of Social and Behavioral Sciences, Position ID# P0004612, Division of Social and Behavioral Sciences, Saddleback College. Salary Placement: Academic Administrators and Classified Administrators/Managers Salary Range 22, Step 4 (\$171,348), effective January 1, 2019. Education: M.A.-Political Science, Northeastern University, Boston and B.A.-Political Science and History, University of California, Los Angeles. (Exhibit B)
- c. HUGGINS, BARBARA, ID# 013278, is to be employed as Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing, Position ID# P0014659, Division of Health Science and Human Services, Saddleback College. Salary Placement: Academic Administrators and Classified Administrators/Managers Salary Range 20, Step 4 (\$155,424), effective January 7, 2019 and ending June 30, 2020 or sooner. Education: D.N.P-Western University of Health Sciences, Pomona, M.N.-Louisiana State University, New Orleans and B.S.-Nursing, Binghampton University, Binghamton. This is a temporary replacement for an administrator on leave. (Exhibit B)
- d. TOTORP, RANDY is to be employed as Athletics Director/Assistant Dean of Kinesiology and Athletics, Position ID# P0012814, Division of Kinesiology and Athletics, Saddleback College. Salary Placement: Academic Administrators and Classified Administrators/Managers Salary Range 20, Step 4 (\$155,424) effective January 28, 2019. Education: M.Ed.-Physical Education, Azusa Pacific University, Azusa and B.A.-Social Science, San Diego State University, San Diego. <u>This position was approved by the Interim</u> <u>Chancellor on December 19, 2017 and Ratified by the Board of Trustees on January 22, 2018</u>. (Exhibit B)

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

			<u>Approx.</u>	
			<u>Salary</u>	
<u>Applicant</u>	Highest Degree	<u>Assignment</u>	Placement	Start Date
Damelia, Joseph	Equivalency	Education/SC	2	01/14/19
Duncan, Benjamin	PhD/English	ESL/SC	5	01/14/19
Gulin, Serafim	Equivalency	Architecture/SC	1	01/14/19
Holoboski, Mark	PhD/Chemistry	Chemistry/SC	5	01/14/19
Huberg, Trina	MA/Communications	Speech/SC	2	01/14/19
Levy, Andrew	MFA/Drama	Theatre Arts/IVC	2	01/14/19

# 2. <u>ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF</u> (Ratified - Pursuant to Board Policy 4002.1) - Continued

			<u>Approx.</u>	
			<u>Salary</u>	
<u>Applicant</u>	Highest Degree	Assignment	Placement	Start Date
Lin, Alice	MA/ESL	Adult ESL/IVC	2	01/14/19
Montenegro, Jeff	Equivalency	Kinesiology/SC	1	01/14/19
Serrano, Maximiliano	AA/Automotive Tech	Automotive Tech/SC	1	01/14/19
Wang, Chung-Yi	MA/Piano Performance	Music/IVC	2	01/14/19

### 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 2018/2019 fiscal year.

		Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
Barrett, Victoria	Dance Student Mentoring	\$800.00	01/14/19-05/22/19
Montagne Galloway,			
Lisa	Online Teaching Cert. Prep	\$823.20	11/19/18-12/19/18
Montagne Galloway,			
Lisa	Teach 3 Day OTC Boot Camp	\$1,366.00	01/03/19-01/07/19
Ghuloum, Adam	Chair, Economics	\$2,732.00	01/14/19-05/22/19
Hollenbaugh, Robert	Chair, Sociology	\$1,366.00	01/14/19-05/22/19
Jankovic, Tersea	Dance Student Mentoring	\$2,000.00	01/14/19-05/22/19
Jones, Monik	Program Review Assistant	\$800.00	01/14/19-05/22/19
Kil, Joon	Chair, Political Science	\$2,390.50	01/14/19-05/22/19
McCaughey, Colin	Administration of Justice: CTE Coor.	\$2,732.00	01/14/19-05/22/19
McCaughey, Colin	Chair, Administration of Justice	\$1,707.50	01/14/19-05/22/19
Mortenson, Autumn	Choreography (2)	\$1,500.00	01/14/19-05/22/19
Rossiter, Jon	Co-Facilitator, Model United Nations	\$2,049.00	01/14/19-05/22/19
Sahani, Shirin	Co-Facilitator, Model United Nations	\$2,049.00	01/14/19-05/22/19
Taylor, Yemmy	Chair, Psychology	\$3,415.00	01/14/19-05/22/19
Titus, Jodi	Chair, Geography	\$1,707.50	01/14/19-05/22/19
Total for Month: General Fund/IVC 2018-2019 IVC FISCAL YEAR TOTAL TO DATE		\$ 27,437.70 \$351,713.28	

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for the 2018/2019 fiscal year.

		Not to Exceed	
<u>Name</u>	Activity	Amount (\$)	Effective Date
Cavazzi, Deidre	Chair, Dance	\$3,756.50	01/08/19-05/24/19
Eldred, Stacy	Co-Chair, Adult Education	\$1,366.00	01/08/19-05/24/19
Garcia, Renee	Coordinate Great Teachers Seminar	\$650.00	12/01/18-12/10/18
Porter, Jennifer	Assist Students in Photo Lab	\$617.40	09/12/18-10/10/18
Stephens, Blake	Coordinate Great Teachers Seminar	\$350.00	12/01/18-12/10/18
Valdez, Deanna	Flex Week Coordinator	\$2,732.00	01/08/19-05/24/19
Total for Month: G	eneral Fund/Saddleback College	\$ 9,471.90	
2018-2019 SC FISC	CAL YEAR TOTAL TO DATE	\$412,940.67	

## 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 2018/2019 fiscal years.

		Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
Anderson, Mike	AESL 503 Course Participator (BSI)	\$617.40	08/17/18-12/19/18
Beasley, James	ESL 301 Course Participator (BSI)	\$740.88	08/17/18-12/19/18
Beck, Rebecca	ESL Multiple Measures Workgroup	\$2,049.00	01/14/19-05/22/19
Betts, Bob	AESL 502 Course Participator (BSI)	\$617.40	08/17/18-12/19/18
Bobrik, Alexis	AB705 Workshop (34)	\$61.74	09/07/18-09/07/18
Bobrik, Alexis	AB705 Workshop (33)	\$61.74	10/16/18-10/16/18
Braus, Shirley	AESL 505 Course Participator (BSI)	\$617.40	08/17/18-12/19/18
Brown, Kevin	AESL 505 Course Coordinator (BSI)	\$823.20	08/13/18-12/19/18
Burt, Joe	AB705 Workshop (48)	\$61.74	11/13/18-11/13/18
Carnie, Henry	Support Elevate AAPI @ IVC	\$514.50	01/14/19-05/22/19
Castroconde, Miriam	Math Multiple Measures Workshop	\$2,049.00	01/14/19-05/22/19
Cayanan, Nathan	ESL 201 Course Participator (BSI)	\$740.88	08/17/18-12/19/18
Cayanan, Nathan	Support Elevate AAPI @ IVC	\$514.50	01/14/19-05/22/19
Chatkupt, Terry	Support Elevate AAPI @ IVC	\$514.50	01/14/19-05/22/19
Choun, Jinhee	AESL 502 Course Participator (BSI)	\$617.40	08/17/18-12/19/18
Chun, Gina	ESL 370 Course Participator (BSI)	\$740.88	08/17/18-12/19/18
Coleman, Catherine	ESL 201 Course Participator (BSI)	\$740.88	08/17/18-12/19/18
Connors, Frances	AB705 Workshop (43)	\$61.74	11/02/18-11/02/18
Dieu, Jasmine	Support Elevate AAPI @ IVC	\$514.50	01/14/19-05/22/19
Dinh, Winnie	AESL 501 Course Coordinator (BSI)	\$740.88	08/13/18-12/19/18
Do, Anhvy	AESL 503 Course Participator (BSI)	\$617.40	08/17/18-12/19/18
Doherty, Michelle	AB705 Workshop (42)	\$61.74	11/02/18-11/02/18
Evans, Julie	WR 302 Training (BST) 5	\$61.74	11/08/18-11/08/18
Evans, Julie	WR 302 Training (BST) 9	\$61.74	12/06/18-12/06/18
Garcia, Jennifer	ESL 370 Course Participator (BSI)	\$740.88	08/17/18-12/19/18
Gaudet, Jennifer	AESL 503 Course Coordinator (BSI)	\$823.20	08/13/18-12/19/18
Granillo, Christine	AB705 Workshop (40)	\$61.74	11/02/18-11/02/18
Henel, Sylvia	AESL 505 Course Participator (BSI)	\$617.40	08/17/18-12/19/18
Herold, Julie	AB705 Workshop (31)	\$61.74	10/16/18-10/16/18
Huber, Kenn	Math Multiple Measures Workshop	\$2,049.00	01/14/19-05/22/19
Huggett, Danelle	AB705 Workshop (37)	\$61.74	11/02/18-11/02/18
Huggett, Danelle	Curriculum Director WR399 Project	\$1,399.44	12/20/18-01/13/19
Jaqubino, Alicia	ESL 201 Course Participator (BSI)	\$740.88	08/17/18-12/19/18
Jerome, Amanda	ESL 201 Course Participator (BSI)	\$740.88	08/17/18-12/19/18
Johnson, Jeffrey	WR 302 Training (BST) 6	\$61.74	11/08/18-11/08/18
Johnson, Jeffrey	WR 302 Training (BST) 8	\$61.74	12/06/18-12/06/18
Johnson, Shauna	AB705 Workshop (49)	\$61.74	11/13/18-11/13/18
Johnson, Shauna	AB705 Workshop (36)	\$61.74	09/07/18-09/07/18
Kaminsky, Rebecca	WR 302 Training (BST) 11	\$61.74	11/08/18-11/08/18
Kaminsky, Rebecca	WR 302 Training (BST) 10	\$61.74	12/06/18-12/06/18
Kaminsky, Rebecca	English Multiple Measures W/Shop	\$2,049.00	01/14/19-05/22/19
Kelly, Aaron	ESL 301 Course Coordinator	\$1,317.12	08/17/18-12/19/18

# C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated as indicated below for 2018/2019 fiscal years.

		Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
Kibler-McNerney,			
Joanna	AESL 504 Course Participator (BSI)	\$617.40	08/17/18-12/19/18
Kil, Joon	Support Elevate AAPI @ IVC	\$514.50	01/14/19-05/22/19
Kim, April	ESL 201 Course Participator (BSI)	\$740.88	08/17/18-12/19/18
Knygnytska-			
Johnson, Maria	AESL 504 Course Participator (BSI)	\$617.40	08/17/18-12/19/18
Laidemitt, Heidi	ESL 370 Course Participator (BSI)	\$740.88	08/17/18-12/19/18
Liu, Emily	English Multiple Measures W/Shop	\$2,049.00	01/14/19-05/22/19
Livote, Michelle	AESL 504 Course Coordinator (BSI)	\$823.20	08/13/18-12/19/18
Lo, Chelsea	AESL 504 Course Participator (BSI)	\$617.40	08/17/18-12/19/18
Lutz, Sunita	AB705 Workshop (38)	\$61.74	10/12/18-10/12/18
Lutz, Sunita	AB705 Workshop (39)	\$61.74	11/02/18-11/02/18
Mackenzie, Emalee	SWP Biotech Regional Coordination	\$2,037.42	01/14/19-05/22/19
Makino, Mark	ESL 370 Course Participator (BSI)	\$740.88	08/17/18-12/19/18
Man, Gina	AESL 503 Course Participator (BSI)	\$617.40	08/17/18-12/19/18
Marquez, Vanessa	Math Multiple Measures Workshop	\$1,366.00	01/14/19-05/22/19
Mattoon, Mark	AB705 Workshop (30)	\$61.74	11/02/18-11/02/18
Mattoon, Michelle	AB705 Workshop (35)	\$61.74	09/07/18-09/07/18
Meyer, Kurt	AB705 Workshop (47)	\$61.74	11/13/18-11/13/18
Miller, Rachel	AESL 501 Course Participator (BSI)	\$617.40	08/17/18-12/19/18
Monte, Brent	Math Multiple Measures Workshop	\$2,049.00	01/14/19-05/22/19
Nguyen, Pierre	Support Elevate AAPI @ IVC	\$514.50	01/14/19-05/22/19
Nguyen, Tuan	Math Multiple Measures Workshop	\$1,366.00	01/14/19-05/22/19
O'Connor, Vanessa	AB705 Workshop (44)	\$61.74	11/13/18-11/13/18
Pham, Lan	Math Basic Skills Redesign Coord.	\$4,098.00	01/14/19-05/22/19
Phelps, Kelicia	ESL 301 Course Participator (BSI)	\$740.88	08/17/18-12/19/18
Ponzillo, Gizelle	ESL 301 Course Participator (BSI)	\$740.88	08/17/18-12/19/18
Ramirez, Christian	AESL 503 Course Participator (BSI)	\$617.40	08/17/18-12/19/18
Roberts, Katie	AB705 Workshop (32)	\$61.74	11/02/18-11/02/18
Rucker, Nancy	AESL 504 Course Participator (BSI)	\$617.40	08/17/18-12/19/18
Ryals, Kay	AB705 Workshop (50)	\$61.74	11/13/18-11/13/18
Saens, Michael	AESL 505 Course Participator (BSI)	\$617.40	08/17/18-12/19/18
Scherger, Deanna	WR Coreq Co-Coordinator	\$2,049.00	01/14/19-05/22/19
Scherger, Deanna	English Multiple Measures W/Shop	\$2,049.00	01/14/19-05/22/19
Shank, Virginia	AB705 Workshop (45)	\$61.74	11/13/18-11/13/18
Sosa, Christie	AB705 Workshop (46)	\$61.74	09/07/18-09/07/18
Vaught, Karen	Curriculum Director WR399 Project	\$740.88	12/20/18-01/13/19
Vernazza, Daniel	WR 302 Training (BST) 7	\$61.74	11/08/18-11/08/18
Vernazza, Daniel	WR 302 Training (BST) 12	\$61.74	12/06/18-12/06/18
Warner, Brent	ESL 370 Course Coordinator (BSI)	\$1,317.12	08/17/18-12/19/18
Warner, Brent	ESL Multiple Measures Workshop	\$2,049.00	01/14/19-05/22/19
Warner, Brent	ESL 301 Course Participator (BSI)	\$740.88	08/17/18-12/19/18

Exhibit A

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## C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated as indicated below for 2018/2019 fiscal years.

		Not to Exceed		
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date	
Weil, Alex	AB705 Workshop (41)	\$61.74	10/16/18-10/16/18	
Wilson, Jeff	ESL 201 Course Coordinator	\$1,317.12	08/17/18-12/19/18	
Wilson, Jeff	ESL Multiple Measures Workshop	\$2,049.00	01/14/19-05/22/19	
Wright, Nancy	AESL 504 Course Participator (BSI)	\$617.40	08/17/18-12/19/18	
Zilkow, Christina	AESL 502 Course Coordinator (BSI)	\$823.20	08/13/18-12/19/18	
Total for Month: Non-General Fund/Irvine Valley College \$ 63,252.68				

2018-2019 IVC FISCAL YEAR TOTAL TO DATE \$328,195.58

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for 2018/2019 fiscal years.

		Not to Exceed	
<u>Name</u>	Activity	Amount (\$)	Effective Date
Allah, Nancy	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
Beckham, Jack	LVLUP-ENG201 Dept. Facilitation	\$164.64	11/30/18-11/30/18
Beckham, Jack	LVLUP-Acad. Supp. Program	\$82.32	12/07/18-12/07/18
Boustani, Ladi	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
Budica, Jessica	LVLUP- Acad. Supp. Prog. ENG390	\$41.16	11/30/18-11/30/18
Casil, Amy	LVLUP-PD High Impact 3 <sup>rd</sup> W/S	\$82.32	11/30/18-11/30/18
Casil, Amy	LVLUP-Saddleback Peer Academy	\$205.80	11/02/18-11/02/18
Chatham, Lynne	LVLUP-PD High Impact 3 <sup>rd</sup> W/S	\$82.32	11/30/18-11/30/18
Ciavarella, Catherine	LVLUP-PD High Impact 3 <sup>rd</sup> W/S	\$82.32	11/30/18-11/30/18
Cox, Barbara	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
Damm, Kathryn	OER Adoption, PSYC 1	\$500.00	09/01/18-12/05/18
Donaldson, Lindsay	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
Donaldson, Lindsay	LVLUP- High School Outreach	\$370.44	10/12/18-10/19/18
Duffy, Michelle	AVID	\$1,366.00	01/08/19-05/23/19
Dyer, Katy	Faculty RDN & Presenter	\$2,467.00	08/20/18-12/19/18
<sup>1</sup> Eldred, Stacy	AEWD – Faculty Coordination	\$6,832.12	08/20/18-12/19/18
Eldred, Stacy	AEWD – Faculty Coordination	\$12,294.00	01/14/19-05/22/19
Engels, Michael	AVID	\$2,732.00	01/08/19-05/23/19
Engels, Michael	LVLUP- Acad Support Orientation	\$82.32	12/07/18-12/07/18
Frazier, Vanessa	BSI English PLC	\$1,358.28	10/10/18-11/16/18
Gates, Alana	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
Gilman, Bruce	AVID	\$1,366.00	01/08/19-05/23/19
Golden, Jennifer	TPP Team Prof. Development	\$515.00	08/20/18-12/19/18
Gonzalez, Sara	LVLUP- Acad. Supp. Prog. ENG390	\$41.16	11/30/18-11/30/18
Gonzalez, Sara	LVLU-AHE Outreach	\$288.12	12/14/18-12/14/18
Gonzalez, Sara	BSI English PLC	\$864.36	10/10/18-11/16/18

<sup>&</sup>lt;sup>1</sup> Amendment to original stipend request approved on September 24, 2018 Board agenda for \$6,833.00. New revised amount is \$13,665.12. Seeking approval for difference as shown above increasing original amount by \$6,832.12.

Exhibit A

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## C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for 2018/2019 fiscal years.

	2	Not to Exceed	
<u>Name</u>	Activity	Amount (\$)	Effective Date
Gonzalez, Sara	LVLUP-AHE Outreach	\$740.88	09/14/18-11/02/18
Gonzalez, Sara	LVLUP- Acad Support Orientation	\$82.32	12/07/18-12/07/18
	LVLUP- Acad. Supp. Prog.		
Goulding, Carrie	ENG390	\$41.16	11/30/18-11/30/18
Green, Denise	LVLUP- Acad Support Orientation	\$82.32	12/07/18-12/07/18
Gronnerud, Kathleen	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
Hoggatt, Michael	OER Adoption, SPS 325	\$500.00	09/01/18-12/05/18
Hoida Mulholland,			
Bridget	LVLUP-ENG201 Dept. PD	\$82.32	11/30/18-11/30/18
Hoida Mulholland,	LVLUP- Acad. Supp. Prog.		
Bridget	ENG390	\$41.16	11/30/18-11/30/18
Hoolihan, Lori	MGR/Coordinator DS for Athletes	\$600.00	08/20/18-12/19/18
Jenkins, Tina	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
Jenkins, Tina	AVID	\$5,464.00	01/08/19-05/23/19
Jennison, Elizabeth	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
Kaefer, Kenneth	LVLUP-PD High Impact 3 <sup>rd</sup> W/S	\$82.32	11/30/18-11/30/18
Kaefer, Kenneth	LVLUP- Acad Support Orientation	\$82.32	12/07/18-12/07/18
Kihyet, Connie	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
Knapp, Rebecca	CWE Enhancement Lead	\$5,103.84	11/14/18-12/19/18
Kramer, Kathryn	LVLUP-Saddleback Peer Academy	\$41.61	11/02/18-11/02/18
Long, Clifton	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
<sup>2</sup> Luke, Gary	LVLUP-Saddleback Peer Academy	\$205.80	10/05/18-10/05/18
Luke, Gary	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
Major, James	CTE Non-Credit Curriculum Coor.	\$1,234.80	11/12/18-12/19/18
McCleave, Sumaya	BSI Community Pract. Course	\$493.92	10/05/18-11/27/18
Medling, Jane	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
Morrison, Anna	LVLUP-PD High Impact 3 <sup>rd</sup> W/S	\$82.32	11/30/18-11/30/18
Moussatche, Sierra	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
Murray, Peter	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
Murray, Peter	AVID	\$4,098.00	01/08/19-05/23/19
Myhren, Brett	LVLUP-AHE Outreach	\$123.48	11/09/18-11/09/18
Myhren, Brett	LVLUP-PD High Impact 3 <sup>rd</sup> W/S	\$82.32	11/30/18-11/30/18
Ochi, Shellie	LVLUP-ENG201 Dept. PD	\$82.32	11/30/18-11/30/18
	LVLUP- Acad. Supp. Prog.		
Ochi, Shellie	ENG390	\$41.16	11/30/18-11/30/18
Ochi, Shellie	LVLUP- Acad Support Orientation	\$82.32	12/07/18-12/07/18
Peck, Paris	BSI CPR Retreat Lead	\$123.48	10/25/18-12/07/18
Peterson, Eric	BSI English PLC	\$1,358.28	10/10/18-11/16/18
Quinlan, Emily	AVID	\$1,366.00	01/08/19-05/23/19
Quinlan, Emily	Presentation at CCCCREEC Conf.	\$150.00	09/28/18-09/28/18
Rachman, Jennifer	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18

<sup>&</sup>lt;sup>2</sup> Correction to December 10, 2018 Board agenda. Amount listed incorrectly as \$82.32; corrected amount is \$205.80. Difference of \$123.48 is included in the YTD total.

Exhibit A

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

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for 2018/2019 fiscal years.

	·	Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
Raynesford, Kim	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
Sanders, Carole	HIT Coding Specialist	\$4,500.00	07/01/18-08/10/18
Sanders, Carole	HIT Coding Specialist	\$1,995.00	11/01/18-11/30/18
Sanders, Carole	HIT Coding Specialist	\$1,995.00	01/14/19-02/28/19
	CCC Real Estate Education Center		
Schermerhorn, Brock	Co-Director	\$2,750.00	08/20/18-12/11/18
	CCC Real Estate Education Center		
Schermerhorn, Brock	Co-Director	\$2,750.00	01/14/19-05/14/19
Shaffer, Gina	LVLUP-ENG201 Dept. PD	\$82.32	11/30/18-11/30/18
Shaffer, Gina	LVLUP- Acad. Supp. Prog. ENG390	\$41.16	11/30/18-11/30/18
Shaw, Kat	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
Teh, Steve	OER Adoption, BIO 4B	\$500.00	09/01/18-11/21/18
Toscano, Laura	LVLUP- Acad Support Orientation	\$82.32	12/07/18-12/07/18
Tran, Aimee	V-CAT Project, TES Articulation	\$1,234.80	08/20/18-12/19/18
	CCC Real Estate Education Center		
Welc, Martin	Co-Director	\$2,750.00	08/20/18-12/11/18
	CCC Real Estate Education Center		
Welc, Martin	Co-Director	\$2,750.00	01/14/19-05/14/19
Whynaught, Jeffrey	LVLUP-PD High Impact 3 <sup>rd</sup> W/S	\$82.32	11/30/18-11/30/18
Wilson, Steve	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
Wolff, Michele	LVLUP-Saddleback Peer Academy	\$61.74	11/02/18-11/02/18
Yeganehshakib, Reza	LVLUP-AHE Outreach	\$123.48	11/06/18-11/06/18
Yeganehshakib, Reza	LVLUP-Saddleback Peer Academy	\$82.32	11/02/18-11/02/18
Zaino-Hall, Rebecca	AEWD – Faculty Coordination	\$2,732.00	01/14/19-05/22/19
Zemanek, Erika	LVLUP- Acad Support Orientation	\$82.32	12/07/18-12/07/18
Zimmerman, Ray	LVLUP-ENG201 Dept. PD	\$82.32	11/30/18-11/30/18
	· •		·

Total for Month: Non-General Fund/Saddleback College 2018-2019 SC FISCAL YEAR TOTAL TO DATE \$ 80,445.87 \$ 331,735.59

## D. <u>CHANGE OF STATUS</u>

 VALDEZ, DEANNA, ID #017292, Mathematics Instructor, Pos. #P0004339, Academic Faculty Salary Range V, Step 9, Division of Math, Science & Engineering, Saddleback College has requested a voluntary lateral transfer to Mathematics Instructor, Division of Math, Science & Engineering, Irvine Valley College, Academic Faculty Salary Range V, Step 9, effective August 12, 2019, per the Academic Master Agreement 2015-2018, Article XIX, section I.

#### E. WORKLOAD BANKING

 KNOLL, MELISSA, ID #17040, English (Basic Skills) Instructor, Pos. #P0004192, School of Humanities and Languages & Learning Resources, Irvine Valley College, is requesting a banked workload leave for the Spring Semester 2019, based on the equivalent of 5 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2015-2018, in compliance with the Workload Banking Program.

#### F. ADMINISTRATOR CONTRACT EXTENSIONS

1. The following South Orange County Community College District Administrator(s) are to receive the specified contract extension, effective July 1, 2019. (Exhibit B)

Administrator	Assignment	<u>Salary</u> Placement	<u>Contract</u> Term/Yr.
	Director of Research, Planning and Accreditation	19/4	06/20/2021
Loris Fagioli	Accreditation	19/4	06/30/2021

### G. <u>REORGANIZATION</u>

- 1. IRVINE VALLEY COLLEGE seeks authorization to eliminate and create the following Academic Administrator positions, within its organization as defined by Title 5 Education Code, Sections (a), (b), and (c) Recruitment 53021.
  - a. **ELIMINATE** DEAN OF ECONOMIC AND WORKFORCE DEVELOPMENT AND INTEGRATED DESIGN, ENGINEERING AND AUTOMATION, Pos. #P0004870, Office of Instruction, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 22, full-time, 40 hours per week, 12 months per year;

**ELIMINATE** ASSISTANT DEAN, NON-CREDIT, ADULT AND COMMUNITY EDUCATION AND AEBG (CATEGORICALLY FUNDED), Pos. #P0013222, Office of Instruction, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 20, full-time, 40 hours per week, 12 months per year;

**CREATE** DEAN OF CAREER AND CONTINUING EDUCATION AND INTEGRATED DESIGN, ENGINEERING AND AUTOMATION (CATEGORICALLY FUNDED), Pos. #P0014793, Office of Instruction, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 22, full-time, 40 hours per week, 12 months per year, effective December 1, 2018. <u>This position was approved by the Chancellor on November 20, 2018</u>.

i. PROMOTE DEBRA L. VANSCHOELANDT, ID #022866, from ASSISTANT DEAN, NON-CREDIT, ADULT AND COMMUNITY EDUCATION AND AEBG (CATEGORICAL), Pos. #P0013222, Office of Instruction, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 20, Step 2 at \$11,749 per month, full-time, 40 hours per week, 12 months per year; to DEAN OF CAREER AND CONTINUING EDUCATION AND INTEGRATED DESIGN, ENGINEERING AND AUTOMATION (CATEGORICALLY FUNDED), Pos. #P0014793, Office of Instruction, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 22, Step 2 at \$12,952 per month, full-time, 40 hours per year, effective December 1, 2018.

### H. <u>RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT</u>

1. ZUCKER, RICHARD F., ID # 001128, Mathematics Instructor Position #P0001733, Math, Computer Science and Engineering, Irvine Valley College, retirement effective December 22, 2018. Payment is authorized for any compensated time off. (Start date: August 20, 1979).

## AMENDMENT TO CONTRACT OF EMPLOYMENT BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND DR. JIM BUYSSE

**THIS AMENDMENT** is made and entered into this 1st day of February 2019, by and between the South Orange County Community College District ("District" or "Board") and Dr. Jim Buysse ("Dr. Buysse").

#### Paragraph 1. of the Contract is hereby amended to the following:

"1. <u>Interim Vice President of Academic Services, Saddleback College.</u> Dr. Buysse is hereby employed for a period commencing on February 1, 2019 and ending on February 28, 2019 or sooner, as the Interim Vice President of Academic Services for Saddleback College. Interim Vice President is an academic employee as defined in Education Code Sections 87001(a), and an educational administrator or student services administrator as defined in Education Code section 87002(b), and a management employee as defined by Government Code Section 3540.1(g)."

### Paragraph 4. of the Contract is hereby amended to the following:

"4. <u>Salary/Stipends</u>. For the term of his employment as Interim Vice President, Saddleback College, Dr. Buysse shall be paid at Range 25, Step 8, \$241,116 per annum (\$20,093 per month)."

Except as expressly provided in this Amendment, all other provisions of the Agreement are unchanged and shall remain in effect.

This Amendment to Contract of Employment is hereby agreed to:

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

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

Dr. Kathleen Burke Chancellor South Orange County Community College District

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

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

Jim Buysse Interim Vice President Saddleback College



Office of Human Resources

# AGREEMENT FOR EMPLOYMENT OF DEAN OF SOCIOLOGY AND BEHAVIORAL SCIENCES SADDLEBACK COLLEGE BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND CHRISTINA HINKLE

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of January, 2019, 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 Christina Hinkle (hereinafter "Ms. Hinkle").

IT IS HEREBY AGREED AS FOLLOWS:

1. <u>Dean of Sociology and Behavioral Sciences</u>. Ms. Hinkle is hereby employed for a period commencing on January 1, 2019, and ending on June 30, 2021, as the Dean of Sociology and Behavioral Sciences at the District's Saddleback College campus. Dean of Sociology and Behavioral Sciences is an academic employee as defined in Education Code Section 87001(a), and an educational administrator or student services 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. Hinkle shall perform all of the powers and duties of the position of Dean of Sociology and Behavioral Sciences 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. Hinkle may be transferred or assigned to any duties or positions for which he 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 Sociology and Behavioral Sciences shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 4, \$171,348 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 Dean of Sociology and Behavioral Sciences' 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. Hinkle shall be required to render 12 months of full and regular service (243 days) to the District during each annual period covered by this Agreement, or any successor. Ms. Hinkle shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Ms. Hinkle 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. Hinkle may accrue vacation days up to a maximum of forty-eight (48) days. Once she reaches this maximum amount, she will cease to accrue additional vacation benefits until his balance falls below the maximum amount. Upon termination or expiration of this Agreement, Ms. Hinkle 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 Vice President of Instruction, Saddleback College.

## 6. <u>Performance Evaluations</u>.

6.1 The Vice President of Instruction, Saddleback College will provide Ms. Hinkle with periodic opportunities to discuss the Vice President/Dean relationship.

6.2 The Vice President of Instruction, Saddleback College will set Ms. Hinkles goals for each 12month period by June 20 of each college year. Ms. Hinkles performance in achieving those goals and carrying out his other duties will be evaluated by the Vice President of Instruction, Saddleback College by October 20 of that college year.

## 7. <u>Expenses and Required Memberships</u>.

7.1 The District shall reimburse Ms. Hinkle, 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. Hinkle in the performance of the duties of Dean of Sociology and Behavioral Sciences.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. Hinkle for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Ms. Hinkle with a monthly stipend of \$250 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. <u>Fringe Benefits</u>. The District shall provide to Ms. Hinkle 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, Ms. Hinkle, 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, 72411.5, and 87458. If the Board determines to exercise its right to not renew this Agreement the Board shall send the Dean of Sociology and Behavioral Sciences 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 Dean of Sociology and Behavioral Sciences, 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 87660 *et seq.* and Sections 87732 *et seq.* 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 Dean of Sociology and Behavioral Sciences 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 Sociology and Behavioral Sciences shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Sociology and Behavioral Sciences may, at her own expense, be represented at this meeting by counsel of his choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Dean of Sociology and Behavioral Sciences, provide the Dean of Sociology and Behavioral Sciences with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Sociology and Behavioral Sciences shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Sociology and Behavioral Sciences shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Ms. Hinkle 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 Ms. Hinkle 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 2, Step 4 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 Sociology and Behavioral Sciences with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Sociology and Behavioral Sciences 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. Hinkle'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

Dated \_\_\_\_\_

by\_\_\_\_\_ Dr. Kathleen Burke Chancellor South Orange County Community College District

Dated \_\_\_\_\_

by\_\_\_\_\_ Christina Hinkle Dean of Sociology and Behavioral Sciences Saddleback College



Office of Human Resources

# AGREEMENT FOR EMPLOYMENT OF ACTING ASSISTANT DEAN OF HEALTH SCIENCES AND HUMAN SERVICES/DIRECTOR OF NURSING SADDLEBACK COLLEGE BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND BARBARA HUGGINS

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 7th day of January, 2019, 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 Ms. Barbara Huggins (hereinafter "Ms. Huggins").

## IT IS HEREBY AGREED AS FOLLOWS:

1. <u>Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing</u>. Ms. Huggins is hereby employed as Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing at the District's Saddleback College campus for a period of time commencing on January 7, 2019, and ending on June 30, 2020, or sooner. The Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing is an academic employee as defined in Education Code Section 87001(a), and an educational administrator or student services 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. Huggins shall perform all of the powers and duties of the position of Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing 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. Huggins 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 Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing shall be paid at Range 20, Step 4, \$155,424 per annum, of the Academic and Classified Administrators/Classified Managers Salary Schedule. The salary shall be paid in equal monthly installments for the duration of the Agreement. The Board reserves the right to increase the Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing's 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>. Ms. Huggins shall be required to render 12 months of full and regular service (243 days) to the District during each annual period covered by this Agreement, or any successor. Ms. Huggins shall accrue one day of sick leave for each full month of employment during the term of the Agreement. Ms. Huggins 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. Huggins may accrue vacation days up to a maximum of forty-eight (48) days. Once Ms. Huggins 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. Huggins 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 Dean of Health Sciences and Human Services.

### 6. <u>Performance Evaluations</u>.

6.1 The Dean of Health Sciences and Human Services will provide Ms. Huggins with periodic opportunities to discuss the Dean/Assistant Dean relationship.

6.2 The Dean of Health Sciences and Human Services will set Ms. Huggins' goals for the 12month period by June 20 of each college year. The Dean will evaluate Ms. Huggins' performance in achieving those goals and carrying out her other duties by June 20 of that academic year.

## 7. <u>Expenses and Required Memberships</u>:

7.1 The District shall reimburse Ms. Huggins, 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. Huggins in the performance of the duties of Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing at Saddleback College.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. Huggins for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Ms. Huggins with a monthly stipend of \$125 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. <u>Fringe Benefits</u> The District shall provide to Ms. Huggins, 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. Huggins, 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 31<sup>st</sup> of any final year of any extension of this contract, the Board shall advise Ms. Huggins 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. Huggins, this Agreement will terminate effective at the close of business on June 30, 2020If 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 Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing 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 Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing 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 Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing, provide the Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Ms. Huggins 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 Ms. Huggins 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 Class IV, Step 5 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 Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing shall receive an amount equivalent to not more than twelve (12) 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. Huggins' 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\_\_\_

Dated \_\_\_\_\_

Dr. Kathleen Burke Chancellor South Orange County Community College District

by\_\_\_\_\_

Barbara Huggins Acting Assistant Dean of Health Sciences and Human Services/Director of Nursing Saddleback College Dated \_\_\_\_\_



Office of Human Resources

# AGREEMENT FOR EMPLOYMENT OF ATHLETICS DIRECTOR/ASSISTANT DEAN OF KINESIOLOGY AND ATHLETICS SADDLEBACK COLLEGE BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND RANDY TOTORP

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this twenty eighth day of January, 2019, 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 Randy Totorp (hereinafter "Mr. Totorp").

# IT IS HEREBY AGREED AS FOLLOWS:

1. <u>Athletics Director/Assistant Dean of Kinesiology and Athletics</u>. Mr. Totorp is hereby employed for a period commencing on January 28, 2019, and ending on June 30, 2021, as the Athletics Director/Assistant Dean of Kinesiology and Athletics at the District's Saddleback College campus. Athletics Director/Assistant Dean of Kinesiology and Athletics is an academic employee as defined in Education Code Section 87001(a), and an educational administrator or student services 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>. Mr. Totorp shall perform all of the powers and duties of the position of Athletics Director/Assistant Dean of Kinesiology and Athletics at Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Mr. Totorp may be transferred or assigned to any duties or positions for which he 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 Athletics Director/Assistant Dean of Kinesiology and Athletics shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 20, Step 4, \$155,424 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 Athletics Director/Assistant Dean of Kinesiology and Athletics' 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>. Mr. Totorp shall be required to render 12 months of full and regular service (243 days) to the District during each annual period covered by this Agreement, or

any successor. Mr. Totorp shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Mr. Totorp 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. Mr. Totorp may accrue vacation days up to a maximum of forty-eight (48) days. Once he reaches this maximum amount, he will cease to accrue additional vacation benefits until his balance falls below the maximum amount. Upon termination or expiration of this Agreement, Mr. Totorp shall be entitled to compensation for unused and accrued vacation days at his 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 Dean of Kinesiology and Athletics.

### 6. <u>Performance Evaluations</u>.

6.1 The Dean of Kinesiology and Athletics will provide Mr. Totorp with periodic opportunities to discuss the Dean/Assistant Dean's relationship.

6.2 The Dean of Kinesiology and Athletics will set Mr. Totorp's goals for each 12-month period by June 20 of each college year. Mr. Totorp's performance in achieving those goals and carrying out his other duties will be evaluated by the Dean of Kinesiology and Athletics by October 20 of that college year.

### 7. Expenses and Required Memberships.

7.1 The District shall reimburse Mr. Totorp, 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 Mr. Totorp in the performance of the duties of Athletics Director/Assistant Dean of Kinesiology and Athletics.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Mr. Totorp for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Mr. Totorp with a monthly stipend of \$125 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. <u>Fringe Benefits</u>. The District shall provide to Mr. Totorp and his 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, Mr. Totorp, his 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, 72411.5, and 87458. If the Board determines to exercise its right to not renew this Agreement, the Board shall send the Athletics Director/Assistant Dean of Kinesiology and Athletics 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 Athletics Director/Assistant Dean of Kinesiology and Athletics, 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 87660 *et seq.* and Sections 87732 *et seq.* 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 Athletics Director/Assistant Dean of Kinesiology and Athletics 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 Athletics Director/Assistant Dean of Kinesiology and Athletics shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Athletics Director/Assistant Dean of Kinesiology and Athletics may, at his own expense, be represented at this meeting by counsel of his choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Athletics Director/Assistant Dean of Kinesiology and Athletics, provide the Athletics Director/Assistant Dean of Kinesiology and Athletics with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Athletics Director/Assistant Dean of Kinesiology and Athletics shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Athletics Director/Assistant Dean of Kinesiology and Athletics shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Mr. Totorp has not previously acquired tenure in the District as a faculty member, he 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, he will be placed on Range 2, Step 1 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 Athletics Director/Assistant Dean of Kinesiology and Athletics with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Athletics Director/Assistant Dean of Kinesiology and Athletics and 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 Mr. Totorp'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	Dated
Dr. Kathleen Burke	

Dr. Kathleen Burke Chancellor South Orange County Community College District

by\_\_\_\_\_ D

Dated \_\_\_\_\_

Randy Totorp Athletics Director/Assistant Dean of Kinesiology and Athletics Saddleback College



Office of Human Resources

# AGREEMENT FOR EMPLOYMENT OF DIRECTOR OF RESEARCH, PLANNING AND ACCREDITATION IRVINE VALLEY COLLEGE BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND DR. LORIS FAGIOLI

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2019, 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. Loris Fagioli (hereinafter "Dr. Fagioli").

# IT IS HEREBY AGREED AS FOLLOWS:

1. <u>Director of Research, Planning and Accreditation</u>. Dr. Fagioli is hereby employed for a period of time commencing on July 1, 2019, and ending on June 30, 2021, as the Director of Research, Planning and Accreditation at the District's Irvine Valley College campus. Director of Research, Planning and Accreditation is an academic employee as defined in Education Code Section 87001(a), and an educational administrator or student services 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. Fagioli shall perform all of the powers and duties of the position of Director of Research, Planning and Accreditation at Irvine Valley College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. Fagioli may be transferred or assigned to any duties or positions for which he 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 Director of Research, Planning and Accreditation shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 19, Step 4, \$151,704 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 Director of Research, Planning and Accreditation' 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>. Dr. Fagioli shall be required to render 12 months of full and regular service (243 days) to the District during each annual period covered by this Agreement, or any successor. Dr. Fagioli shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. Fagioli 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. Fagioli may accrue vacation days up to a maximum of forty-eight (48) days. Once he reaches this maximum amount, he will cease to accrue additional vacation benefits until his balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. Fagioli shall be entitled to compensation for unused and accrued vacation days at his 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 Vice President for Instruction.

# 6. <u>Performance Evaluations</u>.

6.1 The Vice President for Instruction will provide Dr. Fagioli with periodic opportunities to discuss the Vice President/Director's relationship.

6.2 The Vice President for Instruction will set Dr. Fagioli's goals for each 12-month period by June 20 of each college year. Dr. Fagioli's performance in achieving those goals and carrying out his other duties will be evaluated by the Vice President for Instruction by October 20 of that college year.

# 7. <u>Expenses and Required Memberships</u>.

7.1 The District shall reimburse Dr. Fagioli, 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. Fagioli in the performance of the duties of Director of Research, Planning and Accreditation.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Fagioli for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Dr. Fagioli with a monthly stipend of \$125 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. <u>Fringe Benefits</u>. The District shall provide to Dr. Fagioli and his 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, Dr. Fagioli, his 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, 72411.5, and 87458. If the Board determines to exercise, its right to not renew this Agreement the Board shall send the Director of Research, Planning and Accreditation 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 Director of Research, Planning and Accreditation, 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 87660 *et seq.* and Sections 87732 *et seq.* 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 Director of Research, Planning and Accreditation 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 Director of Research, Planning and Accreditation shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Director of Research, Planning and Accreditation may, at his own expense, be represented at this meeting by counsel of his choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Director of Research, Planning and Accreditation, provide the Director of Research, Planning and Accreditation with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Director of Research, Planning and Accreditation shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Director of Research, Planning and Accreditation shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Fagioli has not previously acquired tenure in the District as a faculty member, he 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, he will be placed on Range V, Step 1 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 Director of Research, Planning and Accreditation with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Director of Research, Planning and Accreditation 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. Fagioli' 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\_\_\_\_\_

Dated \_\_\_\_\_

Dr. Kathleen Burke Chancellor South Orange County Community College District

by\_\_\_\_\_

Dated

Dr. Loris Fagioli Director of Research, Planning and Accreditation Irvine Valley College

\_\_\_\_\_

**TO:** Board of Trustees

- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Faculty Conversion to Canvas One-Time Stipends

ACTION: Ratification

# BACKGROUND

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

# <u>STATUS</u>

Those academic employees' personnel actions (Canvas Conversion one-time stipend) shown in Exhibit A are presented to the Board of Trustees for ratification to be effective on the dates as shown on the Exhibit.

# **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the academic employee personnel actions as shown in Exhibit A.

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

#### A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND

 It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated as indicated below for the Canvas Conversion (IVC converted beginning Fall 2016) - 2016/2017, 2017/2018 and 2018/2019 fiscal years.

2017/2010 and 2010/2	or insear years.		
		Not to Exceed	
Name	<u>Activity</u>	Amount (\$)	Effective Date
Cassens, Michael	Canvas Conversion, Hybrid	\$2,500.00	08/20/18-12/19/18
Grimm, Amy	Canvas Conversion Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Hollenbaugh, Robert	Canvas Conversion, Online	\$5,000.00	01/17/17-05/25/17
Lombardi, Deborah	Canvas Conversion, Web-Enhanced	\$1,000.00	08/22/16-12/16/16
Rudolph, Shari	Canvas Conversion, Hybrid	\$2,500.00	08/20/18-12/19/18
Tchaikovsky, Bennet	Canvas Conversion, Wed-Enhanced	\$1,000.00	08/22/16-12/16/16
January 22, 2019	<b>IVC Canvas Conversion</b>	\$ 13,000.00	
December 10, 2018	<b>IVC Canvas Conversion</b>	-	
November 19, 2018	<b>IVC Canvas Conversion</b>	-	
October 29, 2018	<b>IVC Canvas Conversion</b>	37,000.00	
September 24, 2018	<b>IVC Canvas Conversion</b>	17,000.00	
August 27, 2018	<b>IVC Canvas Conversion</b>	45,500.00	
July 30, 2018	<b>IVC Canvas Conversion</b>	35,500.00	
June 25, 2018	<b>IVC Canvas Conversion</b>	163,000.00	
May 21, 2018	<b>IVC Canvas Conversion</b>	145,000.00	
April 30, 2018	<b>IVC Canvas Conversion</b>	50,500.00	
March 26, 2018	<b>IVC Canvas Conversion</b>	-	
			_
	TOTAL TO DATE:	\$506,500.00	

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for the Canvas Conversion (SC converted beginning Fall 2017) - 2017/2018 and 2018/2019 fiscal years.

		Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
Barr, Douglas	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Briano, Teresa	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Brooks, Taylor	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Casey, Hollis	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
DeDonno, Tom	Canvas Conversion, Online	\$5,000.00	08/21/17-12/20/17
Duong, Nancy	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Eaton, George	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/12/18
Griswold, Warner	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Lawson, Anne	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Levine, Joel	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18

# A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND - Continued

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for the Canvas Conversion (SC converted beginning Fall 2017) - 2017/2018 and 2018/2019 fiscal years.

		Not to Exceed	
Name	<u>Activity</u>	Amount (\$)	Effective Date
Lopp, Mari	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
McBride, Lori	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Meshkin, Nahid	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Nelson, Candy	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Perry, Guy Matthew	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Robles, Dolores	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Sandoval Martinez,			
Gabriela	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Shults, Maryanne	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Sloves, Samuel	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Tomlinson,			
Christopher	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Woolgar, David	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18

January 22, 2019	SC Canvas Conversion	\$ 41,000.00
December 10, 2018	SC Canvas Conversion	14,000.00
November 19, 2018	SC Canvas Conversion	20,000.00
October 29, 2018	SC Canvas Conversion	190,500.00
September 24, 2018	SC Canvas Conversion	56,500.00
August 27, 2018	SC Canvas Conversion	184,000.00
July 30, 2018	SC Canvas Conversion	63,500.00
June 25, 2018	SC Canvas Conversion	116,000.00
May 21, 2018	SC Canvas Conversion	58,000.00
April 30, 2018	SC Canvas Conversion	73,000.00
March 26, 2018	SC Canvas Conversion	177,000.00
	TOTAL TO DATE:	\$993,500.00

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Classified Personnel Actions Regular Items
- ACTION: Ratification

# BACKGROUND

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

# <u>STATUS</u>

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

# 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. HYLAND, JEFFERY is to be employed as Media Production Specialist, Pos. #P0004986, Marketing and Creative Services, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 136, Step 2, 40 hours per week, 12 months per year, effective August 13, 2018.
  - b. KITTRELL, CHRISTOPHER W. is to be employed as Senior Laboratory Technician, Performing Arts, Pos. #P0002143, Theatre Arts, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 130, Step 3, 40 hours per week, 12 months per year, effective December 3, 2018.
  - c. LIN, MANDY is to be employed as Creative Services Lead, Pos. #P0009410, Marketing and Creative Services, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 142, Step 3, 40 hours per week, 12 months per year, effective January 9, 2019.
  - d. WYCHE, SONJA is to be employed as Office Assistant, Pos. #P0013697, Faculty Center for Student Success, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 3, 40 hours per week, 12 months per year, effective December 3, 2018. The Chancellor approved this position on June 7, 2018.

#### B. <u>REORGANIZATION/RECLASSIFICATION</u>

- 1. SADDLEBACK COLLEGE seeks authorization to reclassify, eliminate and replace with the following classified positions, within their organization as defined by Title 5 Education Code, Sections (a), (b), and (c) Recruitment 53021.
  - a. RECLASSIFY SENIOR GRAPHIC DESIGNER/PUBLICATIONS EDITOR, Pos. #P0004720, Public Information and Marketing, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 136, full-time, 40 hours per week, 12 months per year; TO CREATIVE SERVICES LEAD, Pos. #P0004720, Public Information and Marketing, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 142, full-time, 40 hours per week, 12 months per year, effective July 1, 2018. <u>This position was approved by the Chancellor or designee on November 13, 2018</u>.
    - i. **PROMOTE** DONNA MARIE PRIBYL, ID #014728, from Senior Graphic Designer/Publications Editor, Pos. #P0004720, Public Information and Marketing, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 136, Step 7, full-time, 40 hours per week, 12 months per year; to Creative Services Lead, Pos. #P0004720, Public Information and Marketing, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 142, Step 4, full-time, 40 hours per week, 12 months per year, effective July 1, 2018.

#### C. <u>CHANGE OF STATUS</u>

1. SADDLEBACK COLLEGE (SC): <u>CLASSIFIED CHANGE IN EMPLOYMENT STATUS</u> (Information Items – Pursuant to Board Policy 4002.1)

	Assignment	Assignment	Range/		Effective
Name	From	To	Step	Hours	Date
England, Leah	P0004774,	P0003541, Senior	127/3	40	12/03/2018
-	Administrative	Administrative			
	Assistant	Assistant			
<sup>1</sup> Lozano, Brenda	P0003519,	P0004907, Outreach	117/2	40	12/10/2018
	Office Assistant	Assistant			

- **D.** <u>OUT OF CLASS ASSIGNMENTS</u> FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR)
  - 1. IRVINE VALLEY COLLEGE **returned** the following permanent classified employee(s) from (a) temporary, out of class and/or interim assignment(s), back to their permanent assignment(s).

	Permanent	Temporary	Range/		Effective
Name	Assignment	Assignment	Step	Hours	Date
Burnett,	P0003137, Lead	P0013517, Night	119/7	40	12/01/2018
Richard Carl	Custodian	Facilities			
		Operations			
		Supervisor			
Nguyen, Vinh	P0005657, Research	P0013830, Senior	138/4	40	12/13/2018
	and Planning	Research and			
	Analyst	Planning Analyst			
Osuna, Alfredo	P0003956, HVAC	P0013259, Senior	128/7	40	12/01/2018
	Technician	HVAC Technician			
Sweeney,	P0004840, Graphic	P0013715,	126/4	40	11/26/2018
Lindsey	Designer/Production	Graphic Designer			
	Technician				
Wilhelm,	P0005237, Graphic	P0013669,	130/6	40	11/26/2018
Melinda	Designer	Creative Services			
		Lead			

2. SADDLEBACK COLLEGE **returned** the following permanent classified employee(s) from (a) temporary, out of class and/or interim assignment(s), back to their permanent assignment(s).

	Permanent	Temporary	Range/		Effective
Name	Assignment	Assignment	Step	Hours	Date
Baldwin II,	P0003290,	P0013854, Senior	121/7	40	12/13/2018
James R.	Administrative	Administrative			
	Assistant	Assistant			

<sup>&</sup>lt;sup>1</sup> Related to Yvonne Belardes, Office Assistant, Saddleback College.

- **D.** <u>**OUT OF CLASS ASSIGNMENTS**</u> FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR) Continued
  - 2. SADDLEBACK COLLEGE **returned** the following permanent classified employee(s) from (a) temporary, out of class and/or interim assignment(s), back to their permanent assignment(s).

Name	Permanent	Temporary	Range/	Hours	Effective
	Assignment	Assignment	Step		Date
Chacon, Elsa	P0003946,	P0013551,	116/4	40	12/01/2018
	Admissions and	Admissions and			
	Records	Records			
	Specialist I	Specialist II			
Guajardo,	P0003547,	P0013541,	120/5	40	12/01/2018
Zachary	Admissions and	Senior			
	Records	Admissions and			
	Specialist II	Records			
	_	Specialist			
McHenry,	P0004737,	P0013865,	22/2	40	12/14/2018
Erin	Director, Annual	Executive			
	Giving and	Director of			
	Development	College			
	Services	Foundation			

- **E.** <u>**OUT OF CLASS ASSIGNMENTS**</u> FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC.
  - 1. IRVINE VALLEY COLLEGE **returned** the following permanent classified employee(s) from (a) temporary, out of class and/or acting assignment(s), back to their permanent assignment(s).

	Permanent	Temporary	Range/		Effective
<u>Name</u>	<u>Assignment</u>	<u>Assignment</u>	<u>Step</u>	Hours	Date
Vyrak, Vikyra	P0005003, Public	P0014558, Police	113/6	40	11/26/2018
	Safety Assistant	Services Specialist			

2. DISTRICT SERVICES **returned** the following permanent classified employee(s) from (a) temporary, out of class and/or acting assignment(s), back to their permanent assignment(s).

	Permanent	Temporary	Range/		Effective
Name	Assignment	Assignment	Step	Hours	Date
Emmil-Lugo,	P0004463, Human	P0014082, Human	121/4	40	11/26/2018
Alison	<b>Resources Assistant</b>	<b>Resources Specialist</b>			

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

		Resignation	Retirement
Name	Position Title	Date	Date
Duran Herwehe,	Child Development Specialist/SC		
Lucia Renee		12/30/2018	12/31/18
Gil, Chantelle	Office Assistant/SC		
Alisha		01/13/2019	N/A
Torres, Rocio	Laboratory Assistant/SC	12/19/2018	N/A
Yang, Ji	Admissions and Records Specialist I/IVC	12/11/2018	N/A

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Non-Bargaining Unit 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 achieving the goals of the District while supporting and assisting students with respect to their educational goals.

# RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the non-bargaining unit personnel actions as shown in Exhibits A and B.

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

#### NON-BARGAINING UNIT PERSONNEL ACTIONS/RATIFICATIONS

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

1. 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)

		Hourly	
Name	<u>Classification</u>	Rate (\$)	Start Date
Andres, Dexter	Graphic Designer/Product.Tech./IVC	26.95	11/28/18-06/30/19
Collins, Christopher	Senior Laboratory Technician, Art/SC	29.75	01/14/19-06/30/19
Favreau, John	Senior Laboratory Technician Performing	29.75	12/03/18-06/30/19
	Arts/IVC		
Garcia, Santos	Police Officer/SC	38.32	11/30/18-06/30/19
Gonzalez, Anali	Library Assistant I/IVC	20.54	11/20/18-06/30/19
Hill, Samantha	Student Developmnt Office Asst/IVC	23.82	12/10/18-06/30/19
Lee, Adriana	Senior Fiscal/Veterans Specialist/SC	29.75	12/05/18-06/30/19
Martinez Campos, Omar	Custodian/SC	19.55	11/30/18-06/30/19
Reno, Felicia	Library Assistant I/IVC	20.54	12/04/18-06/30/19
Yi, Young	Library Assistant I/IVC	20.54	11/20/18-06/30/19

The following individuals are to be employed as Short-Term (Temporary) positions for the 2018/2019 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	
Name	Position	Rate $(\$)$	Start/End Date
Barr, Jessica	Project Specialist/SC	25.00	11/30/18-06/30/19
Cacace, Lauren	TMD (Theatre, Music and Dance) Aide/SC	12.50	12/10/18-06/30/19
Carpio, Kevinz	Project Specialist/SC	25.00	11/30/18-06/30/19
Carranco Rodriguez, Ana	Project Specialist/SC	12.50	12/15/18-06/30/19
Castro, Anne-Brigitte	TMD (Theatre, Music and Dance) Aide/SC	12.50	12/10/18-06/30/19
Domingo, Mitchell	TMD (Theatre, Music and Dance) Aide/IVC	14.00	11/26/18-06/30/19
Dominick, Halsie	Project Specialist/SC	15.00	11/26/18-06/30/19
Forouzan, Ghazal	TMD (Theatre, Music and Dance) Aide/IVC	20.00	12/03/18-06/30/19
Hermanson, Christian	TMD (Theatre, Music and Dance) Aide/SC	12.50	12/10/18-06/30/19
Morrow, Corbin	TMD (Theatre, Music and Dance) Aide/SC	12.50	12/10/18-06/30/19
Ortiz, Daniel	Project Specialist/SC	12.50	12/15/18-06/30/19
Rindshoj, Marley	TMD (Theatre, Music and Dance) Aide/SC	11.50	11/20/18-06/30/19
Salgado, Michael	TMD (Theatre, Music and Dance) Aide/IVC	11.50	11/26/18-06/30/19
Signorelli, Keoni	TMD (Theatre, Music and Dance) Aide/IVC	14.00	12/15/18-06/30/19
Trippe, William	Campus Security Officer - Short Term/SC	18.00	12/10/18-06/30/19
Vidaurri, Clarissa	Project Specialist/IVC	13.00	12/10/18-06/30/19

#### A. <u>NEW PERSONNEL APPOINTMENTS - Continued</u>

3. 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 **2018/2019** academic year.

Name	Start/End Date
Ada, Brendon	12/05/18-06/30/19
Alsayed, Laith	12/05/18-06/30/19
Ardalan, Ghazal	12/05/18-06/30/19
Ashraff, Alina	12/05/18-06/30/19
Bakhoda, Helia	11/20/18-06/30/19
Castillo, Ivan	12/05/18-06/30/19
Khatib, Feras	12/05/18-06/30/19
Malayeri, Ariavash	12/05/18-06/30/19
Nassab, Yasaman	12/05/18-06/30/19
Nikzad, Gita	12/01/18-06/30/19
Rana, Wasiq	11/20/18-06/30/19
Rodriguez, Jacqueline	11/26/18-06/30/19
Sagoo, Omar	12/05/18-06/30/19
Savoy, Amaya	11/21/18-06/30/19
Sibley, Kajsa	12/09/18-06/30/19
Stone, Brandon	12/06/18-06/30/19
Wang, Jonathan	12/05/18-06/30/19
Webeshete, Bishan	12/05/18-06/30/19
Yalzadeh, Kiamehr	12/05/18-06/30/19

4. 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 **2018/2019** 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)

		Hourly	
<u>Name</u>	Position	Rate (\$)	Start/End Date
Ahmedani, Mustafa	Tutor/IVC	12.50	12/15/18-06/30/19
Caldas Silva, Vitor	Tutor/IVC	12.50	12/12/18-06/30/19
Deats, Lauren	Medical Professional/SC	35.00	12/04/18-06/30/19
Franklin, Michael	Tutor/IVC	12.50	12/12/18-06/30/19
French, Christa	Tutor/SC	12.50	12/10/18-06/30/19
Hsu, Kaitlyn	Tutor/SC	12.50	12/04/18-06/30/19
Landaas, Stephen	Tutor/SC	12.50	12/10/18-06/30/19
Lim, Hyoyoung	Tutor/IVC	12.00	11/15/18-06/30/19
Luna JR, Ricardo	Clinical Skills Specialist/SC	15.00	12/13/18-06/30/19
Momand, Omar	Tutor/SC	12.50	12/04/18-06/30/19
Richardson, Steve	Administrative Professional Expert/SC	100.00	01/14/19-06/30/19
Rotim, Karlo	Tutor/SC	12.50	12/10/18-06/30/19
Seyffert, Laura	Tutor/SC	12.50	12/04/18-06/30/19

#### B. <u>AUTHORIZATION TO REVISE THE CLASSIFIED TEMPORARY NON-BARGAINING</u> <u>UNIT SALARY SCHEDULES</u>

1. Approval is requested to change the hourly rates for Administrative Professional Experts from set rates to hourly rates determined by position and experience on the Non-Bargaining Unit Salary Schedules for 2018-2019, effective January 15, 2019. (Exhibit B)

#### C. <u>VOLUNTEERS</u>

1. The following individuals are to be approved as **Volunteers** for the **2018/2019** academic year.

<u>School of the Arts, Irvine Valley College</u> Tsai, I-Fang

School of Business Sciences, Irvine Valley CollegeBakis, ThanasiKerawalla, NavazYu, DerrickMuilenburg, Chase

College Foundation, Irvine Valley College			
Billings, Jason	Brown, Wendy	Bucklin, Christine	
Flynn, Kelly	Gardner, Robert	Hanning-Lee, Mark	
Helmeste, Daiga	Hewitt, William	Maxwell, Helen	
Maxwell, Peter	Nunez, Maria	Owens, Terry	
Ricks, Gregory	Robinson, David	Sanchez, Jessica	
Stanislaus, Charles	Urban, Lauren	Villarreal, Johnny	

<u>School of Guidance and Counseling Irvine Valley College</u> Kussman, Jessica Olmstead, Catarina Torres, Isaac Yeates, Brent

<u>School of Kinesiology, Health and Athletics, Irvine Valley College</u> Toma, Sean

Division of Kinesiology & Athletics, Saddleback College			
Chavez, Aleesa	Hess, Donna	Khoudari, Mohammad	
	Berthiaume		
Loomba, Shweta	Phan, Danny	Ricci, David	
Wahab, Reza	Widjaja, Ivory		
School of Languages and Learning Resources, Irvine Valley College			
Adams, Tomoko	Aguilera, Evelyn	Jeong, Hyesung	
Kocoglu, Selin	Pham, Vy		
School of Social and Dehavioral Sciences, Invine Valley, College			

School of Social and Behavioral Sciences, Irvine Valley College Falencki, Ted

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT NON-BARGAINING UNIT SALARY SCHEDULES 2018 - 2019 (eff. 01/15/19)

#### <u>NON-BARGAINING UNIT, TEMPORARY, SHORT TERM HOURLY SALARY</u> <u>SCHEDULE</u>\*

\*Non-Bargaining Unit, Temporary, Short Term, Hourly employees may not exceed (in any combination of assignments) a maximum of <u>160 days</u> in any fiscal year. Education Code 88003 states that "Short-term employee," as used in this section, means any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Any number of hours per day constitutes a day worked. The Department/Division is responsible for tracking the amount of days. All ranges are based on skill level/departmental budget, not longevity.

<b>Range</b>	Level of Service	Hourly Rate
Range 007	Entry	12.50
Range 008		13.00
Range 009		13.50
Range 010	Intermediate	14.00
Range 011	••••••	14.50
Range 012		15.00
Range 013		15.50
Range 014	••••••	16.00
Range 015		
Range 016	••••••	
Range 017		17.50
Range 018		
Range 019		
Range 020		
Range 021		19.50
Range 022	Skilled	20.00
Range 023		21.00
Range 024		22.00
Range 025		
Range 026		

South Orange County Community College District Page 2 – NBU Salary Schedules, 2018-2019

# Ranges 027+ require HR approval prior to use, unless otherwise noted.

Range 027	Advanced	25.00
Range 028		27.50
Range 029		30.00
Range 030		32.50
Range 031		35.00
Range 032		37.50
Range 033		40.00
Range 034		42.50
Range 035		45.00
Range 036		47.50
Range 037		50.00
Range 038		52.50
Range 039		55.00
Range 040		57.50
Range 041		60.00
Range 042		62.50
Range 043		65.00
Range 044		67.50
Range 045		70.00
Range 046		72.50
Range 047		75.00
Range 048		77.50
Range 049		80.00
Range 050		82.50
Range 051		85.00
Range 052		87.50
Range 053		90.00
Range 054		92.50
Range 055		95.00
Range 056		97.50
Range 057	1	00.00

South Orange County Community College District Page 3 – NBU Salary Schedules, 2018-2019

#### SHORT-TERM NBUS: (Live Scans required if non-student)

Adapted Kinesiology Aide	Ranges 007-022
Campus Security Officer (Short-Term)	Ranges 007-037
Certified Test Proctor	Ranges 007-022
Child Development Center Aide	Ranges 007-022 (Depending on ECE units, Permit)
Clerk Short Term	Ranges 007-022 (A&R /Comm. Ed./Fiscal Office use only)
Coaching Aide	Ranges 007-029
DSPS Proctor	Ranges 007-022
AOJ Trainer	Ranges 037-049
Lab. Aide	Ranges 007-022
Matriculation Proctor	Ranges 007-022
Outreach Aide	Ranges 007-022
Project Specialist	Ranges 007-057 (023+ require HR approval)
Theatre, Music, Dance Aide	Ranges 007-057 (023+ require HR approval)

#### STUDENT POSITIONS: (BP 4215 & EC88003)

Student Help	Ranges 007-022 (Limited to 20 hours per week) (Fall, Spring – 12 units; Summer - 6 units)
Work-Study	Ranges 007-022 (Federal, CalWorks, EOPS)

EC88003 and BP/AR 4215: Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district and which is financed by state or federal funds, shall not be a part of the classified service. Student help employees with 12 or more units are exempt from paying Social Security, Medicare and unemployment taxes. Student help employees may only work 20 hours or less per week (excludes summer). Human resources must be notified immediately, and the employee's assignment ended if the employee falls below the minimum required units. Employment of either full-time or part-time students in any college work-study program, or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for services.

South Orange County Community College District Page 4 – NBU Salary Schedules, 2018-2019

# **PROFESSIONAL EXPERTS:** (Live Scan required)

Administrative Professional Expert Captionist	Hourly rate determined by position and exp. Ranges 022-047
Clinical Skills Specialist	(Health Sci.) Ranges 012-037
Interpreter (Sign Language)	Ranges 022-047 (Experience/Certification based)
Lead Interpreter (Sign Language)	Ranges 037-057 (Experience/Certification based)
Medical Professional	Ranges 029-057
Model (Art)	Ranges 024-047
Tutor	Ranges 007-037
	(AA degree/ equiv. knowledge/experience required)
Workforce Trainer	Ranges 037-057

#### **COMMUNITY EDUCATION EXPERTS:** (Live Scan Required)

<u>Job Title</u>	<u>Ranges available</u>
Aquatics Aide	Ranges 007-022
Recreation Aide	Ranges 007-022
Recreation Leader	Ranges 007-029
Sr. Lifeguard	Ranges 007-022
Adult Education Trainer	Ranges 007-057
Community Ed. Presenter	Ranges 007-057
HSE Trainer (HS Equiv.)	Ranges 007-057

EC 88003: Part-time playground positions, apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment, shall not be a part of the classified service.

то:	Board of Trustees
FROM:	Kathleen F. Burke, Chancellor
RE:	SOCCCD: 2019 - 2020 Bonded Sabbatical Recommendations
ACTION:	Approval

# BACKGROUND

Under the authority of Article XXVI, Section H, of the Academic Employee Master Agreement, thirty-six (36) semesters are available for sabbatical leave during the 2019 - 2020 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 2019 - 2020 academic year. Using the criteria of Article XXVI of the Academic Employee Master Agreement, the committee voted to recommend eight (8) faculty members listed in Exhibit A for sabbatical leaves during the 2019 - 2020 academic year. Exhibit A identifies the faculty member and provides a brief description of the proposed project. Five (5) applicants requested a full academic year sabbatical leave; two (2) applicants requested sabbatical leave for Fall Semester 2019; one (1) applicant requested sabbatical leave for Spring Semester 2020; totaling thirteen (13) 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 2019 - 2020 academic year for the recommended faculty members shown in Exhibit A.

#### Patricia Beckmann, EdD.

Interactive Media Arts, Fine Arts, School of Fine Arts AY 2019 - 2020

**TITLE:** Technical and Fine Art study leading to the creation of an experiential Virtual Reality environment.

#### **GOALS and OBJECTIVES:**

The purpose of this training is to increase my technical and fine art skills in order that I may teach more courses within the new Interactive Media Arts program using current industry standard software and current pipeline production methods, adding flexibility to reliance on local professional community. My studies will produce projects that can be broken down at a later date and used in the classroom to aid learning for students within the Interactive Media Arts program.

This training plan will increase my expertise to teach the following additional courses:

IMA 46 – Concept Design and Visual Development

IMA 90 – Organic Modeling

IMA 27 – Environmental Texturing and Lighting

Portfolio classes

The summative goal is to create an immersive experience containing a minimum of 12 original digital assets I created that can be enjoyed by persons with or without disabilities created using industry standard software and current pipeline production methods.

The following objectives will guide the chosen training and output activities

- Objective #1 Fine Arts retraining
- Objective #2 Technical skills training in unfamiliar software
- Objective #3 Industry relationships and tutelage
- Objective #4 Focus
- Objective #5 Professional flexibility
- Objective #6 Research in current state of Virtual Reality and Universal Design Learning

#### **ACTIVITIES:**

- Live or online courses in Fine Arts theory and practice.
- Live or online courses in Zbrush and Substance Painter software, and practiced application within these software of Fine Arts theory.
- Mentorship with three Orange County games professionals on digital asset pipeline production in current industry.
- Attendance at minimum one Virtual Reality conference and meeting with local professionals in Virtual Reality.
- Practice in the creation of digital art assets towards the production of a virtual reality environment.
- Output of a virtual reality environment.
- Output of a tactile reality environment using the digital art assets created for the Virtual reality experience as the products used in a tactile experience using 3D printing or haptic gloves.

- Output of 12 digital assets, including the base mesh and uv maps, and stage assets in the Unity game engine using the Zbrush and Substance Painter software for output to virtual reality viewing in the Oculus Touch. These assets can be used as tutorials in the classroom.
- Output all 12 models to 3D printing for a tactile representation in real world for exhibit, or to haptic recognition as an experiment in Universal Design Learning. I will recreate the virtual reality world as a tactile event that can be experienced while wearing the goggles and audio hardware. If technology advances as expected, I reserve the opportunity to provide this experience through haptic gloves. <u>https://haptx.com/</u>
- Relationships with professionals within the industry through mentorship and attendance at conference, and observance of curriculum at competing schools
- Fine arts and technical skills relevant to the IMA curriculum and applicable to specific IMA courses within the curriculum
- Booklet of research influencing the construct of the final project

**Dr. Susan Boettger** Piano Department, Music, The Arts IRVINE VALLEY COLLEGE AY 2019 – 2020- 1<sup>st</sup> choice

Title of Sabbatical- Improving Early Music Education and Group Piano courses at IVC.

#### **GOALS and OBJECTIVES:**

Professional Growth and Development in music education field, which in turn will improve the quality of teaching. I propose to create teaching materials, group piano music compositions, and extend IVC's public outreach. Specifically:

- to add early childhood music education (age birth to 7 years old) to the Piano Pedagogy Certificate. The Pedagogy Certificate is designed to enable IVC graduates to use the skills they gain professionally to teach beginner and intermediate students who are likely in the younger range of students.
- 2. to compose and arrange music appropriate for group music classes- from Early Childhood classes to the group piano classes such as IVC's Piano 1, 2, 3, 4, and Piano Ensemble classes. Repertoire is much needed for large college group classes with 20+ keyboards, where there can be 4+ different parts to a piece. Playing different parts in a large ensemble helps facilitate development of musicianship and other avenues of engagement for piano performance majors and students in group piano classes.

#### ACTIVITIES:

1<sup>st</sup> semester- Research & attend workshops on Orff-Schulwerk & Kodaly music education to develop curriculum, create canvas modules and powerpoint presentations on early childhood education. Prepare lectures and present at Music Teachers Association and CAPMT (California Association of Professional Music Teachers) meetings to promote certificate.

2<sup>nd</sup> semester- Research available compositions for group music classes. Apply knowledge from 1st semester Early Childhood Education studies to compose appropriate "rote" pieces for the very young musician to perform. These will be 2-3 collections of pieces which can be learned over several weeks, and performed with an advanced teacher part. Focus on specific needs of the Piano 1, 2, 3, 4, and Ensemble Class. Look at the syllabi and create pieces that can be performed after 1 month of classes, and after 2 months of classes. These Compose 1-2 group piano pieces for the Group Piano Lab courses at IVC. Meet with the Piano department to discuss new curriculum and new music pieces written specially for our IVC piano lab.

- 1. Early childhood music education curriculum component for Piano Pedagogy Certificate. Updated on Curricunet. At least 3 modules of powerpoints created on Canvas for students and teachers to access.
- 2. Early childhood collection of pieces (2 collections of mini pieces). These will be put in IVC Music Library and given to Piano Pedagogy students to use when teaching young children.
- 3. Composed and arranged music for the MUS 59 Piano Ensemble class (minimum of 6 pianists playing simultaneously on 3 pianos).
- Composed and arranged music for each Group Piano Class- Piano I (MUS54), Piano 2 (MUS55), Piano 3 (MUS 56) and Piano 4 (Piano 4). Two pieces for each class- one that can be played after roughly 1 month of classes, and another after roughly 2 months of classes.
- 5. Newly composed pieces will be immediately used in the Fall 2020 syllabi for group classes.

NAME OF APPLICANT: Michael Engels Department/Division/School: Counseling/Counseling Services/Counseling College: Saddleback College Fall 2019/Spring 2020/AY 2019 - 2020

# TITLE: Student Success: A retention-focused approach to completion

#### **PURPOSE:**

The purpose of this sabbatical project is to identify, evaluate, and implement elements of retention-focused best practices from other California Community Colleges of similar size to Saddleback. According to the Office of Planning, Research, and Accreditation at Saddleback College, of the students that enrolled for Fall 2017, 43% of them ended up dropping/withdrawing before census of Fall 2018. Nearly half of students who start at the college dropout in their first year. This statistic is shocking and we are not going to improve the college's student success metrics unless we begin to look at them with a new perspective.

A secondary purpose of this project is to allow me the opportunity to keep current in my role as a full-time counselor.

#### **GOALS and OBJECTIVES:**

- 1. Goal: to learn about why students decide not to continue with their education beyond their first semester in college by surveying the literature of retention-focused best practices across the nation, within the CCC System, within our region, and within SOCCCD.
- 2. Goal: to make recommendations to improve existing retention-focused efforts at the campus by interviewing program coordinators, deans, classified managers, faculty, staff, and students who are leading successful retention efforts at the college and in our region.
- 3. Goal: to produce a written retention plan for Counseling Services which will include: a recruitment plan, workshops, services, projects, and events to offer to students who struggle to stay enrolled in their first semester. This goal will be realized by collaborating within the Division of Counseling to solicit feedback and by consulting with Mike Sauter to ensure compliance with sections 504 and 508.
- 4. Goal: to produce a complete sabbatical portfolio and offer a flex week presentation to faculty disseminating findings by organizing all components of the sabbatical project into a 3-ring binder for the college community to access.

#### **ACTIVITIES:**

- Meet with individuals at the college to establish current institutional baseline data.
- Interview individuals who are leading successful retention efforts at the college and in our region.
- Solicit feedback and input on the retention plan within the Counseling division and campus-wide.
- Produce a complete sabbatical portfolio
- Offer a flex week presentation to faculty disseminating findings of sabbatical project

- 1. A written retention plan for Counseling Services which will include:
  - a. a recruitment strategy
  - b. a workshop series
  - c. follow up and support services
- 2. A flex week presentation for the campus community
- 3. A sabbatical portfolio located in a 3-ring binder in Counseling and an extra copy located on a shelf in the Career & Re-Entry Center.

SANJAI KUMAR GUPTA Mathematics/School of Mathematics and Computer Science Irvine Valley College AY 2019 - 2020

#### TITLE: Determining Dirichlet Eigenvalues of the Laplacian on the Regular Pentagon

#### **GOALS and OBJECTIVES:**

- 1. Develop worksheets and projects for faculty and student use in the following courses: differential equations (Math 24), multivariable calculus (Math 4A), and linear algebra (Math 26).
- 2. Publish a paper with either the full spectrum of Dirichlet eigenvalues of the Laplacian on the regular pentagon or an approximation of the full spectrum or the structure of the ideal of functions found.
- 3. Make deeper connections between different areas of mathematics to help students think more globally about mathematics.

#### **ACTIVITIES:**

- 1. A survey of literature in the areas of algebraic number theory, functional analysis, and Dirichlet eigenvalues along with developing worksheets and projects for the courses differential equations, third semester calculus, and linear algebra courses (Math 24, Math 4A, and Math 26).
- 2. Search for the smallest Dirichlet eigenvalue for the regular pentagon.
- 3. Write up of research results and compiling worksheets and projects for differential equations, multivariable calculus, and linear algebra (Math 24, Math 4A, Math 26).

#### PRODUCTS:

1. Projects and worksheets for the following courses:

differential equations (Math 24) 5 worksheets, 1 project third semester calculus (Math 4A) 5 worksheets, 1 project linear algebra (Math 26) 5 worksheets, 1 project

2. A paper which describes either the full spectrum of Dirichlet eigenvalues of the Laplacian on the regular pentagon or an approximation of the full spectrum of Dirichlet eigenvalues of the Laplacian on the regular pentagon or the structure of the ideal of Dirichlet eigenfunctions of the Laplacian on the regular pentagon.

NAME OF APPLICANT: Dr. Pedro Daniel Luzko Department/Division/School: Music/Music Theory and Composition/The Arts College: Irvine Valley College Fall 2019/Spring 2020/AY 2019 - 2020

#### TITLE: Title of Sabbatical Project

Free Handbook for Irvine Valley College Harmony Class and Original Musical Work: Irvine Valley College dedication. Symphony N. 1 "California Landscapes"

#### **GOALS and OBJECTIVES:**

1. To have the time to write an a current free access on-line handbook for Irvine Valley College Harmony Courses. To have the time to compose "Symphony N.1: California Landscapes" for full Orchestra. Dedicated to Irvine Valley College. Available to orchestras free of charge.

2. To attend renowned institution "European-American Musical Alliance Music Seminar" in Paris, France in order to update information on the pedagogy of Music Theory and Composition. It will include pedagogical principles by Nadia Boulanger in Musicianship, Keyboard Harmony, Analysis, Chorale, Composition Group Sessions, Composition Techniques in Vocal Music and Orchestration.

3. Participation in the "Sources of Inspiration" Music Festival at the Frederic Chopin University of Music in Warsaw, Poland. This experience will develop the basis of the composition "Symphony N.1" by the applicant. Further develop professional relations with the National Symphony Orchestra of Asuncion, Paraguay. This institution showed interest in performing a work by the applicant after the success of recording the Ballet "Madame Lynch" co-written and conducted by the applicant in over 50 performances with this orchestra and the Municipal Ballet of Asunción from 2010 to 2017.

#### **ACTIVITIES:**

Provide summary overview of activities.

#### August 2019 – December 2019

Attend the "European American Musical Alliance Music Seminar." in Paris, France and the "Chopin-Gorecki: Sources and Inspirations Music Festival" at the Chopin University of Music in Warsaw, Poland. <u>Harmony Handbook:</u> Chapters 1-12

Original Composition: Sketch Movement I, II, III of Symphony N.1 - Movement I: Exposition

#### January-May 2020

Harmony Handbook: Ch.13-27

**Composing Symphony** 

Movement I: Development and Recapitulation - Movement II: Sections A and B - Movement III: Theme and 3 Variations

- 1. Free on-line access Music Theory Handbook with 27 Chapters for Harmony Courses
- 2. Symphony N.1 "California Landscapes" (Approx. duration: 15 minutes) dedicated to IVC
- 3. Proof of attendance "European American Musical Alliance Music Seminar" (France) and "Sources of Inspiration" Music Festival (Poland)

Brett Myhren English/Liberal Arts Saddleback College Spring 2020

#### TITLE: Writing California/Teaching California: Manuscript and Resources

#### **GOALS and OBJECTIVES:**

- 1. To complete the review of primary and secondary resources connected to California's literature, history, and culture prior to the Mexican-American War (1846).
- 2. To complete the revisions for my manuscript in process, "The Place without a Past: Literature and Culture in California, 1510-1846."
- 3. To select and compile the best sources from my research into California prior to 1846 in order to create an archive of instructional materials.
- 4. To create the archive of instructional materials in Canvas modules or another digital location to facilitate electronic distribution of those resources across the college, district, and community.

#### ACTIVITIES:

Beginning in January, I will review scholarship and primary sources for chapters one and two. I will also make the first of my visits to the Huntington Library. In February and March, I will revise chapters one and two and continue my work at the Huntington Library, working with the curators of collections related to my field. In March and April, I will review scholarship and primary sources for chapters three and four. I will also visit the Los Angeles Public Library rare books collection. In April and May, I will review and revise chapters three and four. I also will visit the USC special collections. At that point, I can begin compiling a digital archive of OER-ZTC resources. Finally, in May I will review and revise chapter five. I will also complete my digital archive along with supplemental materials for teaching composition courses with a California theme.

- 1. A complete manuscript of my book, "The Place without a Past: Literature and Culture in California, 1510-1846"
- 2. An archive of OER-ZTC materials that may be shared among teachers and used in a variety of classrooms across disciplines, colleges, and communities.
- 3. Supplemental instructional materials, housed in the archive, to help teachers make use of the OER-ZTC resources.

#### PROFESSOR SHARYN SOTELO

Mathematics Department/MSE Division/Saddleback College Fall 2019/Spring 2020/AY 2019 - 2020

#### TITLE: College Algebra (Math 7) Support Class Handbook

#### GOALS and OBJECTIVES:

1. To create a handbook for our College Algebra (math 7) support class. This handbook will be available for any full-time or adjunct faculty to use in their College Algebra classes.

#### ACTIVITIES:

I will start by researching the types of concurrent support other community colleges have implemented in their courses due to the requirements of AB705. I will then set up meetings with faculty at other colleges including Cuyamaca College, and explore data and case studies on support classes. Over the following months (see timeline), I will conduct my research and create a handbook for College Algebra. The handbook will be ADA and Section 508 compliant and the resources provided will align with our course curriculum.

#### PRODUCTS:

1. Saddleback College Handbook for College Algebra (Math 7) Support Class

Lindsay Steinriede Kinesiology Saddleback College Fall 2019

**TITLE:** Holistic Health and Advanced Yoga Curriculum and Implementation through Research and Professional/Educational Advancement.

#### **GOALS and OBJECTIVES:**

- I. Research and compile existing advanced yoga and holistic health related curriculum and resources currently offered at educational institutes.
- II. Professional/educational advancement in my teaching discipline by obtaining a 500hr RYT Certification (highest level of yoga teacher training recognized worldwide).
- III. Improve course content and effective teaching techniques in my current Saddleback Yoga Teacher Training courses to enhance the learning environment and increase student success.
- IV. Develop new and innovative holistic health and advanced yoga theory, training, and/or practice-related courses to be offered at Saddleback College to serve our students and community members, while providing growth in the Kinesiology division.

#### **ACTIVITIES:**

I will start my project by researching and compiling existing curriculum of college level, holistic health and advanced theory and practices of yoga courses. This would be the first step in the process for development of new courses and/or programs I would like to implement at Saddleback College. I will then reach out to instructors, chairs, and/or deans to discuss courses or programs they offer in more detail; content, benefits, challenges, advise, etc. In addition, I plan to visit some of their facilities to view their equipment and resources to consider what our Saddleback students and faculty needs are, and may be, to enhance the learning environment.

During my sabbatical leave I will study and train through Soma Yoga Institute's 300hr Yoga Teacher Training program to obtain my 500hr RYT certification (I am currently a 200hr RYT). At this 300hr YTT program I will study and train in advanced practice and teaching techniques, dive deeper into ancient texts and philosophy, and be introduced to new perspectives, theories, practices and teaching techniques of yoga and holistic health on a broader spectrum. I plan to take the knowledge I gain from this training program, as well as my curriculum and institute research, to not only improve my current course content and effectiveness as a teacher, but to create new course curriculum in the yogic and holistic health field, with the potential of a new holistic health program, to serve our students, community members, growth in the Kinesiology division, and thus Saddleback College.

- 1. Compilation of current college curriculum related to advanced yoga and holistic health courses along with documentation and notes from discussions, visits, and resource reviews.
- 2. 500hr RYT Certification (highest level of Yoga Teacher Training recognized worldwide).
- 3. New course curriculum for holistic health and advanced yoga-related courses ready for submission in the Spring 2020 cycle.

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- RE: SOCCCD: SOCCCD Police Officers Association (POA) Master Agreement
- **ACTION:** Approval

# BACKGROUND

The collective bargaining agreement between South Orange County Community College District (District) and the Police Officers Association (POA) expired on June 30, 2018.(Exhibit A) The District and POA have reached a tentative agreement for the period of July 1, 2018 – June 30, 2021.(Exhibit B)

# <u>STATUS</u>

California Government Code Section 3547 et seq. requires the disclosure of costs associated with a collective bargaining agreement. The increased costs of the agreement with POA for the three-year period, from July 1, 2018 through June 30, 2021, as displayed in Exhibit C, are estimated to be \$313,527.

## RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the successor agreement with POA for a 3-year term, subject to completion of POA 610 process and ratification by POA membership.

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT



# POLICE OFFICERS ASSOCIATION

# MASTER AGREEMENT

July 1,  $201\underline{85}$  – June 30,  $20\underline{21}48_{[KL1]}$ 

# **IN WITNESS WHEREOF,** the parties hereto have duly executed this Agreement as follows:

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE OFFICERS ASSOCIATION[KL2]

Signature on file		Signature on file
Timothy Jemal,	Date	Beau Arbuthnot,
President, Board of Trustees		Date
		POA President
Signature on file		Signature on file
Dr. Debra L. Fitzsimons,	Date	Michael McGill
Chancellor		Date
		Adams, Ferrone & Ferrone
Signature on file		
Dr. David P. Bugay,	Date	
Vice Chancellor Human Resour	ces	

Employer/Employee Relations

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# PREAMBLE

# [Per TA signed 10/17/18]

This Agreement is made and entered into this KL4 27<sup>th</sup> day of March 27, 2017 by and between the South Orange County Community College District, hereinafter referred to as District, and South Orange County Community College District Police Officers Association, hereinafter referred to as POA.

The District agrees that POA shall have the right to obtain Field and Legal Staff assistance for the purpose of representation in carrying out its obligations under this Agreement to its duty of fair representation.

The purpose of this Agreement is to promote the improvement employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.[KL5]

# **ARTICLE 1**

#### MANAGEMENT RIGHTS

In order to ensure that the District shall continue to carry out its safety and protection services functions and responsibilities to the public, students and employees as imposed by law, and to maintain efficient and responsive police and safety provisions for the visitors and employees of the District, the District continues to reserve and retain solely and exclusively all rights which are beyond the scope of negotiations under Government Code Section 3543.2, and also rights which are not limited by the terms of this Agreement are retained by the District. Such retained rights include, but are not limited to, the right to determine the following matters:

- 1. Determine Campus Police Department policy, including the right to manage the affairs of the Safety Department in all respects;
- 2. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
- 3. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, in all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; or investment policies and practices; or budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures, apart from those allocated to fund the express wage and benefit obligations of this Agreement;
- 4. The educational policies, procedures, objectives, goals and programs including those relating to student conduct and discipline, student transportation, food services, racial and ethnic balance, extracurricular activities, and emergency situations; and the substitutive and procedural rights and obligations of students, parents, employees and the public with respect to such matters;
- 5. Determine the issues of public policy and control the overall mission of the Campus Police Department;

- 6. Determine standards and level of services to be rendered, operations to be performed, utilization of technology and equipment, means and methods of operation, and overall budgetary matters, including but not limited to the right to contract or subcontract any work, services or operations of the Campus Police Department. For any new District property, the District shall have the right to subcontract services until there are 500 students on the property continuously for a period of 90 days. Thereafter the POA and the District shall upon the POA's written notice to the District further discuss the District's right to subcontract on that new property.
- 7. Evaluate, direct, supervise, hire, promote, suspend, discipline, discharge, demote, transfer, assign, and retain members of the Campus Police Department;
- 8. Relieve members of the Campus Police Department from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive, in accordance with the Education Code;
- 9. Determine the size and composition of the Campus Police Department, assign members of the Campus Police Department, and establish work schedules and assignments;
- 10. To the extent permitted by law, the utilization of personnel not covered in this Agreement to do work which is normally done by employees covered hereby, and the methods of selection of assignment of such personnel;
- 11. Determine the appropriate job classifications, organizational structure, and personnel by which the Campus Police Department operations are conducted;
- 12. The selection, classification, direction, promotion, demotion, discipline, termination, and retirement of all personnel of the District subject only to applicable law; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location, and also to any facilities, classrooms, functions, activities, departments, tasks or equipment; the staffing levels, workloads, and the number of employees; and the determination as to whether, when and where there is a job opening;
- 13. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards; the dates, times, and hours of operation of District facilities, functions, and activities; school calendars, the assignment of paid duty days beyond the regular assign duty year; the assignment of overtime;
- 14. Safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;

- 15. Maintain and improve the efficiency and effectiveness of the Safety/ Security Department;
- 16. Take any necessary actions to carry out the mission of the Safety/ Security Department in situations of emergency as defined in Government Code Section 8558;
- 17. Take whatever other actions may be necessary to carry out the wishes of the District, and for police protection not otherwise specified above;
- 18. Establish and promulgate rules, regulations, policies and procedures relating to productivity, efficiency, conduct, and safety; as well as the rules, regulations, policies, and procedures designed to comply with applicable judicial decisions and legislative enactment and to require compliance therewith;
- 19. All other rights of the District not expressly limited by the provisions of this Agreement are also expressly reserved by the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right to preclude the District from executing the right in a different manner; and
- 20. The contractual rights of the POA and the employees are set forth in other Articles of this Agreement and this Article is not a source of such rights. Accordingly, the provisions of this Article shall not be grievable.

# RECOGNITION

- **2.1** Acknowledgement: The District hereby acknowledges that POA is the exclusive bargaining unit representative for the classified employees holding those positions described in Campus Security Officer, Police Officer, and Police Officer Lead. In the event the District amends its determination of management, confidential, and supervisory employees, the District shall notify POA. In the event POA disagrees with said designations, the parties shall attempt to reach agreement. Disputed cases shall be submitted to the PERB for resolution.
- **2.2** Scope of Representation: The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms of employment specifically stated in the EERA.

# **2.3 Definition of Bargaining Unit:**

- **2.3.1** Persons hired for a limited duration shall be classed as short-term employees and shall not be members of the bargaining unit.
- **2.3.2** Employees in positions in paid status less than 195 days in any fiscal year shall not be members of the bargaining unit (Education Code §88003).
- 2.4 **Long-Term Substitutes:** The District may use substitute employees as follows: 1) to replace a bargaining unit employee who is temporarily absent from duty, or 2) to fill the vacancy in any bargaining unit position while the District is engaged in a procedure to hire a permanent employee to fill that vacancy. Pursuant to Education Code § 88003, if the District is engaged in a procedure to hire a permanent employee to fill a vacancy in a bargaining unit position as set forth in the second scenario set forth above, the District may fill the vacancy through the employment, for not more than 180 calendar days, of one or more substitute employees. The District shall use substitutes no longer than 180 days to fill such vacant positions pursuant to this provision. Absent express agreement from the POA, the District shall not extend the use of a substitute beyond the 180 day limit. The District's use of a substitute employee to replace a bargaining unit employee who is temporarily absent from duty pursuant to the first scenario set forth above shall not be restricted with respect to any time limitations. An employee employed to fill a position for an employee on a leave of absence shall not be a member of the bargaining unit regardless of length of absence.

### CHECK-OFF AND ORGANIZATIONAL SECURITY

#### [Per TA signed 10/17/18]

**3.1** Check Off: To the extent permitted by law, POA shall have the sole and exclusive right to have membership dues, initiation, and service frees[KL6] deducted for employees in the bargaining unit by the District. The District shall pay to POA within thirty (30) days all sums so deducted.

### **3.2 Dues Deduction:**

- **3.2.1** POA agrees to indemnify and save the District, its officers, employees, agents, representatives, Board of Trustees, and each individual Board member, harmless against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with this Article. The Association shall, within thirty (30) days of receipt of the request, pay to the District all costs associated with actions under this Article.
- **3.2.2** Each permanent employee in this unit shall, as a condition of continued employment, become a member of the certified representative of this unit, or pay the Association a service fee in an amount not to exceed periodic dues and general assessments of the Association for the term of the Memorandum of Understanding. Such amounts shall be determined by the Association and implemented by Management in the first payroll period which starts 30 days after written notice of the new amount is received.
- **3.2.3** During the term of the <u>Memorandum of UnderstandingAgreement</u>, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the South Orange County Community College District Police Officers Association will not be accepted by the District. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the District's meet and confer process.
- **3.2.4** The District shall notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained.

**3.2.5** Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued employment.

- **3.2.63** The District shall cause the amount of the dues or service fee to be deducted monthly from the payroll checks of each employee in this unit as specified by the Association under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
- **3.2.74** Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the District within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.
- **3.2.85** The District shall also apply this provision to every permanent employee who becomes a member of this representation unit within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
- **3.2.9** As of the effective date of the Memorandum of Understanding, the amount of the monthly dues deduction will be \$60.
- **3.2.106** When the District receives notice from the Association to change the deduction percentage rate, the District is hereby authorized to change said deduction automatically in the next practical pay period following such notice.
- **3.2.117** The authorization to deduct dues and agency shop fees shall remain in effect until written notice of cancellation is given by an employee to the District's Office on the appropriate form provided by the District for this purpose.
- **3.2.128** Management will provide the Association with the name, home address and employee number of contact information for each permanent employee as follows:
  - a) "Newly hired employee" or "new hire" means any employee,

whether full time or part time, hired by the District to perform bargaining unit work, and who is still employed as of the date of the new employee orientation. It also includes all employees who are employed by the District (including those returning from a medical or layoff rehire list) and whose current position has placed them in the bargaining unit represented by the Association. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's status changed such that the employee was placed in the bargaining unit.

b) The information will be provided to the Association electronically via a mutually agreeable secure site or service, on the last working day of the month in which the employees were hired. This contact information shall include the following items, with each field in it's own column:

> First Name: i. Middle Initial: ii. Last Name; iii. Suffix (e.g. Jr., III); iv. Job Title: v. vi. Department; Primary Worksite Name; vii. Work Telephone Number; viii. Work Extension; ix. Home Street Address (Incl. Apartment #); X. Mailing Address (If Different); xi. City: xii. xiii. State; Zip Code (5 or 9 Digits): xiv. Home Telephone Number (10 Digits) (If Available); XV. xvi. Personal Cellular Telephone Number (10 Digits) (If Available): Personal Email Address Of The Employee (If Available): xvii. xviii. Birth Date; xix. Hire Date.

This information shall be provided regardless of whether the newly hired employee was previously employed by the District. -[KL7]

- **3.2.139** The District shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this Article.
- **3.3** The District recognizes that the employee organization provides a valuable contribution to the welfare of the District in its educational philosophy for the peaceful resolution of employer-employee relations.
- **3.3.4 POA Rights:** POA shall have the following rights in addition to the rights contained in any other portion of this Agreement.
  - **3.4.1** The right of access at reasonable time to employees and to the areas in which they work.
  - **3.4.2** The right to use without charge institutional bulletin boards, mailboxes, and the use of the District mail system, and other District means of communication for the posting or transmission of information of notices concerning POA matters.
  - **3.4.3** The right to use, with approval, institutional equipment, facilities, and buildings.
  - **3.4.4** The right to review an employee's personnel file when accompanied by the employee or on presentation of a written authorization signed by the employee.

<u>To the extent permitted by law, 3.4.4.1</u> <u>Tthe Association also has the</u> right to receive, upon request, a copy of any records which are required for the use of the employee and POA in utilizing the grievance procedure.

- **3.4.5** <u>Periodic Update of Contact Information:</u> The <u>District shall provide the</u> <u>Association right to be supplied</u> with a complete roster of bargaining unit employees, including the same information in the same format as the Article <u>3.2.12[KL8]</u> above, within ninety (90) days of the effective date of this Agreement, and <u>on the last working day of every July and September</u>, January and May-thereafter for the terms of this Agreement.
- **3.4.6** The right to receive upon request one (1) copy of any and all written reports submitted to any other governmental agency.
- **3.4.7** The right to receive one (1) copy of any public budget or financial material, including the CCAF-311, submitted at any time to the governing board.
- **3.4.8** The right to review upon request any other public material in the possession of or produced by the District necessary for POA to fulfill its role as the

exclusive bargaining representative.

- **3.4.9** The District agrees to grant release time to one (1) member of the Association to attend the Peace Officers Research Association of California (PORAC) annual conference. The District shall reimburse the actual and necessary expenses of that member. Any such reimbursement shall be subject to District policy.
- **3.4.10** The District agrees to allow Association members to donate vacation time for membership attendance at Association leadership training and PORAC conferences. The use of such donated vacation time shall not be used by more than two Association members concurrently and shall be subject to the any limitations set forth in Article 10.
- **3.4.11** Upon prior approval by the District, the Association may reimburse the District for a member's leave time spent attending Association leadership training and PORAC conferences. The use of such reimbursable leave time shall be used by no more than two Association members concurrently.
- **3.4.12** The Chapter President or designee shall be granted four (4)eight (8) hours per month for President or designee of released time, exclusive of all other released time listed under other provisions of this Agreement. This released time is to be scheduled with the mutual agreement of the immediate supervisor and the employee, and the schedule is to be set reasonably.
- **3.4.13** The President or designee shall be granted reasonable released time to attend shared governance committee meetings.
- **3.4.14** Upon its exclusive discretion, the District may provide paid release time for Association members to attend District-approved training and conferences.
- **3.4.15** The District shall provide office space for the Association in a location other than the campus police departments, subject to continued availability.
- **3.5** No Discrimination on Account of POA Activity: Neither the District nor POA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their right to engage or not to engage in POA activity.
- **3.6 Exclusive Representative:** Negotiations on matters within the scope of representation shall take place between the District and POA.

- **3.7 Restriction on District Negotiations and Agreements:** The District shall conduct no negotiations nor enter into any agreement with any other organization on matters concerning the rights of bargaining unit employees and/or POA without prior notice to and approval by POA of the negotiations and the agreement.
- **3.8 Distribution of Contract:** Within sixty (60) calendar days after the execution of this contract, and/or reopener agreements, the District shall make such documents available on the District website.
- **3.9** Abolition of a Position or Class of Positions: If the District proposes to abolish a position or class of positions, it shall notify POA in writing and the parties may meet and discuss the proposal.
- **3.10 POA Schedule of In-Service Meetings:** With approval from the immediate supervisor, the President or designee will be provided governance attendance of ninety (90) minutes quarterly, released time to attend this meeting. The meetings shall be scheduled as follows:

Irvine Valley 12:00 - 1:30 p.m. Saddleback 3:00 - 4:30 p.m.

- 3.11 New Employee Orientation
  - a. "New employee orientation" means the onboarding process of a newly hired employees performing unit member work, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
  - b. The District shall provide the Association with mandatory access to its new employee orientations. The Association shall receive not less than ten (10) days' notice in advance of an orientation, except that a short notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
  - c. In the event the District conduct [KL9]s one-on-one or group orientations with new employees, the Association shall have thirty (30) minutes for one (1) Association representative to conduct the orientation session. The Association Labor Relations Representative may also attend the orientation session.

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### **EVALUATIONS**

**4.1** All employees shall receive an annual written performance evaluation. The evaluation shall address those areas which need improvement, as well as identify those areas in which an employee meets or exceeds Department standards.

If necessary, the evaluation may also set forth an improvement plan developed by both the supervisor and employee. The plan shall outline specific steps that the employee can take to improve in the identified areas. The purpose of this plan is to both foster improved communications between supervisor and the employee and to place the employee in a better position for career advancement within the department.

- **4.2** No evaluation of any employee shall be placed in any personnel file without an opportunity provided for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements but shall only be based upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any evaluation.
- **4.3 Probationary Period:** New employees shall serve a probationary period of one (1) year (12 months). During such period, the work performance of the employee shall be evaluated by the immediate supervisor following the employee's completion of three (3) months and eleven (11) months of employment.
  - **4.3.1 Probationary Period Upon Promotion:** Employees will be required to serve a new probationary period of one year (12 months) each time the employee receives a promotion, a transfer with a classification change, medical transfer, or Americans with Disabilities Act ("ADA") transfer. During such period, the work performance of the employee shall be evaluated by the immediate supervisor following the employee's completion of three (3) months and eleven (11) months of employment in the new position.

1 i obation Regan ement		
	NO	
YES		
No classification change	Х	
Promotion		Х
Reclassification	X	
Reassignment within the same classification	X	
Reallocation	X	
	NO	YES

### **Probation Requirement**

Transfer of same position: To another operating unit Х Within operating unit Х Transfer with classification change Х Voluntary demotion other than layoff: - Into classification previously held or substantially similar classification Х - Into classification not previously held or not substantially similar classification Х Medical or ADA Transfer Х

# **ARTICLE 4(A)**

### PERSONNEL FILES

- **4(A).1** Materials in personnel files of classified employees which serve as a basis for affecting the status of their employment shall be made available for inspection by the employee. Ratings, reports or records which were either obtained prior to employment, or prepared by identifiable examination committee members, or obtained in connection with a promotional examination shall be specifically excluded from inspection by the employee and/or the employee's agent or representative.
- **4(A).2** All information and/or materials of a derogatory nature, except material mentioned in Section 4.4.1 shall not be entered or filed in the employee's personnel file unless and until the employee is given notice and offered a copy of the contents to review the document and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his/her comments thereon. Thirty days shall be allocated for review and comment and is subject to approval by the appropriate district administrator.
- **4(A).3** Letters of reprimand shall be given only for just cause. Employees shall have the right to review all derogatory information before it is placed in their personnel files, and may attach their comments to any material so placed.
- **4(A).4** The provisions contained herein shall be construed to be clarification of Education Code Section §87031 and the Peace Officer's Procedural Bill of Rights Act.

## HOURS AND OVERTIME

[Per TA signed 10/17/18]

# 5.1 Workweek:

- **5.1.1** Normal Workweek: The normal workweek shall consist of five (5) days, eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
- **5.1.2 3/12<u>Alternative</u> Schedules[KL10]:** Notwithstanding Article 5.1.1, the District reserves the right to implement a " $3/12_{2}$ " "4/10," or "9/80" work schedule at the Saddleback College and/or Irvine Valley College with 30-days advance notice prior to the effective date of the change. The District reserves the right to revert the " $3/12_{2}$ " "4/10," or "9/80" work schedule to the work schedule set forth under Article 5.1.1 with 30-days advance notice prior to the effective date of the change.
- **5.1.3 5.1.2.1.** In the event that the District implements a "3/12<u>" "4/10," or "9/80"</u> work schedule pursuant to Section 5.1.2, the District and the POA agree that, upon a party's request, the Agreement will be reopened for the limited purpose of meeting and conferring over any unanticipated impacts on matters within the scope of bargaining.
- **5.2 Workday:** The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

# 5.3 Adjustment of Assigned Time:

- **5.3.1** Any employee in the bargaining unit who works an average of fifteen (15) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- **5.3.2** The District shall give fifteen (15) working days notice to affected employees before permanently altering their shift assignment or days off. By mutual agreement, notice time can be less than fifteen (15) working days.

- **5.4** Voting Time-Off: If any employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.
- **5.5 Overtime and Compensatory Time Off:** The selection of paid overtime or compensatory time shall be determined by the Chief of Police subject to the provisions of this Article. No overtime may be worked without the prior approval and at the discretion of the Chief of Police.
  - **5.5.1 Overtime:** Except as otherwise provided herein, all overtime periods as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay to the employee for all work permitted.
    - **5.5.1.1** Overtime for a normal workweek is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, regardless of the day of the week worked.
    - 5.5.1.2 Overtime for a 3/12 schedule is defined as time worked in excess of twelve (12) hours in any one day or on any one shift or in excess of eighty (80) hours within a fourteen (14) day schedule.
    - **5.5.1.3** Overtime for a 4/10 schedule is defined as time worked in excess of ten (10) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, regardless of the day of the week worked.
    - **5.5.1.4** Overtime for a 9/80 schedule is defined as time worked in excess of nine (9) hours in any one day or on any one shift or in excess of eighty (80) hours within a fourteen (14) day schedule.
  - **5.5.2** An employee in the bargaining unit may be granted compensatory time off in lieu of cash compensation for overtime work at the discretion of the Chief of Police. Compensatory time off shall be granted at one and one-half times the regular rate of pay.
    - **5.5.2.1** Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned.
    - **5.5.2.2** The amount of time which an employee may accumulate as compensatory time shall be limited to a maximum of 100 hours on the books at any time. Time beyond this amount shall be paid as paid in cash at overtime rates. Members that currently have over 100 hours of accumulated compensatory time will be

permitted to maintain that time without being required to cash out the excess amount. While any member has compensatory time in excess of the 100 hour maximum, he or she will not be able to accumulate additional compensatory time. Once any member falls below the 100 hours of accumulated compensatory time, he or she will be subject to the accumulation limit of 100 hours.

**5.5.3** All hours worked on holidays shall be paid at the regular rate of pay in addition to one-and-one-half (1.5) times the regular rate of pay except for hours worked on holidays by employees in the classification of Police Officer, Weekends/Holidays, pursuant to the provisions of Education Code §88204. If working a twelve (12) hour shift, eligible employees shall receive twelve (12) hours of holiday pay at the above referenced rates, rather than eight (8) hours had they been working an eight (8) hour shift.

Employees in the classification of Safety Officer, Weekend and Holiday as of April 30, 1987 shall be entitled to holiday pay Article 5.5.3. Employees hired on or after May 1, 1987 shall be subject to and paid in accordance with Education Code Section 88204 at Grade 20 (Range 130, effective 7/1/88 and Police Officer Weekends Holidays, Range 2 effective July 1, 2000) and shall not be entitled to holiday pay. Service in the classification of Police Officer, Weekend and Holiday is a separate classification and shall not constitute a service for seniority or layoff purposes in the separate classification of Police Officer, or Campus Security Officer.

# 5.6 Shift Differential-Compensation:

**5.6.1** Any employee in the bargaining unit who is assigned a traditional 8-hour work shift commences between 11 a.m. and 9 p.m. inclusive shall be paid a shift differential premium of five (5) percent above the regular rate of pay for all hours worked.

Any employee in the bargaining unit who is assigned a traditional 8-hour work shift commences between 9 p.m. and 4 a.m. inclusive shall be paid a shift differential premium of seven and one-half (7.5) percent above the regular rate of pay for all hours worked.

Any employee in the bargaining unit who is assigned to a shift in a "3/12" work schedule pursuant to Section 5.1.2 that encompasses working at 12:00 a.m. (midnight) shall be paid a shift differential premium of seven and one-half (7.5) percent above the regular rate of pay for all hours worked.

Shift differentials are not paid if the employee is working the shift based on overtime pay, unless the employee has worked for four (4) or more such shifts during the pay period.

**5.6.2** An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.

# 5.7 Overtime Distribution:

- **5.7.1** Every attempt shall be made to avoid distributing overtime repeatedly to the same bargaining unit member.
- **5.7.2** In the event the overtime requires special skills, those special skills will be carefully considered by the Chief or his/her designee in distributing overtime.
- **5.8 Call BackTime:** Any employee called in to work on a day when the employee is not scheduled to work or after completion of his/her regular assignment shall receive a minimum of four (4) hours pay straight time, or overtime for amount of time worked, whichever is greater.

**On-Call Time:** If an employee is placed on "Court On-Call Time" when the employee is not regularly scheduled, the employee shall receive three (3) hours straight time. At such time, the employee must be prepared to report for work within one hour. During "Court On-Call Time," the employee shall remain free of any impairments that may hinder his/her ability to effective perform his/her job duties.

**5.9 Right of Refusal:** <u>POA and its members shall have the first right of refusal for any</u> work within the scope of the bargaining unit. Any employee shall have the right to reject any offer or request for overtime or call back, or call in time. If all available bargaining unit members in the department refuse the request, the overtime shall may be assigned and, if so, shall be based on a rotation of bargaining unit members and the overtime shall be accepted by the employee. Bargaining unit members on paid or unpaid leave shall not be considered to be available for purposes of this provision. Alternatively, if all requests for overtime, call back, or call-in time are rejected, the District may take any other means in which to meetrkling its needs, including contracting out for services in compliance with Education Code Section 88003.1.</u>

# PAY AND ALLOWANCES

[Per TA signed 10/17/18]

### 6.1 Regular Rate of Pay:

- **<u>6.1.1</u>** Effective July 1,  $\frac{2015 \cdot 2018}{62.0}$  the regular rate of pay for each position in POA shall be increased by  $\frac{62.0}{9}$  in accordance with the rates established for each class as provided for in Exhibit A.
- **<u>6.1.2</u>** Effective July 1,  $\frac{20162019}{2019}$ , the regular rate of pay for each position in the bargaining unit shall be increased by  $\frac{31.85}{9}$ % in accordance with the rates established for each class as provided for in Exhibit A.
- **6.1.3** Effective July 1,  $\frac{20172020}{2020}$ , the regular rate of pay for each position in the bargaining unit shall be increased shall be increased by  $\frac{31.77}{6}$  in accordance with the rates established for each class as provided for in Exhibit A. The regular rate of pay shall not include any shift differential and/or longevity increment required to be paid under this agreement. All such wages increases will be in lieu of any state-funded COLA.

Should the District provide a compensation package (salary and health benefits) to any other employee group during the term of this agreement that exceeds the compensation package (salary and health benefits increase) provided to POA, the District shall meet with POA to determine distribution of the difference to unit members. Such agreement shall be in writing.

- **6.2 Paychecks:** All regular paychecks of employees in the bargaining unit shall be itemized in accordance with the Orange County Department of Education payroll procedures.
- **6.3 Paycheck Frequency:** All regular full-time employees in the bargaining unit shall be paid twice per month, payable on or before the tenth (10th) and the twenty-fifth (25th) day of the month. If the normal pay date falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding workday. All regular hourly employees shall be paid for actual services performed during the period beginning the 15th day of the previous month through the 14th day of the current month, on the 10th day of the following month. If there is a change in County procedures, issuance of paycheck will be in accordance with new procedures.

- **6.4 Payroll Errors:** Whenever it is determined that an error has been made in the calculation of reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction. However the District, after standard payroll deductions, shall withhold \$25.00 as a calculation adjustment. In the case of an underpayment, a supplemental payment will be paid to the employee by the District. In the case of an overpayment, the employee shall promptly repay the District. A repayment schedule for salary overpayment shall be agreed to between the employee and the District.
- **6.5 Lost Checks:** Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing if mailed, shall be replaced in accordance with Orange County Department of Education payroll procedures. The Office of Business Services will consider lost checks as a major priority and will act with as much speed as possible.

# 6.6 Change in Range Assignments:

- **6.6.1** Promotion Any employee receiving a promotion shall receive a salary increase of at least five and one-half (5.5) percent, except when the employee is on Step 6 and the range of the new position is only 1 or 2 ranges higher than the current position.
- **6.6.2** When the employee is temporarily assigned to a higher classification for more than five (5) work days within a fifteen (15) calendar day period, the employee will have his/her salary adjusted upward for the entire period he/she is required to work in the higher classification, at a rate that will reasonably reflect the duties required to be performed outside his/her regularly assigned duties.
- **6.7 Mileage:** Any employee in the bargaining unit using his/her private vehicle on authorized District business must have prior approval from their supervisor and shall be reimbursed at the current allowable standard IRS rate. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.
- **6.8** Meals and/or Lodging: Any employee in the bargaining unit who, as a result of work assignment, has meals and/or lodging away from the District shall be reimbursed in accordance with Board Policy.

**6.9 Longevity:** The District agrees to additionally compensate long service employees as specified below:

2%	increase in salary after	5	years of service
3%	increase in salary after	6	years of service
4%	increase in salary after	7	years of service
5%	increase in salary after	8	years of service
6%	increase in salary after	9	years of service
7%	increase in salary after	10	years of service
8%	increase in salary after	11	years of service
9%	increase in salary after	12	years of service
10%	increase in salary after	13	years of service
11%	increase in salary after	14	years of service
12%	increase in salary after	15	years of service
13%	increase in salary after	16	years of service
14%	increase in salary after	17	years of service
15%	increase in salary after	18	years of service
16%	increase in salary after	19	years of service
17%	increase in salary after	20	years of service
18%	increase in salary after	21	years of service
19%	increase in salary after	22	years of service
20%	increase in salary after	23	years of service
21%	increase in salary after	24	years of service
22%	increase in salary after	25	years of service

**6.9.1** The provisions of Article 6.9 will be discontinued for all bargaining unit members hired after October 1, 1998.

- **6.10 Step Increments:** The District shall provide employees a step increment after completion of six (6) months of service, and thereafter an annual step increment for each remaining step indicated on the salary schedule for the particular classification.
- **6.11** Salary Placement New Employees: New employees will be placed on the first step of the range to which they are appointed. At the discretion of the District, higher initial placements of full-time employees (30 hours or more per week) may occur with administrative approval up to step three (3) if there are verifiable wages and experience from previous employment. For the purposes of calculating months of service, the date of employment shall be considered the first day of the month employed if the starting date is the first (1st) through fifteenth (15th), or the first day of the following month when the starting date is the sixteenth (16th) through the thirty-first (31st).
- **6.12 Distribution of Job Information:** Upon initial employment and each change in classification each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement

of the employee's regular work site, regularly assigned work shift, the hours per day, per week, and months per year.

**6.13 Parking:** Appropriate parking shall be provided on campus for \$20.00 per academic year for each member. Effective with the beginning of the 2016/17 academic year, the cost of parking will be increased to \$40.00 per academic year for full-time members and \$20.00 per academic year for part-time members.

**Parking Lot Assessment:** The District shall include an assessment of the feasibility of a dedicated secure parking lot for Police Officers as part of a comprehensive parking survey. This obligation does not obligate the District provide for a secure parking lot for Police Officers in any future project.

- **6.14 Bilingual Pay:** Police Officers may become certified by the District in a foreign language in which they can demonstrate fluency by taking and passing a test administered by the Human Resources Department (or designee) for the purpose of being able to use those foreign language skills in the line of duty with a person unable to speak English. When an Officer is directed by the manager or supervisor, with the approval of the President, to use a verified bilingual ability as a regular and routine component of his/her assignment, he/she shall receive a stipend of 2% of base salary. The District shall require testing and certification of bilingual ability prior to the authorization for this stipend.
- **6.15** Field Training Officer (FTO): The District will provide an allowance to FTO's of five (5) percent added to base compensation during the pay period that they serve as an FTO starting on the first day of the following month.
- 6.16 Advanced POST Certificate: Beginning July 1, 2018, the District will provide an annual stipend of \$3,000 to any Officer who obtains an Advanced POST certificate, payable on a monthly prorated basis. In order to initiate the stipend, an officer must submit the certificate to Human Resources before the 5<sup>th</sup> of the month in order to [KL12] receive payment beginning in the subsequent pay period.

### **EMPLOYEE EXPENSES AND MATERIALS**

- 7.1 Safety Equipment: Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.
- **7.2** Non-Owned Automobile Insurance: The District agrees to provide the secondary personal injury and property damage insurance to protect employees in the event that employees use their personal vehicle on authorized employer business.
- **7.3 Physical Examinations:** The District agrees to provide the full cost of any medical examination required by the District as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code Section 88021 or its successor.
- 7.4 Hold Harmless Clause: Whenever any civil action is brought against an employee or any action or omission arising out of, or in the course of, the duties of that employee, the District agrees to pay the costs of defending such action, including costs of counsel and of appeals, if any, and shall hold harmless from and protect such employee from any financial loss resulting therefrom, insofar as permitted by law.

# HEALTH AND WELFARE BENEFITS

[Per TA signed 10/03/18]

## 8.1 Employee and Dependent Insurance Coverage:

The benefits provided for eligible active and retired employees are:

- a. Health Insurance: Effective July 1, 2015, the District shall provide up to a maximum annual contribution of \$20,556 for medical insurance for all eligible unit members, eligible retirees, and their eligible dependents. For each succeeding year, the District shall raise its annual contribution by up to 10%, provided, however, that the District contribution shall not drop below the annual cost of the HMO plan. Any premium increase above 10% shall be paid by active employees through payroll deduction.
  - 1. PPO Plan
  - 2. HMO Plan
- b. Life Insurance:
- c. Dental Insurance:
- d. Vision Insurance
- e. Long Term Disability
- f. Employee assistance program
- g. Long Term Care Insurance: For the duration of this Agreement, effective on the first day of the month, 30 days following Board approval, the District shall pay a maximum of \$8.00 per month towards the premium of long term care insurance for benefit eligible bargaining unit members.

The coverage provided in the plans shall meet the specifications agreed to by the District and POA and on file at the District Business Office.

# 8.2 Eligibility

- **8.2.1** All employees in the bargaining unit who work at least seventy-five (75) percent of the workweek shall be covered under the programs provided in Section 8.1 of this article in accordance with those Sections. Employees shall be enrolled in insurance programs on the first of the month following fulfillment of the eligibility requirement.
- 8.3 Benefits Administration: POA shall have the right to appoint one (1)

representative to a District wide committee formed for the purpose of research and reviewing insurance plans, proposals and benefits in order to insure that quality and cost effectiveness criteria are maintained. The District has the right to select the insurance carrier as long as same coverage is maintained.

- 8.4 Benefits Upon Retirement: For the term of this Agreement, the District shall pay the cost of health, dental, and vision insurance from the age of sixty (60)fifty-five (55) until eligibility for Medicare for employees who retire from the District and become retired annuitant of all CalPERS employment and who have been employed in the District full-time ten (10) consecutive years or longer preceding the date of retirement.
  - **8.4.1** The District shall provide retired employees who qualify for continuation of benefits under Article 8.4 with the option to purchase at employee expense supplemental medical coverage, provided the employee has obtained Medicare A and B coverage. Qualifying members must submit proof that they have obtained Medicare A and B. This benefit is subject to approval of the District's insurance carrier. That shall not be considered a vested right of retirees. The retiree may select from Options A or B subject to the conditions set forth herein.

**Option A:** The current District supplemental medical plan is available to retirees. The cost for the plan to the retired employee shall be the actual cost paid by the District which is to be paid monthly by the retiree in advance to the District. Payment must be received by the 15<sup>th</sup> of the month prior to the month of coverage. If payment is not received by the first day of the month of coverage the employee shall be dropped from the coverage and unable to participate in the future. The District reserves the right to establish a separate medical insurance pool for retirees who qualify under this section.

**Option B:** The CompanionCare/Medicare Supplemental Plan will also be offered to retirees as long as the District is covered by the Self-Insured Schools of California (SISC). This program is directly administered by SISC. Should the District decide to change the program administration from SISC, the District and the POA will meet to negotiate a similar program under a different administrator.

- **8.5** Section 125 Flexible Benefits: The District agrees to continue a Section 125 flexible benefit plan to include dependent care and/or medical care reimbursement.
- **8.6 General Provisions:** All enrollments are subject to carrier restrictions.
- **8.7** Legal Assistance Program: For the duration of this Agreement, effective on the first day of the month, 30 days following board approval, the District shall pay 100% of the premium for a Legal Assistance Program for benefit eligible bargaining unit members. Coverage provided shall meet the specifications on file

with the District.

### HOLIDAYS

### [Per TA signed 10/17/18]

**9.1** Scheduled Holidays: The District agrees to provide all employees in the bargaining unit with the following paid holidays. This schedule has been adjusted to take into account when a holiday falls on a Saturday or Sunday. Holidays will coincide with the Academic Calendar for each year:

# HOLIDAYS

Independence Day Labor Day Veteran's Day Thanksgiving Days Winter Recess M. L. King, Jr. Day Lincoln's Day President's Day Friday (in lieu of Admission's Day) Cesar Chavez Day Memorial Day

**9.2** Additional Holidays: Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under current Education Code or its successors shall be paid holidays for all employees in the bargaining unit. Holidays will coincide with the Academic Calendar for each year.

# 9.3 Holidays on Saturday or Sunday:

- **9.3.1** When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Except as provided in Section 9.3.2, when a holiday falls on Sunday the following workday which is not a holiday shall be deemed to be that holiday.
- **9.3.2** The operation of this Section shall not cause any employee to lose any of the holidays clearly indicated in this Article.
- **9.4 Winter Break:** Employees in the bargaining unit may, at the sole discretion of the Chief of Police based on the operational needs of the department, use their 8 holidays during the Winter Break in each December on any day of the week, including Saturday and/or Sunday.

# VACATIONS

- **10.1 Eligibility:** Vacation time under this Article. Vacation benefits are earned on a fiscal year basis -- July 1 through June 30.
- **10.2 Paid Vacation:** Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Following the completion of six (6) months of service, the employee shall be entitled to use earned paid vacation.
- **10.3** Accumulation: Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:
  - **10.3.1** From the first (1st) month through the fifth (5th) year of service, vacation time shall be earned and accumulated at the rate of one (1) day vacation for each month of service, not to exceed twelve (12) days per fiscal year. Following the completion for the fifth (5th) year of service three (3) days of vacation shall be granted on a one-time basis in addition to all other provisions in this Article.
  - **10.3.2** Commencing with the (6th) year through the tenth (10th) year of service, vacation time shall be earned and accumulated at the rate of 1.25 days vacation for each month of service not to exceed fifteen (15) days per fiscal year. Following the completion of the tenth (10th) year of service three (3) days of vacation shall be granted on a one time basis in addition to all other provisions in this Article.
  - **10.3.3** Commencing with the eleventh (11th) year of service, vacation shall be earned and accumulated at the rate of 1.50 days of vacation for each month of service, not to exceed eighteen (18) days per fiscal year.
  - **10.3.4** Commencing with the sixteenth (16th) year of service, twelve (12) month employees shall earn and accumulate vacation at the rate of 1.67 days of vacation per fiscal year.

### **10.3.5** Illustration:

#### TWELVE-MONTH EMPLOYEES

1 Month to	5 Years	12	Days Vacation
6 Years through	11 Years	15	Days Vacation
11 Years through	15 Years	18	Days Vacation
16 Years and after		20	Days Vacation

### **ELEVEN-MONTH EMPLOYEES**

1 Month to	5 Years	11	Days Vacation
6 Years through	11 Years	13.75	Days Vacation
11 Years through	15 Years	16.50	Days Vacation
16 Years and after		18.33	Days Vacation

#### TEN-MONTH EMPLOYEES

1 Month to	5 Years	10	Days Vacation
6 Years through	11 Years	12.50	Days Vacation
11 Years through	15 Years	15	Days Vacation
16 Years and after		16.67	Days Vacation

**10.4** Vacation Pay Upon Termination: When an employee in the bargaining unit, who has completed six (6) months of service, is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. An eligible employee who serves fifty (50) percent or more, but less than seventy-five (75) percent of a month shall be entitled to one-half (1/2) of a month's vacation allowance. An eligible employee who serves at least seventy-five (75) percent of the month shall be entitled to the full vacation allowance for the month. Carry-over of earned vacation shall be in accordance with Article 10.6.

#### **10.5** Vacation Postponement:

- **10.5.1** If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/ her vacation to the following year.
- **10.5.2** If for any unforeseen reason, such as illness, injury or personal property loss, a bargaining unit employee does not take all or any part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year. This does not provide for employee's election not to take vacation for added compensation.
- **10.6** Vacation Carry Over: Employees in the POA may not accrue more than one and one-half times their annual vacation accrual. Employees' vacation balances exceeding one and one-half times their vacation accrual shall not earn further vacation leave until they reduce their vacation leave balance to an amount not exceeding one and one-half times their annual vacation leave accrual.
- **10.7** Holidays: When a holiday falls during the scheduled vacation of any bargaining

unit employee, such holiday shall not be deducted from the earned vacation of the employee.

- **10.8 Vacation Scheduling:** Vacations shall be scheduled at times requested by bargaining unit employees with mutual agreement of the supervisor.
- **10.9 Interruption of Vacation:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of leave provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

### **CONDITIONS OF EMPLOYMENT**

**11.1** All Campus Police Officers shall comply with and fulfill the requirements specified in the following California statutes:

California Penal Code Section 830.32 states that the following persons are peace officers whose authority extends to any place in the state for the purpose of performing their primary duty or when making an arrest pursuant to Section 836 as to any public offense with respect to which there is immediate danger to person or property, or of the escape of the perpetrator of that offense, or pursuant to Section 8597 or 8598 of the Government Code. Those peace officers may carry firearms only if authorized and under terms and conditions specified by their employing agency.

(a) Members of a California Community College police department appointed pursuant to Section 72330 of the Education Code, if the primary duty of the police officer is the enforcement of the law as prescribed in Section 72330 of the Education Code.

(b) Persons employed as members of a police department of a school district pursuant to Section 39670 of the Education Code, if the primary duty of the police officer is the enforcement of the law as prescribed in Section 39670 of the Education Code.

(c) Any peace officer employed by a K-12 public school district or California Community College district that has completed training as prescribed by subdivision (f) of Section 832.3 shall be designated a school police officer.

(d) California Penal Code Section 832.3(a) states, any police officer of a district authorized by statute to maintain a police department, who is first employed after January 1, 1975, shall successfully complete a course of training prescribed by the Commission on Peace Officer Standards and Training before exercising the powers of a peace officer, except while participating as a trainee in a supervised field training program approved by the Commission on Peace Officer Standards and Training.

(e) Each police chief, or any other person in charge of a local law enforcement agency, appointed on or after January 1, 1999, as a condition of continued employment, shall complete the course of training pursuant to this subdivision within two years of appointment. The training course for a sheriff, an undersheriff, and a deputy sheriff of a county, and a police chief and a police officer of a city or any other local law enforcement agency, shall be the same.

(f) Any school police officer first employed by a K-12 public school district or California Community College district after July 1, 1999, shall successfully complete a basic course of training as prescribed by subdivision (a) before exercising the powers of a peace officer. A school police officer shall not be subject to this subdivision while participating as a trainee in a supervised field-training program approved by the Commission on Peace Officer Standards and Training.

(g) The Commission shall prepare a specialized course of instruction for the

training of school Police Officers, as defined in Section 830.32, to meet the unique safety needs of a school environment. This course is intended to supplement any other training requirements.

(h) Any school peace officer first employed by a K-12 public school district or California Community College district before July 1, 1999, shall successfully complete the specialized course of training prescribed in subdivision (g) no later than July 1, 2002. Any school police officer first employed by a K-12 public school district or California Community College district after July 1, 1999, shall successfully complete the specialized course of training prescribed in subdivision (g) within two years of the date of first employment.

Education Code Section 72330.2 requires every member of a California Community College police department first employed by a California Community College district before July 1, 1999, shall, in order to retain his or her employment, fulfill both of the following conditions:

(a) The employee shall submit to the district one copy of his or her fingerprints on forms prescribed by the Department of Justice. The Department of Justice shall forward this copy to the United States Federal Bureau of Investigation.

(b) The employee shall be determined to be a person who is not prohibited from employment by the California Community College district, and, if the employee is required to carry a firearm, shall be determined by the Department of Justice to be a person who is not prohibited from possessing a firearm.

The Department of Justice may participate in the National Instant Criminal Background Check System (NICS) in lieu of submitting fingerprints to the United States Federal Bureau of Investigation in order to meet the requirements of this section relating to firearms.

Compliance with the provisions of Government Code Sections 1029 and 1031 are also required.

- **11.2** Pursuant to California Penal Code Section 830.32(c), the title Campus Safety Officer is changed to Campus Police Officer. A new classification titled Campus Security Officer will be added to augment the existing force structure.
- **11.3** Current bargaining unit employees who are found not eligible for further employment as Campus Police Officers due to possessing mandatory disqualifying evidence in their personal history discovered as a result of a P.O.S.T background investigation, shall be terminated from employment.

Campus Police Officers who are found not eligible for further employment due to possessing discretionary disqualifying information in their personal history discovered as a result of a P.O.S.T. background investigation utilizing post criteria, or as a result of failing a P.O.S.T psychological examination, shall be reclassified as Campus Security Officers.

**11.3.1** Campus Security Officers do not have peace officer authority or power and will not carry firearms.

- **11.3.2** Campus Security Officers perform observe and report in-house security guard functions as specified in the job specification that is approved by the Governing Board of Trustees.
- **11.3.3** Campus Security Officers will be issued uniforms different from those issued to Campus Police Officers. The Chief shall have discretion to determine the standard uniform issue for Campus Security Officers.
- **11.3.4** Campus Security Officers shall comply with and fulfill the selection and training standards established by the Bureau of Investigative Services (BSIS), California Department of Consumer Affairs and the District, in accordance with Education Code §72330.5.
- **11.3.5** Campus Security Officers shall, as a condition of employment, satisfy the requirements of Education Code §72330.5(d).
- **11.4** Employees that are reclassified as Campus Security Officers will remain at their current salary range and benefit schedule for a period of three years from the date of reclassification. At the end of three years, they will be placed on the Campus Security Officer salary schedule, Step 6. Once reclassified, they will not receive further longevity pay or step and column increases under the current or future Campus Police Officer District Salary Schedule. They will continue to receive cost of living allowances when approved by the Governing Board of Trustees.
- **11.5** At no time will a Campus Security Officer position be hired to replace a Campus Police Officer position.
- **11.6** At no time will a Campus Security Officer be permanently or temporarily scheduled or assigned to replace a Campus Police Officer from his or her assigned duties or work shift.

### UNIFORMS/WEAPONS INSPECTION/RANGE TRAINING

Upon being hired, full time Police Officers shall receive five (5) new uniforms (except for shoes) and shall be issued replacement items strictly upon the Chief of Police's sole discretion.

Part-time Police Officers shall receive two (2) new uniforms upon hire (except for shoes) and shall be issued replacement items strictly upon the Chief of Police's sole discretion.

Summer uniforms authorized May 1 through October 30 or as authorized by the Chief of Police. Purchase replacement of summer uniforms will be up to two (2) sets per calendar year. The chief has the discretion of determining the uniform of the day.

The average value of issued and replacement items is \$1500 per year.

- **12.1** All Police Officers shall be subject to weekly weapons inspections by the appropriate supervisory employee.
- **12.2** Four (4) hours of training may be performed on a monthly basis scheduled at the discretion of the Chief of Police or his/her designee.
- **12.3** Firearms requalifications shall be successfully completed at least monthly scheduled at the discretion of the Chief of Police. The District will make efforts to schedule firearms requalifications during regularly scheduled work hours. In the event that a requalification occurs outside regularly scheduled work hours, the District will compensate the bargaining unit member with overtime in accordance with the Fair Labor Standards Act.
- **12.4** A Police Officer may be permitted to carry a backup weapon based upon case-bycase discretionary approval of the Chief of Police. The Chief of Police shall only deny a request by a Police Officer to carry a backup weapon based upon a legitimate reason. If a Police Officer is authorized to carry a backup weapon, the Officer will qualify with the backup weapon upon initial approval and every January as long as the backup weapon is carried in a backup capacity at any time during the year. The holster worn by the Police Officer for the backup weapon must also be approved by the Chief of Police. Ankle holsters will not be allowed. The Police Officer shall independently bear all costs related to an approved backup weapon and holster.

## LEAVES

**13.1 Bereavement Leave:** Employee shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be granted for a period of three (3) days, and five (5) days if travel exceeds 200 miles one way within the State of California, or five (5) days if travel is outside the State of California. The immediate family is defined as mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee.

**13.1.1** Personal Necessity Leave can be used to extend bereavement leave.

- **13.2** Jury Duty: An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received from jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regular shift commences at 11:00 a.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.
- **13.3 Military Leave:** An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 13.4 Sick Leave:
  - **13.4.1 Leave of Absence for Illness or Injury:** An employee, employed five (5) days a week shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.
  - **13.4.2** Any full time bargaining unit member employed for less than a full fiscal year at the time of granting sick leave, shall be entitled to a pro-rata share of sick leave accrued based upon the proportion of the fiscal year the employee works.

- **13.4.3** An employee employed less than five (5) days per week shall be entitled to a pro-rata share of sick leave based upon the proportion of a full week the employee is permanently scheduled.
- **13.4.4** Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- **13.4.5** At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.

If employee resigns, retires or terminates, or upon the conclusion of employment, unaccrued sick leave which has been taken shall be reimbursed to the District by deduction from the employee's final pay check. If the final paycheck is not sufficient, a repayment schedule shall be agreed to between the employee and the District.

- **13.4.6** Pregnancies and disabilities arising out of pregnancies shall be considered as an illness for the purposes of utilizing sick leave.
- **13.4.7** If an employee does not take the full amount of sick leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- **13.4.8** Any accrued sick leave credit earned by an employee but unused on the date of retirement shall be converted to retirement credit in accordance with the applicable PERS Rules and Regulations.
- **13.4.9** Accumulated sick leave up to seven (7) days maybe used in any fiscal year by the employee in cases of personal necessity, including any of the following:
  - **13.4.9.1** Death of a member of his/her immediate family when additional leave is required beyond that provided in Article 13, Section 13.1 (Bereavement Leave).
  - **13.4.9.2** Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

- **13.4.9.3** Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- **13.4.9.4** Such other reasons which cannot be resolved before or after the employee's working hours, is serious in nature, cannot be disregarded, and which requires the employee's immediate attention.
- **13.4.9.5** Notification of personal necessity leave shall be made at least two (2) days in advance to the employee's immediate supervisor. If two (2) days advance notice cannot be given, it shall be given as soon as possible.
- **13.4.9.6** Personal Necessity Leave shall not be used for convenience, social events, political activities, job actions, or occupational investigations except as provided in Section 18.10.2 relating to layoffs.
- **13.4.10** A medical statement will be required when an employee is absent for longer than five (5) consecutive working days. The Board of Trustees designees limited to Chancellor, Acting Chancellor, or Director of Human Resources may require a statement from a physician at any time regardless of the duration of the absence.
- **13.5** Industrial Accident and Illness Leave: In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of the State of California, employees shall be entitled to the following benefits:
  - **13.5.1** An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

- **13.5.1.1** An employee suffering serious bodily injury during the performance of his/her duties as a result of a willful and unlawful use of force or violence by another necessitating absence from his/her duties and responsibilities shall be entitled to leave of up to one hundred twenty (120) working days in any one fiscal year for that injury. This leave shall not be accumulated from year to year, and if this leave overlaps the fiscal year, the employee shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the injury or illness occurred. This leave is intended to provide an additional 60 days of paid leave beyond benefits provided in Section 13.5.1 as a result of an employee suffering a work related serious bodily injury as a result of a willful and unlawful use of force or violence against a bargaining unit member.
- **13.5.2** Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of the State of California, exceed the normal wage for the day.
- **13.5.3** The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of the State of California at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when, added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- **13.5.4 Remain in State During Industrial Accident or Illness Leave:** Any employee receiving benefits as a result of an industrial accident or illness shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- **13.6** Entitlement to Other Sick Leave: Each employee in the bargaining unit shall once a year be credited with a total of 100 days sick leave in addition to the sick leave provided under Section 13.4.1 of this Article. Each day of sick leave provided by this Section shall be compensated at the rate of fifty (50) percent of the employee's regular salary. The paid sick leave provided for under this Section shall be in addition to any other paid leave provided for in this Article and shall be used after the exhaustion of the leaves provided in Sections 13.4. The leave in this Section shall not be accumulative.

- **13.6.1** For employees newly hired on or after July 1, 2000, entitlement to other sick leave under Section 13.6 shall be paid in addition to any other paid leave provided in this Article and shall run concurrently with any other paid leaves provided in this Article. The leave in this section shall not be accumulative.
- **13.7 Reemployment List:** When all available paid leaves of absence have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with seniority.

An employee who has been placed on a reemployment list, who has been medically released for return to duty, and who fails to accept the offer to return to a vacant position, shall be deemed to have resigned his/her employment.

**13.8 Parental Leave:** An employee who is the natural or adoptive parent of a child may be entitled to an unpaid leave of absence for up to six (6) months for the purpose of rearing his/her child within one year of the birth or adoption. This leave shall run concurrently with and shall not be in addition to any leave which may be available under state or federal law for the same purpose. Any right to have health benefit premiums paid by the District pursuant to law shall be limited to a maximum of twelve (12) weeks in any twelve (12) month period. A written, signed request by the employee for the leave, specifying the beginning and ending dates of the period of the leave, shall be submitted to the District not less than twenty (20) working days before the commencement date of the leave. If a change in the length of the leave becomes necessary after the date the request has been approved, the change shall only affect the date the employee intends to return to active service. A written, signed statement shall be submitted to the District not less than ten (10) working days before the date the leave is to terminate.

In the event a female employee suffers a disability caused by pregnancy or childbirth at a time during which she is not on parental leave, she may submit a request for sick leave and related benefits as are allowed for other temporary disabilities. The request will be considered upon the basis of written statements contained in a supporting report signed by her physician specifying the approximate length of time the physician believes the employee will be disabled from the pregnancy, birth, and/or related complications.

Return rights of employees taking parental leave shall be consistent with state or federal family leave laws where applicable. For parental leaves of less than six months but in excess of any statutory entitlement, the employee shall be entitled to return to the same classification (but not necessarily to the same position as the employee served in) immediately prior to the leave, unless the position or classification has been discontinued and the employee has been served notice under the layoff provisions of the California Education Code. Employees who do not return at the end of the authorized leave are subject to disciplinary action which may include dismissal.

- **13.9** General Leaves: An employee shall have the right to apply for a paid or unpaid leave of absence at any time upon any terms acceptable to the District and an employee.
  - **13.9.1** Any employee in the bargaining unit on general leave shall continue to receive their current medical, dental, vision, life and long-term disability insurance benefits for the first three (3) months. After this period, they shall have the option of continuing medical and/or other insurance coverage under the District's plan at their own expense.

# **13.10** Convenience Leave:

- **13.10.1** Employees in paid status throughout the fiscal year not utilizing any sick leave during the fiscal year shall be entitled to two (2) days of non-cumulative paid convenience leave which must be taken by the employee in the following fiscal year.
- **13.10.2** Employees in paid status throughout the fiscal year utilizing no more than two (2) sick leave days during the fiscal year shall be entitled to one (1) day of non-cumulative paid convenience leave which must be taken by the employee in the following fiscal year.
- **13.10.3** The convenience leave authorized by the section shall be scheduled subject to the mutual agreement of the supervisor and the employee. Scheduling shall take into consideration other employees' leaves and vacations. Employees shall be entitled to take convenience leave pursuant to Section 13.10 during the fiscal year immediately following the fiscal year in which the convenience leave was earned. It is agreed and understood that this convenience leave does not constitute a form of salary and will not result in any monetary liability to the District or payment to the employee.

### **13.10.4** Convenience Leave Table:

Sick Time Used	Convenience Leave Earned
in One Year	for the following year
None	Two (2) days
Two (2) days or less	One (1) day

### TRANSFERS AND REASSIGNMENT

- 14.1 Lateral Transfer Within Current Classification: An employee may request a lateral transfer to an open position within the employee's current classification at any location within the District. Any such transfer is subject to the mutual consent of both Police Chiefs of the Police Departments of the Saddleback and Irvine Valley campuses, as well as the Executive Director of Human Resources & Employer/Employee Relations or designee.
- **14.2 Open Position:** When a bargaining unit position has not been filled through a lateral transfer under section 14.1, or if a vacancy has been created through a lateral transfer, then the open position shall be posted internally at appropriate work locations for not less than ten (10) working days, as well as advertised externally. Any employee in the bargaining unit may apply for the position by filing an appropriate District approved application with the Office of Human Resources within the time limits specified. All qualified bargaining unit members who apply shall be interviewed.
- **14.3** Notice Contents: The vacancy announcements for purposes of Section14.2 shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned work location, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- **14.4 Medical Transfers:** The District shall give alternate work within the same bargaining unit for which the employee is qualified when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular duties. The Director of Human Resources, or his/her designee, and the employee shall meet following a request from the employee to determine whether there is work for which the employee is qualified and is physically able to perform after an employee has become medically unable to satisfactorily perform his/her regular duties. The alternate work may constitute promotion, demotion, or lateral transfer. It is recognized that one (1) or more meetings may need to take place. The opportunity for alternate work shall be made available for a period of up to one (1) year after the employee is medically unable to satisfactorily perform his/her regular duties. If the employee declines alternate work, the District shall have satisfied all of its obligations with regard to alternate work.
- **14.5** Americans with Disabilities Act: Each request for reasonable accommodation under the Americans with Disabilities Act ("ADA") by a bargaining unit member shall be referred to the District and POA for examination on an individual basis.

# 14.6 District Initiated Transfer:

- **14.6.1 Temporary Transfer:** In the event an employee is temporarily assigned to work in a work location other than the employee's normal work site for a period in excess of five (5) working days, the employee shall be granted, upon written request, the opportunity for a personal conference with the employee's current immediate supervisor and/or a representative from the Office of Human Resources. A temporary transfer in excess of twenty (20) working days shall be processed in accordance with section 14.6.2.
- **14.6.2 District Initiated Transfer:** Employees may be transferred for nondisciplinary reasons under this Article when it is in the best interest of the District. Transfer is a movement from one (1) location or operating unit to another within South Orange County Community College District and within the employee's same classification. The District agrees that it shall consider voluntary transfers prior to requiring an involuntary transfer. The District shall not be arbitrary, capricious, or discriminatory in the application of District initiated transfers. Except unusual circumstances as determined by the Chief of Police the District shall give fifteen (15) working days notice to affected employees before initiating a District transfer. By mutual agreement between the District and the employee, notice time can be less than fifteen (15) working days. The employee shall be granted, upon written request, the opportunity for a personal conference with the employee's current immediate supervisor and/or a representative from the Office of Human Resources.

# 14.7 Reversion Rights:

- **14.7.1** An employee who is promoted and fails to complete the required probationary period of one (1) year shall be returned to the classification in which the employee held permanency immediately prior to the promotion. To be eligible: 1) there must be an available, vacant position in the employee's prior classification; or 2) the employee must have greater seniority than the least senior employee serving in that classification. A position is not available and vacant when the position is not being filled due to a hiring freeze.
- **14.7.2** In the event the returning employee cannot displace an employee in the classification immediately held prior to promotion, the returning employee may displace the least senior employee of the next previously held classification as per section 14.7.1.

- **14.7.3** Any employee displaced as a result of the application of this Article shall be entitled to the displacement provisions of sections 14.7.1 and 14.7.2. It is recognized that this process of bumping may ultimately result in the layoff of an employee. Any such layoff shall be processed in accordance with the provisions of Article 18 of this Agreement.
- **14.7.4** Promoted employees who return to their former or other classifications shall be credited with the time earned in the promoted classification to the position held immediately prior to promotion.
- **14.7.5** Promoted employees who have completed the initial probationary period in any classification shall retain all rights, benefits and burdens of a permanent employee as to any classification in which permanency has been obtained.

### **GRIEVANCE PROCEDURE**

### **15.1 General Conditions:**

- **15.1.1** A grievance is defined as a complaint by one (1) or more bargaining unit members or the POA on behalf of one (1) or more bargaining unit members involving the interpretation, application, or alleged violation of this Agreement, District policy, rule, regulation, or practice which violates this Agreement.
- **15.1.2** A grievant is one (1) or more member(s) of the bargaining unit or the POA on behalf of one (1) or more bargaining unit members that has filed a grievance.
- **15.1.3** It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.
- **15.1.4** The grievant must present the grievance in writing on the "Classified Statement of Grievance" form, beginning with the Formal Resolution, Step One (Section 15.2.2). All grievances must be timely filed. Time limits may be extended only by mutual agreement of both parties confirmed in writing. If the Association is a party to either a Group Grievance or Policy Grievance (see section 15.4 15.5), the grievance will identify as many affected employees or classes of employees as possible. All grievances shall contain a clear and concise statement of the grievance, the circumstances involved, the affected employee (s) and the specific remedy(ies) sought. The statement shall be sufficiently specific to enable the District to determine the application of the remedy sought to the affected employees.
- **15.2 Procedure:** Grievances shall be handled in the following manner:
  - **15.2.1** Within thirty (30) calendar days after the occurrence of the act or omission giving rise to the grievance, the grievant shall attempt to resolve the grievance by an informal meeting with the immediate supervisor. If the immediate supervisor and the grievant reach agreement, the informal conference and the agreement is not activated by the parties, and the thirty (30) days stated above shall be reinstated. At the informal grievance meeting both parties shall sign and date a written statement to the effect that informal grievance meeting was held and its resolution if resolved.

- **15.2.2 Step One Formal Resolution:** In the event the grievance is not resolved at the informal level, the aggrieved employee shall present the grievance directly to the employee's immediate supervisor in writing within ten (10) working days of the informal meeting with a copy of the grievance to the Director of Human Resources or designee. Within ten (10) working days after receipt of the grievance, the immediate supervisor shall hold a meeting at which the grievant shall be present to discuss and seek to resolve the grievance. If the grievance is not satisfactorily adjusted after the meeting, the immediate supervisor, within ten (10) working days after the meeting, shall reduce to writing his/her response to the grievance.
- **15.2.3 Step Two:** If the grievance is not satisfactorily adjusted by employee's immediate supervisor, or if the employee's immediate supervisor fails to respond in accordance with Step One, the grievant shall submit the grievance in writing to the College President or the President's designee with respect to a grievance arising at the College, or the Director of Human Resources, or the designee with respect to a grievance arising at the District level, within ten (10) working days of the response from the immediate supervisor or if the immediate supervisor fails to respond in accordance with Step One. Within ten (10) working days after receipt of the grievance at Step Two, the appropriate administrator shall hold a meeting at which the grievant shall be present to discuss and seek to resolve the grievance. The grievant and the Site Representative shall be notified in writing of the response to Step Two within ten (10) working days after the meeting. The President's designee shall not be any person who has previously addressed the grievance at any of the previous levels.
- **15.2.4 Step Three:** If the grievance is not satisfactorily adjusted at Step Two or if the procedures called for at Step Two are not followed, the grievant shall submit the grievance in writing to the Chancellor or Chancellor's designee within ten (10) working days of the receipt of the response at Step Two or if the time periods called for in Step Two have passed. Within ten (10) working days of receipt of the grievance at Step Three, the Chancellor or Chancellor's designee will meet with the grievant in an attempt to resolve the grievance. Within ten (10) working days after this meeting, the Chancellor or Chancellor's designee shall deliver to the grievant and the Site Representative the response to the grievance. The Chancellor's designee shall not be any person who has previously addressed the grievance at any of the previous levels.
- **15.2.5 Step Four:** If the grievance is not satisfactorily adjusted at Step 3, or if the procedures called for are not followed, the Grievant may submit the grievance in writing to the Vice Chancellor, Human Resources to then commence advisory arbitration. The District shall within 10 working days request a panel of 7 names from the California State Mediation and Conciliation Service. The parties shall select an arbitrator by the alternate striking method. The fees and expenses of the arbitration shall be paid

equally by the parties. The loser of the grievance shall however pay the arbitrator's fees. Either party shall bear the expense of the presentation of its own case. The Arbitrator's decision shall be advisory to the Board. Any of the time limits set forth in this Article may be extended by mutual agreement of the parties. No party to a grievance shall be in any way discriminated against or receive any reprisals for utilizing this grievance procedure.

- **15.3** Grievance Witnesses: The District shall make available for testimony in connection with the grievance procedure a District employee whose appearance is requested by the grievant or POA.
- **15.4 Group Grievances:** If the grievance involves employees with different immediate supervisors, the grievance may be filed at Step Two.
- **15.5 Employee-Process Grievance:** An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of POA as long as the adjustment is not inconsistent with the terms of this Agreement. POA shall be provided a copy of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance, POA shall be provided with a copy of the proposed resolution for review. POA shall be given ten (10) days to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.
- **15.6** Grievance Processing: The grievant and the POA Site Representative shall be entitled to process a grievance with no loss of pay or benefits.
- **15.7** Separate Grievance File: All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for inspection only by the employee, the POA Site Representative upon permission by the grievant and those management, supervisory, and confidential employees directly involved in the grievance procedure.
- **15.8 Purpose:** The District recognizes the need and affirms the right of POA to designate Site Representatives from among employees in the unit. It is agreed that POA in appointing such representatives does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.
- **15.9 Duties and Responsibilities of Site Representatives:** The grievant shall have the right to have his/her Site Representative present at any step of this grievance procedure. The following shall be understood to constitute the duties and responsibilities of Site Representatives.

- **15.9.1** After notifying his/her immediate Supervisor, a Site Representative may assist in investigation, preparation, writing, and presentation of grievances. The Site Representative shall advise the Supervisor of the grievant of his/her presence. The Site Representative is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.
- **15.9.2** A Site Representative may accompany a CAL-OSHA representative conducting an on-site walk-around safety inspection of any area, department, division, or other subdivision in fulfillment of the Site Representative's responsibilities.
- **15.10 POA Staff Assistance:** Site Representatives shall at any time be entitled to seek and obtain assistance from POA staff personnel.

### SAFETY

- **16.1 Safety Committee:** A District Safety Committee shall include at least one (1) member appointed by POA. This committee shall review health, safety, sanitation and working conditions. This committee should meet not less than every three (3) months and make recommendations to the District concerning improvements in health, safety, sanitation and working conditions.
- **16.2** The District and POA shall establish a Police Department Safety Committee that will meet quarterly to discuss any outstanding Police Officer safety issues.
- **16.3** No Discrimination: No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of good safety practices.

## **DISCIPLINARY ACTIONS**

- **17.1 Disciplinary Action:** Discipline shall be imposed on employees of the bargaining unit for the following reasons.
  - **17.1.1** Incompetency.
  - **17.1.2** Inefficiency.
  - **17.1.3** Insubordination.
  - **17.1.4** Inattention to or dereliction of duty.
  - 17.1.5 Dishonesty.
  - **17.1.6** Immoral conduct.
  - **17.1.7** Discourteous treatment of public or District employees.
  - 17.1.8 Any willful failure of good conduct that tends to injure the public service.
  - **17.1.9** Any willful or persistent violation of the provisions of this Agreement.
  - **17.1.10** Engaging in a political activity during assigned working hours by the employees.
  - **17.1.11** Repeated unreported, and/or unauthorized absence or tardiness.
  - **17.1.12** Unexcused repeated and persistent absences that result in the disruption and loss in efficiency in the operating unit.
  - **17.1.13** The use of fraud, deception, or misrepresentation of material facts in obtaining an appointment or a place on the eligibility list.
  - **17.1.14** Conviction of a sex offense as defined in Education Code Section 87010 or a narcotic offense as defined in Education Code Section 87011.
  - **17.1.15** Receipt of citizen complaints wherein it is determined the bargaining unit member is culpable of misconduct as a result of an Internal Affairs Investigation.
  - **17.1.16** Finding of violation of Department or District rules and regulations as a result of an Internal Affairs Investigation.
  - **17.1.17** For other good and sufficient cause as determined by the Chief of Police.

- **17.2 Timeliness:** The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District takes disciplinary action, unless such cause was concealed or not disclosed by the employee.
- **17.3 Suspension:** Employees may be suspended prior to the Board of Trustees' final decision following a hearing before the Chancellor or designee. The employee may be suspended without pay following the hearing only if the employee's presence at work could prove injurious or harmful to the District. If, after a hearing, the suspension is upheld, the Board of Trustees shall determine whether the suspension is with or without pay. However, employees criminally charged with an offense enumerated in Education Code section 88123 shall be suspended in accordance with the procedures set forth in Education Code Section 88123.
- 17.4 Disciplinary Procedure: When the District seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and served in person or by certified mail upon the employee by the Chancellor or designee. The notice shall contain (1) a statement of the specific acts or omissions upon which the disciplinary action is based, (2) a statement of the cause for which disciplinary action is taken, (3) the Education Code, policy, rule, or regulation violation, (4) the penalty proposed, (5) copies of the documentary evidence upon which the disciplinary action is based, and (6) a statement of the employee's right to appeal the proposed disciplinary action to the Board of Trustees by filing a written request for hearing with the Office of the Chancellor within fourteen (14) calendar days from postmark of the District's Statement of Charges.
- **17.5** The costs of the disciplinary appeal shall be allocated in accordance with the provisions of 15.2.5 of the Agreement.
- **17.6 Decision by the Board of Trustees:** The decision by the Board of Trustees shall be final.

### LAYOFF AND REEMPLOYMENT PROCEDURES

**18.1** Layoff: Layoff means termination of employment and includes any reduction in hours, days, or months of employment or assignment to a class or range lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption or employment by layoff.

### **18.2** Notice of Layoff:

- **18.2.1** Upon the decision of the District's Board of Trustees to layoff a classified employee, written notice of layoff shall be sent by first class mail to the person's last known address on file in the District's Office of Human Resources or delivered in person to the affected classified employee or employees.
- **18.2.2** When, as a result of the expiration of a specially funded program, classified positions are eliminated at the end of a school year, the employee or employees to be laid off at the end of such school year shall be given written notice on or before May 29, informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. If the termination date of any specially funded program, is other than the end of a school year, such notice shall be given not less than thirty (30) calendar days prior to the effective layoff date.
- **18.2.3** When, as a result of a reduction or elimination of the service being performed by any department, the employee or employees to be laid off shall be given written notice of layoff not less than thirty (30) calendar days prior to the effective layoff date and shall be informed of their displacement rights, if any, and reemployment rights.
- **18.2.4** Following receipt of any layoff notice, the POA President and POA Field Representative may meet with District representatives to review the notice and order to layoff.
- **18.3** Order of Layoff: Classified employees within an affected job classification shall be laid off subject to the following provisions:
  - **18.3.1** The order of layoff shall be by seniority as defined in this Article.

- **18.3.2** Seniority shall be determined by Board approved hire date within each classification plus higher classifications. Length of service in a lower classification shall not be credited toward seniority in a higher classification. Paid service performed prior to entering into a probationary status in the classified service shall not be credited toward seniority. Time spent on the following authorized leaves of absence shall be included when computing seniority:
  - Paid leaves of absence
  - Leaves mandated by statute
  - Required military leaves of absence

Time spent on all other leaves of absence shall not be credited toward seniority and shall be deducted from the employee's seniority for purposes of determining layoff.

- **18.3.3** In the case of two (2) or more classified employees with the same seniority, the order of layoff shall be based on the following.
  - **18.3.3.1** Date of first paid service as a probationary employee in the District.

18.3.3.2 By lot.

### **18.4** Displacement Rights - Demotion in Lieu of Layoff and Bumping Rights:

- **18.4.1** Permanent employee laid off from the employee's present class may elect to be demoted and bump into a vacant position in the next lowest class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into vacant positions in lower classes to avoid layoff. To be considered for demotion into a lower vacant position, the employee shall be required to notify the District Office of Human Resources in writing of such election not later than ten (10) working days after receiving the notice of layoff.
- **18.4.2** To be considered for bumping, which would result in the displacement of a less senior employee in the classification in which the employee subject to layoff has greater combined seniority in the lower and higher classifications, the employee shall be required to notify the District Office of Human Resources in writing of such election not later than ten (10) working days after receiving the notice of layoff.

- **18.4.3** An employee who has accepted a demotion or bumping rights in lieu of layoff, has the right to be reemploy, in accordance with seniority in the former class, for an additional twenty-four (24) month period after the thirty-nine (39) month reemployment period.
- **18.5** Voluntary Reductions in Assigned Time: The District may elect, in lieu of layoff, to offer reductions in assigned time to classified employees within an affected classification. An employee who elects and receives a reduction in assigned time in lieu of layoff shall, nonetheless, be placed on the thirty-nine (39) month reemployment list, together with an additional twenty-four (24) month period, and shall be eligible to return to this former assigned time in order of seniority.
- **18.6** Return to Former Classification Following Voluntary Demotion or Voluntary Reduction in Hours: Employees taking voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within the sixty-three (63) month time limit per paragraph 18.5 above, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

# **18.7** Retirement in Lieu of Layoff:

- **18.7.1** Any employee subject to being laid off or who was in fact laid off may elect to accept a service retirement from the Public Employee's Retirement System in accordance with Education Code Section 88015.
- **18.7.2** The employee shall be placed on a thirty-nine (39) month reemployment list in accordance with of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.
- **18.7.3** The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.
- **18.7.4** An employee subject to this Article who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.
- **18.7.5** Any election to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this Article.

# **18.8 Reemployment:**

- **18.8.1** A classified employee who is laid off shall be placed on a thirty-nine (39) month employment list and shall have the right to apply for other positions within the District while the employee's name remains on the reemployment list. The employee shall be required to maintain his/her current address on file with the District Office of Human Resources.
- **18.8.2** If, during an employee's eligibility period for reemployment, positions become vacant within a job classification of a laid off employee or employees, the District shall notify by first class mail addressed to the last known address on file with the Office of Human Resources such employee or employees offering reemployment in order of seniority.
- **18.8.3** If the employee accepts reemployment, the employee shall report to work within ten (10) working days following notification of reemployment.
- **18.8.4** An employee who receives such notice of reemployment, but who does not accept the offer of reemployment within five (5) working days shall be deemed to have rejected the offer of reemployment. After refusal or non-response to the second consecutive offer of reemployment, the employee's name shall be removed from the thirty-nine (39) month reemployment list including all rights hereto.
- **18.8.5** A classified employee reemploy within thirty-nine (39) months after being laid off shall be fully restored to his/her position with all rights to permanent status. Seniority, benefits, or service credit shall not, however, accrue during the period of layoff.
- **18.9** Seniority Roster: The District shall maintain an updated seniority roster indicating employee's class seniority, and hire date seniority. Such rosters shall be available to POA for review.

### 18.10 Benefits to Employees Following Layoff:

- **18.10.1** The District shall continue to pay health and welfare benefits at the current rate for all employees laid off and currently receiving benefits for ninety (90) calendar days from the date of layoff.
- **18.10.2** The District shall allow each full time employee subject to layoff who works at least six (6) hours per day with up to twenty-four (24 Hours of accrued personal necessity leave for the purpose of seeking future employment. The twenty-four (24) hours shall be in increments not exceeding four (4) hours each.

**18.10.3** Employees laid off shall be afforded "substitute" employment in any class within the District for which he/she meets minimum qualifications.

### SEVERABILITY

- **19.1** Savings Clause: If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- **19.2 Replacement for Severed Provision:** In the event of suspension or invalidation of any Article or Section of this Agreement, the District and POA will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such Article or Section.
- **19.3 Rules or Regulations:** Rules, regulations, policies and practices which are in effect at the time of this Agreement that affect the wages, hours and working conditions of bargaining unit members shall not be modified without prior consultation with POA.

### **CONCERTED ACTIVITIES**

- **20.1** Apart from, and in addition to, existing legal restrictions upon work stoppages, neither bargaining unit members, POA, or its officers, officials, agents or representatives, shall incite, encourage or participate in any strike, walkout, slowdown, picketing or other work stoppage of any nature whatsoever, against the District during the life of the Agreement for any cause of dispute whatsoever, including, but not limited to, disputes which are subject to any grievance procedure, disputes concerning matters not mentioned in this Agreement, disputes with other labor organizations, persons or employers, jurisdictional disputes, or compliance with the request of other labor organizations to engage in such activity.
- **20.2** In the event that any of the occurrences prohibited by the preceding paragraph takes place, bargaining unit members POA, and its officers, agents, representatives, and responsible officials, shall immediately and publicly disavow such action as unauthorized and use all power within their authority to end or avert such action at the earliest possible time and bargaining unit members, POA and its officers, agents, representatives, and responsible officials shall not honor any picket line set up under any circumstances.
- **20.3** Any employee hereunder engaging in or assisting in any of the activities prohibited by 20.1 above shall be subject to discipline or discharge as determined by the District.

### **NEGOTIATIONS**

### [Per TA signed 10/17/18]

**21.1** <u>Released Time for Negotiations: POA shall have the right to designate three (3)</u> employees, who shall be given reasonable released time to participate in negotiations. Notification and Public Notice: If either party desires to alter or amend this Agreement, it shall, not less than one hundred and eighty (180) days prior to the termination date set forth under Length of Agreement, Article 22, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled. It is the intent of the parties to fulfill the requirements of Government Code section 3543.7.</u>

**21.2** Commencement of Negotiations: Within five (5) days of satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

**21.3 Released Time for Negotiations:** POA shall have the right to designate three (3) employees, who shall be given reasonable released time to participate in negotiations.

**21.42** Agreement of Parties: This Agreement contains the agreement of the parties as to all existing matters. It is agreed that the District and POA will support the terms of this Agreement during the life of this Agreement and will not seek change or improvement on any matters subject to the meet and negotiation process except by mutual agreement.

### LENGTH OF AGREEMENT

### [Per TA signed 10/17/18]

- **22.1** Length of Agreement: This Agreement shall become effective uUpon ratification by both parties, this Agreement and shall become effective July 1, 2018 and continue in effect to and including June 30, 2018–2021 and from year to year thereafter unless alteration or amendment is requested in writing in accordance with the Negotiations Article 21 and until a successor agreement is reached.
- **22.2** This Agreement constitutes the entire agreement between the parties and concludes meeting and negotiating on subjects dealing with hours of employment and other conditions of employment for the term of this Agreement. It is further understood that any part of this Agreement may be reopened for negotiation with the mutual consent of both parties.

### **DEFINITIONS**

- **23.1** "Anniversary date" is the date upon which an employee is granted salary step advancement earned by completion of a required period of service.
- **23.2** "Classification" is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- **23.3** "Classification description" is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- **23.4 "Demotion"** is a change in assignment of an employee from a position in one classification to a position in another classification that is allocated to a lower maximum salary rate.
- **23.5 "Differential"** is a salary allowance in addition to the basic rate or schedule based upon hours of employment.
- **23.6 "Fiscal year"** is July 1 through June 30.
- **23.7 "Health and Welfare Benefits"** means any form of insurance or similar benefit programs, which may include but not be limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, or long-term disability.
- **23.8** "**Hire date**" is the date of first paid service as a regular classified employee.
- **23.9 "Incumbent"** is an employee assigned to a position and who is currently serving in or on leave from the position.
- **23.10 "Industrial accident or illness"** is an injury or illness arising out of or in the course of employment in the District.
- **23.11** "Longevity" is years of service with the District regardless of change in position.
- **23.12** "Notice" means whenever notice is required under this Agreement, and no form of notice is otherwise designed, notice to the District shall be personal delivery to the Office of the Chancellor and notice to POA shall be written notice delivered to the President of the local chapter.
- **23.13 "Permanent employee"** is a regular employee who successfully completes an initial probationary period, which shall not exceed twelve (12) work months of service beyond the initial date of employment.
- 23.14 "Probationary employee" is a regular employee who will become permanent

upon completion of a prescribed probationary period.

- **23.15 "Promotion"** is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum salary rate.
- **23.16** "**Reallocation**" is a movement of an entire classification from one salary range or rate to another salary range or rate.
- **23.17** "**Reclassification**" is the upgrading of a position to a higher classification as a result of the increase of duties and/or responsibilities being performed by the incumbent in such position.
- **23.18 "Safety conditions of employment"** means any work-related condition affecting the health, safety, or welfare of the employee.
- **23.19** "Salary rate" is a specific amount of money paid for a specific period of service.
- **23.20 "Salary schedule"** is a series of salary steps and ranges which comprise the rate of pay for all classifications.
- **23.21 "Salary step"** is one of the salary levels within the range of rates for a classification.
- **23.22 "Short-term employee"** is a person hired for a specific temporary project of limited duration which, when completed, the services of the employee shall no longer be required.
- **23.23 "Substitute employee"** is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
- **23.24** "Uniforms" means any clothing of a particular color, design, pattern, or style required to be worn by the District shall be considered a uniform.
- **23.25 "Voluntary demotion"** is a demotion agreed to in writing by the employee and the District.
- **23.26 "Working hours"** means any day the District Administrative Offices are open for business.
- **23.27 "Working day"** means any day the District Administrative Offices are open for business.
- **23.28** "Employee" shall mean bargaining unit member.

- **23.29 "Hourly Rate"** is determined by dividing the monthly rate provided in the POA contract by 168 and the results carried to two (2) decimal places and rounded off.
- **23.30** "Location" is defined as any internal operating unit within one of the following: Irvine Valley College, District Services, Saddleback College, and future satellite location.
- **23.31** "Seniority for Purposes of Layoff" is based upon Board approved hire date within each employee's classification plus higher classifications.
- **23.32** "Substitute Rate" shall be computed at step 1 on the salary schedule.
- **23.33** "Serious Bodily Injury" means a serious impairment of physical condition, including but not limited to, the following: loss of consciousness, concussion; bone fracture; protracted loss or impairment of functions of any bodily member or organ; a wound requiring extensive suturing; and serious disfigurement.
- **23.34 "Transfer"** is a move from an employee's current location, operating unit, or shift to another within South Orange County Community College District within the employee's same classification.
- 23.35 "Chief of Police" complete title is Director, Safety and Security, Chief of Police.

# EXHIBIT A[KL13]

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# POLICE OFFICER SALARY SCHEDULE

Board Approved \_\_\_\_\_ Effective 7/1/15

# EXHIBIT A Page 70 of 101

# POLICE OFFICER SALARY SCHEDULE July 1, 2015 – June 30, 2016 6.0% Increase

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Range I	Monthly	3,322	3,488	3,662	3,845	4,037	4,239
Campus Security Officer	Annual	39,864	41,856	43,944	46,140	48,444	50,868
	Daily	158.190	166.095	174.380	183.095	192.238	201.857
	Hourly	19.733	20.761	21.797	22.886	24.029	25.232
Range II	Monthly	4,753	4,991	5,241	5,503	5,778	6,067
Police Officer	Annual	57,036	59,892	62,892	66,036	69,336	72,804
Police Officer – (Weekends/Holidays)	Daily	226.333	237.666	249.571	262.047	275.142	288.904
	Hourly	28.291	29.708	31.196	32.755	34.392	36.113
Range IV	Monthly	5,241	5,503	5,778	6,067	6,370	6,689
Police Sergeant	Annual	62,892	66,036	69,336	72,804	76,440	80,268
	Daily	249.571	262.047	275.142	288.904	303.333	318.523
	Hourly	31.196	32.755	34.392	36.113	37.916	39.815

# POLICE OFFICER SALARY SCHEDULE July 1, 2016 – June 30, 2017 3.0% Increase

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Range I	Monthly	3,422	3,593	3,773	3,962	4,160	4,368
Campus Security Officer	Annual	41,064	43,116	45,276	47,544	49,920	52,416
	Daily	162.952	171.095	179.666	188.666	198.095	208.000
	Hourly	20.369	21.386	22.458	23.583	24.761	26.000
Range II	Monthly	4,896	5,141	5,398	5,668	5,951	6,249
Police Officer	Annual	58,752	61,692	64,776	68,016	71,412	74,988
Police Officer – (Weekends/Holidays)	Daily	233.142	244.809	257.047	269.904	283.380	297.571
	Hourly	29.142	30.601	32.13	33.738	35.422	37.196
Range IV	Monthly	5,398	5,668	5,951	6,249	6,561	6,889
Police Sergeant	Annual	64,776	68,016	71,412	74,988	78,732	82,668
	Daily	257.047	269.904	283.380	297.571	312.428	328.047
	Hourly	32.130	33.738	35.422	37.196	39.053	41.005

# POLICE OFFICER SALARY SCHEDULE July 1, 2017 – June 30, 2018 3.0% Increase

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Range I	Monthly	3,525	3,701	3,886	4,080	4,284	4,498
Campus Security Officer	Annual	42,300	44,412	46,632	48,960	51,408	53,976
	Daily	167.857	176.238	185.047	194.285	204.000	214.190
	Hourly	20.982	22.029	23.130	24.285	25.500	26.773
Range II	Monthly	5,043	5,295	5,560	5,838	6,130	6,437
Police Officer	Annual	60,516	63,540	66,720	70,056	73,560	77,244
Police Officer – (Weekends/Holidays)	Daily	240.142	252.142	264.761	278.000	291.904	306.523
	Hourly	30.017	31.517	33.095	34.75	36.488	38.315
Range IV	Monthly	5,560	5,838	6,130	6,437	6,759	7,097
Police Sergeant	Annual	66,720	70,056	73,560	77,244	81,108	85,164
	Daily	264.761	278.000	291.904	306.523	321.857	337.952
	Hourly	33.095	34.750	36.488	38.315	40.232	42.244

# EXHIBIT B

### **CAMPUS SECURITY OFFICER – Range 1**

### DEFINITION

Campus Security Officers receive general supervision from the Director of Safety and Security/Chief of Police, and/or Assistant Director of Safety and Security/Deputy Chief of Police. They provide for the physical security of district property and the personal protection of students, faculty, staff, and visitors, by implementing and enforcing district policies, rules and regulations, and crime prevention and awareness strategies.

### EXAMPLE OF DUTIES

Performs foot and vehicular patrols of the entire campus; offers assistance and aid to any person in need of help; checks buildings and grounds regularly for security and safety compliance; coordinates with campus police and external emergency services agencies for assistance when required; maintains an accurate daily log of performed duties and relevant observations; communicates with superiors and peers as soon as possible after observing an incident; observes, reports, and preserves evidence of crimes and incidents or problems; operates district vehicles in a safe and conscientious manner; and performs related duties as required and directed.

### LICENSE AND CERTIFICATIONS REQUIRED

- Possession of valid and appropriate California Driver's License.
- Possession of current P.C. 832 certification or ability to successfully complete P.C. 832 training within one year after hire.
- Possession of current school security officer training certificate pursuant to California Education Code Section 72330.5 and Business and Profession Code Section 7583.45, as provided by the Bureau of Security and Investigative Services of the California Department of Consumer Affairs, or ability to successfully complete said training within one year after hire.
- Valid and current basic first aid and CPR certification.

### MINIMUM QUALIFICATIONS

### Knowledge of:

- California criminal law and safety statutes.
- Common fire and safety hazards and related equipment.
- Techniques and procedures applicable to theft and loss prevention and reporting.
- Traffic and parking control.
- Appropriate safety and security precautions and emergency procedures.

# Ability to:

- Interrelate and deal effectively with diverse campus groups and individuals under routine and stressful conditions.
- Learn and correctly interpret district and college rules, regulations, and policies.
- Communicate effectively, both orally and in writing.
- Write clear, concise, and comprehensive reports.
- Effectively use and maintain issued equipment.
- Operate a vehicle observing legal and defensive driving practices.
- Understand and effectively carry out oral and written instructions.
- Establish and maintain effective relationships with students, faculty, staff, law enforcement personnel and the community in general.

# EDUCATION AND EXPERIENCE

Individuals possessing the knowledge, skills, abilities, and licenses and certifications listed above are considered to possess the necessary education and experience. Prior successful experience in the security or law enforcement fields is desirable.

# PHYSICAL DEMANDS AND WORKING CONDITIONS

Strength: Sustained posture or intense attentiveness for prolonged periods. At least half of the workweek requires exposure to sensory extremes. Light lifting, carrying and/or pushing objects weighing less than 30 pounds. Willing to work any of three shifts with irregular days off.

# EXHIBIT C

# **POLICE OFFICER – Range 2**

### DEFINITION

To perform a variety of law enforcement and security related duties to ensure the safety of students, faculty, staff and visitors, and the security of college property and facilities.

### SUPERVISION RECEIVED AN EXERCISED

Receives direction from the Director of Safety and Security/Chief of Police or the Assistant Director of Safety and Security/Deputy Chief of Police.

EXAMPLES OF DUTIES – Duties may include, but are not limited to, the following:

Patrol assigned area on foot or in a vehicle; issue verbal or written citations for violations observed; enforce parking and related traffic ordinances.

Patrol buildings, classrooms and restrooms; secure doors, turn out lights and check windows; frequently monitor high security areas; check electrical panels, monitors storage areas; guard against theft and vandalism.

Check mechanical equipment including alarm systems and report operating failures.

Keep daily activity log; fill out appropriate forms and reports; alert fellow officers of unusual or suspicious occurrences.

Provide security to all persons during a power failure, earthquake, fire, bomb threat or other mishaps; direct building evacuations; provide crowd control; assist persons stuck in elevators.

Assist the public by providing directions and responding to questions and inquiries; direct traffic at peak traffic times; provide vehicle jump-starts and openings.

Pick up and return lost and found items; search for lost adults or children.

Collect parking lot meter money and deliver to the business office.

Intervene and mediate in disturbances and disputes.

Perform related duties as assigned.

#### WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### Work Environment

At least half of each week requires exposure to sensory extremes. Several times weekly, exposure to chance of injury or loss of life, which can be substantially controlled by use of significant safety precautions.

### Physical Demands

Sustained posture or intense attentiveness for prolonged periods. Light lifting (less than 30 lbs.), some walking, pushing, pulling, on a regular basis.

### QUALIFICATIONS

### Knowledge of:

Principles, practices, methods and procedures of law enforcement and traffic control.

Pertinent Federal, State and local laws, codes, and regulations.

Appropriate responses for emergency situations.

Use and care of firearms.

Basic first aid and CPR.

### Ability to:

Interpret and apply Federal, State and local policies, procedures, laws and regulations.

Administer procedures related to safety and security.

Work independently in the absence of supervision.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain cooperative working relationships with those contacted in the course of work.

### **Experience and Training Guidelines**

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

### Experience:

Two years of law enforcement or security experience.

### Training:

Equivalent to an Associate of Arts degree with major training in law enforcement, security or a related field.

### License or Certificate

Possess current P.O.S.T. academy certification (basic officer training) approved by the California Peace Officers Standards and Training Commission (POST); possession of a valid California driver's license, and a current and valid First Aid/CPR Certificate.

### Medical/Psychological Testing and Background Check

Must pass a medical and psychological test are required by Government Code Section 1031(F) and required to submit to a thorough background investigation pursuant to Government Code Section 1031 to comply with the standards established by the Commission for P.O.S.T.

#### EXHIBIT D

#### **POLICE OFFICER (WEEKENDS/HOLIDAYS) – Range 2**

#### DEFINITION

To perform a variety of law enforcement and security related duties to ensure the safety of students, faculty, staff and visitors, and the security of college property and facilities.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director of Safety and Security/Chief of Police or the Assistant Director of Safety and Security/Deputy Chief of Police.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Patrol assigned area on foot or in a vehicle; issue verbal or written citations for violations observed; enforce parking and related traffic ordinances.

Patrol buildings, classrooms and restrooms; secure doors, turn out lights and check windows; frequently monitor high security areas; check electrical panels, monitors storage areas; guard against theft and vandalism.

Check mechanical equipment including alarm systems and report operating failures.

Keep daily activity log; fill out appropriate forms and reports; alert fellow officers of unusual or suspicious occurrences.

Provide security to all persons during a power failure, earthquake, fire, bomb threat or other mishaps; direct building evacuations; provide crowd control; assist persons stuck in elevators.

Assist the public by providing directions and responding to questions and inquiries; direct traffic at peak traffic times; provide vehicle jump-starts and openings.

Pick up and return lost and found items; search for lost adults or children.

Collect parking lot meter money and deliver to the business office.

Intervene and mediate in disturbances and disputes.

Perform related duties as assigned.

#### WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### Work Environment

At least half of each week requires exposure to sensory extremes. Several times weekly, exposure to chance of injury or loss of life, which can be substantially controlled by use of significant safety precautions.

#### Physical Demands

Sustained posture or intense attentiveness for prolonged periods. Light lifting (less than 30 lbs.), some walking, pushing, pulling, on a regular basis.

#### QUALIFICATIONS

Knowledge of:

Principles, practices, methods and procedures of law enforcement and traffic control.

Pertinent Federal, State, and local laws, codes, and regulations.

Appropriate responses for emergency situations.

Use and care of firearms.

Basic first aid and CPR.

Ability to:

Interpret and apply Federal, State and local policies, procedures, laws and regulations.

Administer procedures related to safety and security.

Work independently in the absence of supervision.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain cooperative working relationships with those contacted in the course of work.

#### Minimum Qualifications

Any combination equivalent to an Associate of Arts degree with major training in law enforcement, security or a related field, and;

Two years of law enforcement or security experience.

#### License or Certificate

Possess current P.O.S.T. academy certification (basic officer training) approved by the California Peace Officers Standards and Training Commission (POST); possession of a valid California driver's license, and a current and valid First Aid/CPR Certificate.

#### Medical/Psychological Testing and Background Check

Must pass a medical and psychological test are required by Government Code Section 1031(F) and required to submit to a thorough background investigation pursuant to Government Code Section 1031 to comply with the standards established by the Commission for P.O.S.T.

## EXHIBIT E

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE JOB PERFORMANCE EVALUATION

TYPE OF REVIEW						
Employee	Annual	Period Covered:				
Classification	□ Probation	$\Box$ 6 month	$\Box$ 11 month			
Supervisor	Specific Duty Assig	gnment				

AS A VALUED MEMBER OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE					
I WILL STRIVE FOR:					
	Individual Honesty				
	Personal Integrity				
	Professionalism and Ethical Conduct				
	A Strong Work Ethic				
	• The Willingness to Accept Personal Responsi	bility			
	• A Strong Sense of Fairness				
	• High Standards for Excellence in Job Perform	ance			
	• A Strong Sense of Service to the District Com	nmunity			
in the	low, to the best of my ability, the canons, princip LAW ENFORCEMENT CODE OF ETHICS AND THE ORANGE COUNTY COMMUNITY COLLEGE DISTI RULES AND REGULATIONS (A. R. 4000.7)				
]	Employee Signature	Date			

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE JOB PERFORMANCE EVALUATION

I. COMMUNITY ORIENTED POLICING/HUMAN RELATIONS					
PERFORMANCE MEASURES	0	Е	ME	NI	
<ul> <li>a. Treats all persons with respect, avoiding sarcasm and derogatory remarks</li> <li>b. Communicates effectively with all types of people/groups</li> <li>c. Maintains effective working relationships with co-workers and supervisors</li> <li>d. Exhibits sincere interest / concern for problems and viewpoints of others</li> <li>e. Establishes contacts within the district community to foster mutual trust and respect</li> </ul>					
f. Is aware of and addresses issues that lead to deterioration of trust and respect in the community					
<ul> <li>g. Recognizes visible signs of disorder and takes appropriate steps to correct situations</li> </ul>					
COMMENTS:					

II. PROBLEM SOLVING / FIELD ACTIVITIES					
PERFORMANCE MEASURES	0	Е	ME	NI	
a. Maintains knowledge of problems and potential patterns within assigned area					
<ul> <li>b. Routinely uses Crime Analysis data to analyze crime trends and patterns</li> <li>c. Shares information with officers assigned to their area on other shifts</li> <li>d. Utilizes a wide variety of resources to develop strategies for problem solving</li> </ul>					
<ul> <li>e. Develops resources to deal with related problems within their assigned area</li> <li>f. Recognizes and utilizes enforcement as a problem solving tool</li> <li>g. Maintains acceptable and productive levels of field activity that impact crime levels</li> </ul>					
<ul> <li>h. Willingly provides thoughts and ideas on ways to improve security and law enforcement services to the district community</li> </ul>					
COMMENTS:					

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE JOB PERFORMANCE EVALUATION

III. PERSONAL CHARACTERISTICS					
PERFORMANCE MEASURES	0	E	ME	NI	
<ul> <li>a. Uniform appearance</li> <li>b. Physical fitness as required for current work assignment</li> <li>c. Knowledge of laws and relevant case decisions</li> <li>d. Knowledge of and compliance with laws affecting schools and colleges and department rules regulations and procedures</li> </ul>					
<ul> <li>department rules, regulations, and procedures</li> <li>e. Attendance / punctuality</li> <li>f. Care, use, and maintenance of assigned equipment</li> <li>g. Time management (response to calls / return to "in-service" status)</li> <li>h. Decision making ability uses proper discretion and takes ownership for decisions</li> <li>i. Communication skills (radio demeanor)</li> <li>j. Displays enthusiasm and interest in serving the district community</li> </ul>					
COMMENTS:					

IV. CALLS FOR SERVICE/FIELD PE	RFORMANCE				
PERFORMANCE MEASURES		0	Ε	ME	NI
<ul> <li>a. Vehicle operation skills (routine calls for service)</li> <li>b. Vehicle operation skills (emergency calls for service)</li> <li>c. Ability to control and coordinate resources at emergend</li> <li>d. Ability to exhibit calm, tactful, deliberate demeanor at</li> <li>e. Tactical abilities (safe placement of supporting officers and/or emergency scenes)</li> </ul>	emergency scenes				
<ul> <li>f. Demonstrates proper officer safety techniques / tactics necessary</li> </ul>	during suspect contacts when				
<ul> <li>g. Exercises care and control of prisoners when necessary</li> <li>h. Uses productive case investigation techniques (includin i. Prepares clear, concise, and accurate reports for depart</li> <li>j. Uses proper grammar, spelling, and punctuation in replack of report corrections. Writes complete reports, inc</li> </ul>	ng preservation of evidence) nent and court use ports as exhibited by the	□ □ □ □			
<ul> <li>k. Relates traffic enforcement activities to location and tin</li> <li>l. Gains effective and prompt control at traffic collision s</li> <li>m. Appropriately uses "On Duty" time for performance of</li> </ul>	ne cenes				
COMMENTS:					

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## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE JOB PERFORMANCE EVALUATION

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OVERALL PERFORMANCE RATING FOR THIS REVIEW PERIOD						
OUTSTANDING	EXCELLENT	MEETS EXPECTATIONS	■ NEEDS IMPROVEMENT			
COMMENTS ON OVERALL PERFORMANCE						
OBJE	CTIVES / EXPEC	TATIONS FOR NEXT REV	IEW PERIOD			
RATERS SIGNATURE	DATE	CHIEF OF POLICE	DATE			
EMPLOYEES SIGNATUR	RE DATE	ADMINISTRATOR	DATE			
	PRESID	ENT DA	ATE			

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE JOB PERFORMANCE EVALUATION

#### **CONTINUATION PAGE** USE THIS PAGE FOR CONTINUATION OF "COMMENTS" OR PERFORMANCE OBJECTIVES

A "Needs Improvement" rating in any category must be explained in the "Comments" Section

#### EXHIBIT F

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

#### FITNESS FOR DUTY POLICY

#### **PURPOSE**

The purpose of this policy is to establish consistent procedures for ordering and implementing fitness for duty evaluations of sworn personnel and other personnel involved in public safety functions. Such evaluations are necessary for the safety and welfare of the community and department personnel, and to insure compliance with California law. California Government Code Section 1031 (f) mandates that all peace officers in California "[b]e found to be free from any physical, emotional or mental condition which might adversely affect the exercise of the powers of a peace officer."

It is not the intention of this policy to interfere with a supervisor's ability to recommend or suggest personal counseling to a subordinate, nor is this policy intended to alter or replace confidential counseling provided by the department as a result of critical incidents. Rather, this policy is intended to provide a mechanism for the assessment of an employee's mental, emotional and/or physical ability to perform essential functions of their position when the employee is conduct, behavior and circumstances indicate that continued service by the employee may be a threat to public safety, the safety of other employees, the safety of the particular employee, or, may interfere with the District's ability to deliver effective police services.

## **PROCEDURES**

<u>Criteria</u>. To assist in determining the continuing emotional, mental and medical fitness of officers to carry out their essential duties as armed peace officers, and other employees whose duties affect the public safety, all supervisory employees should be alert to any indication that an employee may not be emotionally, mentally or medically fit. Such indications may include but are not limited to the following factors. The mere presence of any one factor or combination of factors may not be sufficient to order the evaluation. However, such presence should not be ignored and may lead to the ordering of an evaluation. While there is a great variety and range of acceptable behavior among employee's dramatic or sudden changes in any particular employee's customary behavior may increase concern.

• One or more personnel complaints after consultation with the appropriate Chief of Police, whether originated internally or externally, particularly complaints of the use of unnecessary or excessive force, inappropriate verbal conduct, or any conduct indicating an inability to exercise self control and self discipline.

- An abrupt and negative change in customary behavior, toward an inability to perform essential functions of the position.
- Irrational verbal conduct or behaviors, including delusions and hallucinations.
- Suicidal statements or behaviors, or personal expressions of mental instability.
- Unexplained and excessive tiredness or hyperactivity.
- Dramatic change in eating patterns resulting in sudden weight loss or gain, or diagnosis of a life threatening eating disorder.
- Change in behavior pattern to inattention to personal hygiene and health.
- Inappropriate use of alcohol, medications or other drugs, including symptoms of illegal drug use.
- Memory losses.
- Impatience or impulsiveness, especially with a loss of temper.
- A pattern of conduct indicating a possible inability or decrease in ability to defuse tense situations, a tendency to escalate such situations or create confrontations.
- Unexplained and inappropriate excessive lateness or absenteeism.
- Any other factor or combinations of factors that causes a supervisor to reasonably suspect that a fitness for duty evaluation may be necessary.

<u>Reporting</u>. Any supervisor observing circumstances indicating that the emotional, mental or physical fitness of an employee may be in question should meet with the employee, if to do so will not aggravate the situation. If the meeting does not relieve the supervisor's concerns, or no meeting is conducted, the involved supervisor shall contact the Chief of Police and prepare a written report of the circumstances if so directed.

An employee is not required to disclose a disability to a supervisor, however, a supervisor may inquire regarding the conduct, behavior or circumstances that give rise to his or her concerns. Where appropriate, a supervisor and employee may also discuss reasonable accommodations that may enable the employee to perform the essential functions of his or her position.

<u>Relief from Duty</u>. In aggravated circumstances, such as when an employee's conduct immediately or directly threatens safety, the Chief of Police may immediately relieve the employee of duty with pay until the matter is resolved (or until placed on immediate suspension without pay pursuant to Board Resolution), pending further evaluation. In other

cases, employees may be relieved from duty or reassigned as necessary for public safety or the efficient operation of the department, pending completion of an evaluation. Any readily accessible or department provided weapons or other department property may be seized by the supervisor and where appropriate, the employee ordered not to exercise peace officer or other official powers. Nothing in this policy is intended to prevent or limit a supervisor from taking any emergency action reasonably necessary to protect life or property. Any employee relieved of duty under this policy is subject to the same protections as set forth by the District's disciplinary procedures and applicable law.

Order for the Evaluation. The Chief or his designee may determine, in the exercise of his or her discretion and with or without additional investigation that a fitness for duty evaluation is or is not warranted. If an examination is warranted, it should be scheduled for the earliest opportunity.

The employee should receive a written order for the evaluation. Such order should include a brief description of the reasons for the evaluation.

It should also specify the date, time and place of the evaluation; the name of the psychologist and or medical doctor conducting the evaluation; a directive to cooperate with the psychologist's and/or medical doctor's and/or staff requests, and completely and honestly answer any questions posed by the psychologist medical doctor or staff; and notice that the evaluation is being conducted for use by the department. The notice shall also state that the evaluation is confidential between the employee and the evaluator to the extent required by the Confidentiality of Medical Information Act (Civil Code Section 56 et seq.), which allows the evaluator to release limited information to the department as specified below.

Selection of the Evaluator for Determining Psychological Fitness for Duty. The POA and the District agree to utilize the following list of evaluators for psychological evaluation to determine an employee's fitness for duty:

- Gina Gallivan (District)
- L. Scott Frazier (POA)
- <u>1.</u> <u>2.</u> <u>3.</u> <u>4.</u> Robert Postman (POA)
- Victoria Havassy (District)
- 5. Ronald Offenstein (District)

In the event one or more of the listed evaluators no longer can perform the service as an evaluator, the party submitting the evaluator's name shall submit a replacement name to the other party for inclusion on the panel. The District and the POA shall engage in the alternate striking method of determining the evaluator to be used to determine the employee's psychological fitness for duty. The District shall utilize P.O.S.T.'s 15 Job Dimensions Required of a Police Officer as criteria for the evaluator to utilize in determining psychological fitness for duty. (Attachment). The evaluator's report shall be binding on both parties.

<u>Requirements for the Evaluator</u>. The evaluator must meet the requirements of 1031 (f) of the Government Code. The evaluator shall be instructed by the District to release only that information permitted under this policy or otherwise permitted by law.

<u>Limited Scope of Report</u>. The department has a right to information that is necessary to achieve a legitimate purpose. The evaluation is ordered by and conducted for the department. It is not for the purpose of treatment but to determine fitness for duty. The limited verbal and/or written results of the evaluation will be provided to the Department as a confidential personnel record. Unless necessary for determining fitness for duty, no statement of medical cause shall be included in the report.

<u>Exception</u>. Where the employee has initiated a lawsuit, arbitration, grievance, worker's compensation or other claim or challenge involving his or medical history, mental or physical condition, or treatment, the report may contain information which is relevant to that action.

An employee may waive in writing any or all restrictions on the information reported to the employer.

<u>Disposition of Report</u>. The department shall establish appropriate procedures to protect the information from unauthorized use or disclosure. The report will be placed in a sealed envelope and retained in the employee's separate secure medical file in the Human Resources Department. The report may only be sued or disclosed in a legitimate and appropriate proceeding to the extent authorized or compelled by law or agreement.

<u>Refusal to Cooperate</u>. Refusal to comply with the order or any of its parts, or with reasonable requests by the evaluator shall be deemed insubordination, and shall be grounds for disciplinary action, up to and including termination. Statements made to the evaluator shall be considered compelled and may not be used in a criminal or civil proceeding against the employee.

<u>Disposition</u>. Depending upon the results of the evaluation and the recommendation of the evaluator, the Department may:

- Return the employee to full duty,
- Place the employee on temporary light or modified duty,
- Remove the employee from any duties pending treatment and re-evaluation,
- Conditionally allow full or modified duty on receipt of treatment,
- Institute or resume disciplinary proceedings as appropriate.

Where possible, it is always the department's intent to rehabilitate an employee and achieve a return to full duty status.

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## POLICE DEPARTMENT

[Date]

TO:

FROM: Chief \_\_\_\_\_

Subject: Notice of Psychological Fitness for Duty Evaluation

This memorandum will serve as a written order directing you to submit to a psychological Fitness for Duty Evaluation.

The reason(s) for the evaluation are:

(Summarize the behavior, circumstances, etc. and refer to any of the appropriate factors that are listed under the Procedures section of this General Order)

The evaluation is scheduled for (day, date and time) and will be held in the office of Dr. \_\_\_\_\_\_. The address is \_\_\_\_\_\_\_.

You are directed to cooperate with the psychologist's and/or medical doctor's and/or staff requests and completely and honestly answer any questions posed by them. The evaluation is being conducted for use by the Department, however, the evaluation is confidential between the employee and the evaluator to the extent required by the Confidentiality of Medical Information Act (Civil Code Section 56 et seq.), which allows the evaluator to release limited information to the Department. You may authorize the evaluator to release additional information to the department.

Refusal to comply with this order or any of its parts, or with the reasonable requests of the evaluator, shall be deemed insubordination, and shall be grounds for disciplinary action, up to and including termination. Statements made to the evaluator shall be considered compelled and may not be sued in a criminal or civil proceeding against the employee.

#### CHIEF OF POLICE (OR DESIGNATE)

#### EXHIBIT G

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## ALCOHOL AND DRUG ABUSE POLICY

## I. <u>INTRODUCTION</u>

- A. This policy is adopted in compliance with the Drug-Free Workplace Act of 1988 (Title V, Subtitle D of Public Law 100-690) and the Drug-Free Workplace Act of 1990 (California Government Code Section 8350-8357). This Policy establishes explicit guidelines for the enforcement of the prohibition against employees bringing alcohol, illegal narcotics or other illegal habit-forming drugs onto District premises and into work areas, or appearing for an assigned work shift while under the influence of alcohol or any drug or medication which impairs his/her ability to safely and efficiently perform the required duties of the position.
- B. To maintain a safe, healthful, and productive work environment for all employees, and to eliminate substance abuse and its effect in the workplace, it is the District's duty to ensure that employees are in a condition to perform their duties safely and efficiently, in the interest of their co-workers and the public, as well as themselves. The presence of drugs on the job and the influence of controlled substances on employees during working hours are inconsistent with this objective.
- C. In recognition of the public service responsibilities entrusted to the members of the Department, and in recognition that drug abuse can hinder one's ability to perform duties safely and effectively, the following policy is adopted by the Department.

## II. <u>POLICY</u>

- A. The South Orange County Community College District Police Department is committed to maintaining a workplace free from the influence of alcohol and drugs. The Department will act to eliminate any substance abuse as it increases the potential for accidents, absenteeism, substandard performance, poor employee morale, or the Department's reputation. Alcohol and drug abuse will not be tolerated and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.
- B. In order to assure the safety, health and well-being of Department members, it is the policy of the Department that employees comply with the following requirements. Compliance with this policy shall be considered a condition of employment with the Department.

- C. Employees shall not use, possess or be under the influence of alcohol or drugs during working hours.
- D. Employees shall not unlawfully manufacture, sell, distribute, dispense, possess, or use alcohol or drugs on District property, at work, or while on duty.
- F. Employees shall not have their ability to work impaired as a result of the use of alcohol or drugs. An employee whose work is impaired for a legitimate reason, such as the use of medically medications and drugs, should contact their supervisor to arrange for whatever accommodation is needed or available.
- G. If convicted of a criminal drug violation occurring at the workplace, an employee shall notify his/her supervisor within five calendar days of the conviction pursuant to federal law.
- H. Employees may be subject to disciplinary action up to and including termination for criminal drug possession, use, manufacture, distribution or sale occurring on or off duty.
- I. The District will comply with the provisions of the Public Safety Officers Procedural Bill of Rights (Government Code Sections 3300 et seq.)when sworn police personnel are subject to investigation or discipline in connection with this policy.
- J. Employees as to whom there is a reasonable suspicion of being under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.
- K. Employees whose drug and alcohol testing results indicate a violation of this policy as a result of random testing shall be prevented from engaging in further work and shall be referred directly to the Chief of Police for appropriate disposition.
- L. Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek assistance from the District's Employee Assistance Program, where one is available, or to contact the Human Resources Director for information on rehabilitation sources. Referrals by the Human Resources Director will be handled in a confidential manner.
- M. Employees identified as violating this policy may be required to satisfactorily complete an alcohol or drug abuse assistance/rehabilitation program as a condition of continued employment. While the District is supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

## III. PROCEDURE

**A.** Determination of Presence of Alcohol, Illegal Narcotics or Illegal Habit Forming Drugs.

Each supervisor is responsible for the consistent enforcement of this policy.

When a supervisor has a reasonable suspicion that an employee is under the influence of alcohol or drugs, he/she will remove the employee from the work site to an office or conference room and notify the Chief of Police. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of alcohol or drugs so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- a. Bloodshot eyes
- b. Slurred speech
- c. Odor of alcoholic beverage on breath
- d. Unsteadiness in walking
- e. Possession of alcohol or drugs
- f. Information obtained from a reliable-person with personal knowledge
- g. The following situations may prompt a supervisor or other appropriate staff to investigate further for evidence of objective symptoms which may constitute reasonable suspicion that the employee is under the influence of alcohol or drugs:
  - 1. An accident involving District property;
  - 2. Physical altercation;
  - 3. Verbal altercation;
  - 4. Behavior which is so unusual that it warrants summoning a supervisor/manager or anyone else for assistance.

h. The supervisor shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of alcohol or drugs.

An employee suspected of being under the influence of alcohol or drugs may be ordered to submit to alcohol or drug testing. Results of such tests shall be provided to the Director of Human Resources. Only those managers/supervisors who have a "need-to-know," as determined by the Director of Human Resources, shall have access to alcohol and drug test results.

Supervisors shall not physically search the person of employees, nor shall they search personal possessions of employees without the freely given written consent of, and in the presence of, the employee.

Managers and supervisors shall notify the Chief of Police or designate when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District.

An employee determined to be unable to perform duties in a satisfactory or safe manner may be placed on a leave with pay by the Chief of Police or designate pending review of the situation.

#### IV. <u>DISPOSITION OF VIOLATIONS OF ALCOHOL OR ILLEGAL DRUG</u> <u>PROHIBITION</u>

- A. Any employee found to be in violation of this prohibition is subject to discipline, up to and including termination.
- B. The District recognizes that the abuse of alcohol or drugs is a progressive illness which can be arrested if treated in a sensitive and timely manner.

Therefore, any disciplinary action shall consider the appropriateness of and commitment to treatment programs pursued by the employee, the employee's work record, and the problems created by the employee's absence.

- C. If an employee is allowed to remain in District employment while undergoing treatment for an alcohol or drug abuse related problem, he/she shall the authorize the Director of Human Resources, or designate, sufficient access to records, treatment providers, etc., to adequately monitor progress of treatment and determine capacity to carry on his/her job
- D. Failure of an employee who has committed himself/herself to follow a treatment program or to rigidly adhere to that program will make him/her subject to discipline, up to and including termination.

## V. <u>IMPAIRMENT OF WORK PERFORMANCE BY MEDICATIONS AND</u> <u>DRUGS</u>

A. Employees shall not report to work under the influence of medications or drugs, or utilize such substances while they are on duty, if their ability to safely and effectively perform assigned duties is impaired as a result of the use of the medication or drugs. While use of medically prescribed or legal non-prescription medications and drugs is not a violation of this policy, taking medications or drugs may interfere with the safe and effective performance of duties or operation of District equipment. Employees reasonably believed to be under the influence of prescribed medication or legal non-prescription drugs which may interfere with the safe and effective performance of duties shall be prevented from engaging in further work, but shall be detained for a reasonable time until an authorized District representative can ensure that the employee can reach home in a safe manner. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician will be required.

## VI. ALCOHOL AND DRUG TESTING

- A. Alcohol and drug testing is applicable to all employees and applicants to designated positions with the District.
- B. <u>Pre-Employment Screening</u>

Applicants to positions for which a drug-screening test is required will be informed that an alcohol and drug test will be conducted during the preplacement medical examination and that a positive result could disqualify the applicant.

If a positive result is obtained, the specimen will be retested. A job applicant who is denied employment because of a positive alcohol/drug test will be removed from <u>any</u> Eligibility List but may reapply for employment after a six (6) month waiting period.

## C. On the Job Alcohol/Drug Test

## Investigation

- a. When a supervisor suspects that an employee may be impaired or affected by alcohol or drug use, an investigation shall be conducted promptly and properly. When practicable the investigation should be conducted by a supervisor other than the one who originally suspected the condition.
- b. If it is determined that alcohol/drug testing will be requested, advise the employee of his/her right to have a representative

present. The representative must be available within a reasonable time (within one (1) hour.)

- c. To determine whether alcohol/drug testing is appropriate, the reasonable suspicion guideline described in Section .2 should be followed.
- d. Review observations with the employee. If determined that an alcohol/drug test is appropriate during regular business hours, the supervisor will confer with the Director of Human Resources or designate immediately. The Director of Human Resources or designate will contact the District's clinic to arrange for an immediate alcohol and/or drug test.
- e. An employee reasonably suspected of being under the influence of alcohol will be requested to submit to a breath test administered in the Police Department and/or a blood test administered by a District-selected clinic.
- f. An employee reasonably suspected of being under the influence of drugs will be requested to submit to a urine test administered by a District-selected clinic.
- g. An employee will be asked to sign a consent/release form (Exhibit A) and chain of custody form prior to administration of blood or urine alcohol/drug tests.
- h. An employee who refuses to consent to alcohol/drug testing may be disciplined for misconduct or unsatisfactory job performance up to and including termination.
- i. Samples for a blood or urine test will be taken at a Districtselected clinic and sent to a National Institute of Drug Abuse (NIDA) approved laboratory for analysis.
  - 1. Between the hours of 9 a.m. and 9 p.m. every day, urine and blood tests will be administered by
  - 2. Between 9 p.m. and 9 a.m., urine and blood tests will be administered at Laboratory\_\_\_\_\_.
- j. The supervisor shall arrange for transportation for the employee to the clinic and to the employee's home following the tests.

## D. Reasonable Suspicion Testing

An employee must submit immediately to an alcohol and drug test when requested by a manager or supervisor.

Reasonable suspicion for testing means suspicion based on specific, personal observation of a supervisor and/or the Chief of Police, or designate. (Whenever possible, two supervisory/management employees should observe an employee's behavior and participate in the questioning of an employee.)

The supervisor shall document the following in a confidential memo to be maintained in Department files with a copy to the employee:

- a. Specific, personal observation concerning the appearance, smell, behavior, speech, or performance of the employee.
- b. Violations of a safety rule, or other work incidents which, after further investigation of the employee's behavior leads the supervisor to believe that alcohol and/or drug use may be a contributing factor.
- c. Other physical, circumstantial or contemporaneous indicators of alcohol or drug use.

## E. <u>Return to Duty Testing/Follow Up Testing</u>

Any police officer employee who has committed an action prohibited by this policy must submit to a return to duty test before he/she may be returned to his/her position. The test result must indicate an alcohol concentration of *no more than 0.00*, or verified negative result on a controlled substance test.

In order to be allowed to return to work in his or her safety-sensitive position, a police officer must test negative on the return to duty drug test, and less than 0.02 on the return to duty alcohol test. The police officer will be subject to unannounced drug and alcohol tests for up to 60 months after returning to work with a minimum of at least six (6) unannounced drug or alcohol tests on the employee during the first year back to the police officer position.

No police officer shall be permitted to return to duty or remain on duty requiring the performance of police functions while having an alcohol concentration of *no more than 0.00*. Police officers are prohibited from using alcohol while performing police functions. No police officer shall use alcohol within four (4) hours prior to performing police functions including substitute police officers as well.

Police officers tested for alcohol of concentrations of *more than 0.00* shall not be required to perform police duties but shall be retested and not returned to police duties until the alcohol concentration is *no more than* 0.00. Such employees are deemed in violation of this policy and shall be considered for disciplinary action up to and including termination of service.

## F. Substances for Which Testing Will Occur

The alcohol and/or test may test for any substances which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to the following:

- a. Prescription medications
- b. Marijuana (Cannabinoids)
- c. Cocaine
- d. Opiates (Narcotics such as heroin, morphine, codeine, and other medical narcotics)
- e. Phencyclidine (PCP)
- f. Amphetamines/Methamphetamine
- g. Barbiturates
- h. Benzodiazepines
- i. Propoxphene
- j. Alcohol

## G. <u>Test Results</u>

If the initial screening test is positive, the laboratory will perform a confirmation test before reporting a positive result to the District. The laboratory utilized will notify the Director of Human Resources or designate of test results by telephone and a written report will be mailed. The Director Human Resources or designate will notify the Chief of Police or designate, who in turn will notify the employee. If the test results are positive, the employee will be given one working day to present medical information to the Department designee showing there is a legitimate explanation for the results including prescribed medication.

## H. Confidentiality

Laboratory reports and/or test results will be placed in an employee's personnel file. Laboratory reports and/or test results will be maintained in a separate confidential medical records file which is maintained in the Department of Human Resources.

Only those supervisory/management employees who have a valid, "need-

to-know", will receive alcohol/drug test results. The results of individual tests shall not be released to anyone other than those who have a "need-to-know" without express written authorization of the tested individual, unless ordered by means of proper legal procedures and appropriate legal authority (i.e. subpoena) or in connection with a District disciplinary proceeding.

## I. **Disciplinary Actions**

The Department may take disciplinary action up to and including termination against any employee who:

- a. Tests positive for drugs in an amount that would impair job performance.
- b. Tests positive for alcohol in an amount that would impair job performance.
- c. Refuses to submit immediately to an alcohol and/or drug test when requested by a supervisory or management employee or law enforcement personnel, or refuses to submit to a search of personal properties if requested by law enforcement and/or supervisory personnel.
- d. Adulterates or otherwise interferes with accurate testing required pursuant to this policy.

## VII. ALCOHOL/DRUG AWARENESS PROGRAM

- A. This policy shall be communicated to all employees and reaffirmed at least once annually. All new hires will be given a copy of this regulation and requested to sign a statement that he/she agrees to abide by the terms of this policy.
- B. The Department will maintain an alcohol/drug-free awareness program that will inform all employees about:

The Department's policy and commitment maintaining an alcohol/drug-free workplace;

The dangers of alcohol and drug abuse in the workplace;

Available alcohol and drug counseling and rehabilitation programs;

The penalties that may be imposed upon employees for alcohol and drug abuse violation in the workplace.

## VII. **RESPONSIBILITY**

A. Chiefs of Police and the supervisors shall:

Ensure that all subordinate employees provisions of this regulation.

Be responsible for the Departmental policies not issuance of covered by this regulation.

B. Supervisory/management employees shall:

Be fully conversant with the policy and procedures set forth herein and responsible for enforcement of this policy.

Be aware of substance abuse indicators, and encourage employees who are suspected of substance abuse to refer themselves voluntarily to a treatment/rehabilitation program.

C. Human Resources Director shall:

Be responsible for maintaining a drug-free awareness program.

Be responsible for establishing and maintaining a list of alcohol and drug assistance and rehabilitation services in the area.

D. Employees shall, as a condition of employment, abide by the terms of this policy and submit immediately to an alcohol and/or drug test when requested by an appropriate Department of supervisory/management employee or be subject to disciplinary action up to and including termination.

## ALCOHOL AND DRUG ABUSE ADMINISTRATIVE POLICY

I have received a copy of the South Orange County Community College District Alcohol and Drug Abuse Administrative Policy.

The term "reasonable suspicion" has been explained to me. The procedure and/or penalty that has been set, if it is determined that I am under the influence of alcohol or drugs during working hours, has also been explained to me.

I understand the procedure following the "reasonable suspicion" and random testing and the penalty for being under the influence of alcohol or drugs during working hours.

I agree to abide by the terms of the Alcohol and Drug Abuse Policy.

Date	Signature
Witness	

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT



# POLICE OFFICERS ASSOCIATION

# MASTER AGREEMENT

July 1, 2018 – June 30, 2021

# **IN WITNESS WHEREOF,** the parties hereto have duly executed this Agreement as follows:

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT POLICE OFFICERS ASSOCIATION

T. J. Prendergast III, President, Board of Trustees	Date	Beau Arbuthnot, POA President	Date
Dr. Kathleen F. Burke, Chancellor	Date	Michael McGill Adams, Ferrone & Ferrone	Date
Dr. Cindy Vyskocil, Vice Chancellor Human Resources Employer/Employee Relations	Date		

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G – ALCOHOL AND DRUG ABUSE POLICY

#### PREAMBLE

This Agreement is made and entered into by and between the South Orange County Community College District, hereinafter referred to as District, and South Orange County Community College District Police Officers Association, hereinafter referred to as POA.

The District agrees that POA shall have the right to obtain Field and Legal Staff assistance for the purpose of representation in carrying out its obligations under this Agreement to its duty of fair representation. The purpose of this Agreement is to promote the improvement employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

## **ARTICLE 1**

#### MANAGEMENT RIGHTS

In order to ensure that the District shall continue to carry out its safety and protection services functions and responsibilities to the public, students and employees as imposed by law, and to maintain efficient and responsive police and safety provisions for the visitors and employees of the District, the District continues to reserve and retain solely and exclusively all rights which are beyond the scope of negotiations under Government Code Section 3543.2, and also rights which are not limited by the terms of this Agreement are retained by the District. Such retained rights include, but are not limited to, the right to determine the following matters:

- 1. Determine Campus Police Department policy, including the right to manage the affairs of the Safety Department in all respects;
- 2. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
- 3. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, in all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; or investment policies and practices; or budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures, apart from those allocated to fund the express wage and benefit obligations of this Agreement;
- 4. The educational policies, procedures, objectives, goals and programs including those relating to student conduct and discipline, student transportation, food services, racial and ethnic balance, extracurricular activities, and emergency situations; and the substitutive and procedural rights and obligations of students, parents, employees and the public with respect to such matters;
- 5. Determine the issues of public policy and control the overall mission of the Campus Police Department;
- 6. Determine standards and level of services to be rendered, operations to be performed, utilization of technology and equipment, means and methods of operation, and overall budgetary matters, including but not limited to the right to contract or subcontract any work, services or operations of the Campus Police Department. For any new District property, the District shall have the right to subcontract services until there are 500 students on the property continuously for a period of 90 days. Thereafter the POA and the District shall upon the POA's written notice to the

District further discuss the District's right to subcontract on that new property.

- 7. Evaluate, direct, supervise, hire, promote, suspend, discipline, discharge, demote, transfer, assign, and retain members of the Campus Police Department;
- 8. Relieve members of the Campus Police Department from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive, in accordance with the Education Code;
- 9. Determine the size and composition of the Campus Police Department, assign members of the Campus Police Department, and establish work schedules and assignments;
- 10. To the extent permitted by law, the utilization of personnel not covered in this Agreement to do work which is normally done by employees covered hereby, and the methods of selection of assignment of such personnel;
- 11. Determine the appropriate job classifications, organizational structure, and personnel by which the Campus Police Department operations are conducted;
- 12. The selection, classification, direction, promotion, demotion, discipline, termination, and retirement of all personnel of the District subject only to applicable law; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location, and also to any facilities, classrooms, functions, activities, departments, tasks or equipment; the staffing levels, workloads, and the number of employees; and the determination as to whether, when and where there is a job opening;
- 13. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards; the dates, times, and hours of operation of District facilities, functions, and activities; school calendars, the assignment of paid duty days beyond the regular assign duty year; the assignment of overtime;
- 14. Safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
- 15. Maintain and improve the efficiency and effectiveness of the Safety/ Security Department;
- 16. Take any necessary actions to carry out the mission of the Safety/ Security Department in situations of emergency as defined in Government Code Section 8558;
- 17. Take whatever other actions may be necessary to carry out the wishes of the District, and for police protection not otherwise specified above;

- 18. Establish and promulgate rules, regulations, policies and procedures relating to productivity, efficiency, conduct, and safety; as well as the rules, regulations, policies, and procedures designed to comply with applicable judicial decisions and legislative enactment and to require compliance therewith;
- 19. All other rights of the District not expressly limited by the provisions of this Agreement are also expressly reserved by the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right to preclude the District from executing the right in a different manner; and
- 20. The contractual rights of the POA and the employees are set forth in other Articles of this Agreement and this Article is not a source of such rights. Accordingly, the provisions of this Article shall not be grievable.

## ARTICLE 2

#### RECOGNITION

- **2.1** Acknowledgement: The District hereby acknowledges that POA is the exclusive bargaining unit representative for the classified employees holding those positions described in Campus Security Officer, Police Officer, and Police Officer Lead. In the event the District amends its determination of management, confidential, and supervisory employees, the District shall notify POA. In the event POA disagrees with said designations, the parties shall attempt to reach agreement. Disputed cases shall be submitted to the PERB for resolution.
- **2.2** Scope of Representation: The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms of employment specifically stated in the EERA.

#### **2.3 Definition of Bargaining Unit:**

- **2.3.1** Persons hired for a limited duration shall be classed as short-term employees and shall not be members of the bargaining unit.
- **2.3.2** Employees in positions in paid status less than 195 days in any fiscal year shall not be members of the bargaining unit (Education Code §88003).
- 2.4 **Long-Term Substitutes:** The District may use substitute employees as follows: 1) to replace a bargaining unit employee who is temporarily absent from duty, or 2) to fill the vacancy in any bargaining unit position while the District is engaged in a procedure to hire a permanent employee to fill that vacancy. Pursuant to Education Code § 88003, if the District is engaged in a procedure to hire a permanent employee to fill a vacancy in a bargaining unit position as set forth in the second scenario set forth above, the District may fill the vacancy through the employment, for not more than 180 calendar days, of one or more substitute employees. The District shall use substitutes no longer than 180 days to fill such vacant positions pursuant to this provision. Absent express agreement from the POA, the District shall not extend the use of a substitute beyond the 180 day limit. The District's use of a substitute employee to replace a bargaining unit employee who is temporarily absent from duty pursuant to the first scenario set forth above shall not be restricted with respect to any time limitations. An employee employed to fill a position for an employee on a leave of absence shall not be a member of the bargaining unit regardless of length of absence.

## ARTICLE 3

#### CHECK-OFF AND ORGANIZATIONAL SECURITY

**3.1** Check Off: To the extent permitted by law, POA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for employees in the bargaining unit by the District. The District shall pay to POA within thirty (30) days all sums so deducted.

#### **3.2 Dues Deduction:**

- **3.2.1** POA agrees to indemnify and save the District, its officers, employees, agents, representatives, Board of Trustees, and each individual Board member, harmless against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with this Article. The Association shall, within thirty (30) days of receipt of the request, pay to the District all costs associated with actions under this Article.
- **3.2.2** During the term of the Agreement, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the South Orange County Community College District Police Officers Association will not be accepted by the District. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the District's meet and confer process.
- **3.2.3** The District shall cause the amount of the dues to be deducted monthly from the payroll checks of each employee in this unit as specified by the Association under the terms contained herein. "Dues" shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
- **3.2.4** Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the District within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.
- **3.2.5** The District shall also apply this provision to every permanent employee who becomes a member of this representation unit within sixty (60) calendar days of such reassignment or transfer.
- 3.2.6 When the District receives notice from the Association to change the

deduction percentage rate, the District is hereby authorized to change said deduction automatically in the next practical pay period following such notice.

- **3.2.7** The authorization to deduct dues shall remain in effect until written notice of cancellation is given by an employee to the District's Office on the appropriate form provided by the District for this purpose.
- **3.2.8** Management will provide the Association with the contact information for each permanent employee as follows:
  - a) "Newly hired employee" or "new hire" means any employee, whether full time or part time, hired by the District to perform bargaining unit work, and who is still employed as of the date of the new employee orientation. It also includes all employees who are employed by the District (including those returning from a medical or layoff rehire list) and whose current position has placed them in the bargaining unit represented by the Association. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's status changed such that the employee was placed in the bargaining unit.
  - b) The information will be provided to the Association electronically via a mutually agreeable secure site or service, on the last working day of the month in which the employees were hired. This contact information shall include the following items, with each field in it's own column:
    - i. First Name;
    - ii. Middle Initial;
    - iii. Last Name;
    - iv. Suffix (e.g. Jr., III);
    - v. Job Title;
    - vi. Department;
    - vii. Primary Worksite Name;
    - viii. Work Telephone Number;
    - ix. Work Extension;
    - x. Home Street Address (Incl. Apartment #);
    - xi. Mailing Address (If Different);
    - xii. City;
    - xiii. State;
    - xiv. Zip Code (5 or 9 Digits);
    - xv. Home Telephone Number (10 Digits) (If Available);
    - xvi. Personal Cellular Telephone Number (10 Digits) (If Available);
    - xvii. Personal Email Address Of The Employee (If Available);
    - xviii. Birth Date;

xix. Hire Date.

This information shall be provided regardless of whether the newly hired employee was previously employed by the District.

- **3.2.9** The District shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this Article.
- **3.3** The District recognizes that the employee organization provides a valuable contribution to the welfare of the District in its educational philosophy for the peaceful resolution of employer-employee relations.
- **3.4 POA Rights:** POA shall have the following rights in addition to the rights contained in any other portion of this Agreement.
  - **3.4.1** The right of access at reasonable time to employees and to the areas in which they work.
  - **3.4.2** The right to use without charge institutional bulletin boards, mailboxes, and the use of the District mail system, and other District means of communication for the posting or transmission of information of notices concerning POA matters.
  - **3.4.3** The right to use, with approval, institutional equipment, facilities, and buildings.
  - **3.4.4** The right to review an employee's personnel file when accompanied by the employee or on presentation of a written authorization signed by the employee.

To the extent permitted by law, the Association also has the right to receive, upon request, a copy of any records which are required for the use of the employee and POA in utilizing the grievance procedure.

- **3.4.5** Periodic Update of Contact Information: The District shall provide the Association with a complete roster of bargaining unit employees, including the same information in the same format as the Article 3.2.8 above, within ninety (90) days of the effective date of this Agreement, and on the last working day of every September, January and May.
- **3.4.6** The right to receive upon request one (1) copy of any and all written reports submitted to any other governmental agency.
- **3.4.7** The right to receive one (1) copy of any public budget or financial material, including the CCAF-311, submitted at any time to the governing board.

- **3.4.8** The right to review upon request any other public material in the possession of or produced by the District necessary for POA to fulfill its role as the exclusive bargaining representative.
- **3.4.9** The District agrees to grant release time to one (1) member of the Association to attend the Peace Officers Research Association of California (PORAC) annual conference. The District shall reimburse the actual and necessary expenses of that member. Any such reimbursement shall be subject to District policy.
- **3.4.10** The District agrees to allow Association members to donate vacation time for membership attendance at Association leadership training and PORAC conferences. The use of such donated vacation time shall not be used by more than two Association members concurrently and shall be subject to the any limitations set forth in Article 10.
- **3.4.11** Upon prior approval by the District, the Association may reimburse the District for a member's leave time spent attending Association leadership training and PORAC conferences. The use of such reimbursable leave time shall be used by no more than two Association members concurrently.
- **3.4.12** The Chapter President or designee shall be granted eight (8) hours per month for President or designee of released time, exclusive of all other released time listed under other provisions of this Agreement. This released time is to be scheduled with the mutual agreement of the immediate supervisor and the employee, and the schedule is to be set reasonably.
- **3.4.13** The President or designee shall be granted reasonable released time to attend shared governance committee meetings.
- **3.4.14** Upon its exclusive discretion, the District may provide paid release time for Association members to attend District-approved training and conferences.
- **3.4.15** The District shall provide office space for the Association in a location other than the campus police departments, subject to continued availability.
- **3.5** No Discrimination on Account of POA Activity: Neither the District nor POA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their right to engage or not to engage in POA activity.
- **3.6 Exclusive Representative:** Negotiations on matters within the scope of representation shall take place between the District and POA.
- **3.7 Restriction on District Negotiations and Agreements:** The District shall conduct no negotiations nor enter into any agreement with any other organization on matters concerning the rights of bargaining unit employees and/or POA without prior notice

to and approval by POA of the negotiations and the agreement.

- **3.8 Distribution of Contract:** Within sixty (60) calendar days after the execution of this contract, and/or reopener agreements, the District shall make such documents available on the District website.
- **3.9** Abolition of a Position or Class of Positions: If the District proposes to abolish a position or class of positions, it shall notify POA in writing and the parties may meet and discuss the proposal.
- **3.10 POA Schedule of In-Service Meetings:** With approval from the immediate supervisor, the President or designee will be provided governance attendance of ninety (90) minutes quarterly, released time to attend this meeting. The meetings shall be scheduled as follows:

Irvine Valley 12:00 - 1:30 p.m. Saddleback 3:00 - 4:30 p.m.

## 3.11 New Employee Orientation

- a. "New employee orientation" means the onboarding process of a newly hired employees performing unit member work, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b. The District shall provide the Association with mandatory access to its new employee orientations. The Association shall receive not less than ten (10) days' notice in advance of an orientation, except that a short notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
- c. In the event the District conducts one-on-one or group orientations with new employees, the Association shall have thirty (30) minutes for one (1) Association representative to conduct the orientation session. The Association Labor Relations Representative may also attend the orientation session.

## **EVALUATIONS**

**4.1** All employees shall receive an annual written performance evaluation. The evaluation shall address those areas which need improvement, as well as identify those areas in which an employee meets or exceeds Department standards.

If necessary, the evaluation may also set forth an improvement plan developed by both the supervisor and employee. The plan shall outline specific steps that the employee can take to improve in the identified areas. The purpose of this plan is to both foster improved communications between supervisor and the employee and to place the employee in a better position for career advancement within the department.

- **4.2** No evaluation of any employee shall be placed in any personnel file without an opportunity provided for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements but shall only be based upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any evaluation.
- **4.3 Probationary Period:** New employees shall serve a probationary period of one (1) year (12 months). During such period, the work performance of the employee shall be evaluated by the immediate supervisor following the employee's completion of three (3) months and eleven (11) months of employment.
  - **4.3.1 Probationary Period Upon Promotion:** Employees will be required to serve a new probationary period of one year (12 months) each time the employee receives a promotion, a transfer with a classification change, medical transfer, or Americans with Disabilities Act ("ADA") transfer. During such period, the work performance of the employee shall be evaluated by the immediate supervisor following the employee's completion of three (3) months and eleven (11) months of employment in the new position.

#### **Probation Requirement**

	<u>NO</u>	YES
No classification change	Х	
Promotion		Х
Reclassification	Х	
Reassignment within the same classification	Х	
Reallocation	Х	

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TTO

	NO	YES
Transfer of same position:		
To another operating unit	Х	
Within operating unit	Х	
Transfer with classification change		Х
Voluntary demotion other than layoff:		
- Into classification previously held or substantially		
similar classification	Х	
- Into classification not previously held or not substantially	/	
similar classification		Х
Medical or ADA Transfer		Х

## **ARTICLE 4(A)**

#### PERSONNEL FILES

- **4(A).1** Materials in personnel files of classified employees which serve as a basis for affecting the status of their employment shall be made available for inspection by the employee. Ratings, reports or records which were either obtained prior to employment, or prepared by identifiable examination committee members, or obtained in connection with a promotional examination shall be specifically excluded from inspection by the employee and/or the employee's agent or representative.
- **4(A).2** All information and/or materials of a derogatory nature, except material mentioned in Section 4.4.1 shall not be entered or filed in the employee's personnel file unless and until the employee is given notice and offered a copy of the contents to review the document and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his/her comments thereon. Thirty days shall be allocated for review and comment and is subject to approval by the appropriate district administrator.
- **4(A).3** Letters of reprimand shall be given only for just cause. Employees shall have the right to review all derogatory information before it is placed in their personnel files, and may attach their comments to any material so placed.
- **4(A).4** The provisions contained herein shall be construed to be clarification of Education Code Section §87031 and the Peace Officer's Procedural Bill of Rights Act.

## HOURS AND OVERTIME

#### 5.1 Workweek:

- **5.1.1** Normal Workweek: The normal workweek shall consist of five (5) days, eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
- **5.1.2 Alternative Schedules:** Notwithstanding Article 5.1.1, the District reserves the right to implement a "3/12," "4/10," or "9/80" work schedule at the Saddleback College and/or Irvine Valley College with 30-days advance notice prior to the effective date of the change. The District reserves the right to revert the "3/12," "4/10," or "9/80" work schedule to the work schedule set forth under Article 5.1.1 with 30-days advance notice prior to the effective date of the change.
- **5.1.3** In the event that the District implements a "3/12," "4/10," or "9/80" work schedule pursuant to Section 5.1.2, the District and the POA agree that, upon a party's request, the Agreement will be reopened for the limited purpose of meeting and conferring over any unanticipated impacts on matters within the scope of bargaining.
- **5.2** Workday: The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

## 5.3 Adjustment of Assigned Time:

- **5.3.1** Any employee in the bargaining unit who works an average of fifteen (15) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- **5.3.2** The District shall give fifteen (15) working days notice to affected employees before permanently altering their shift assignment or days off. By mutual agreement, notice time can be less than fifteen (15) working days.
- **5.4** Voting Time-Off: If any employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting

by the employee without loss of pay.

- **5.5 Overtime and Compensatory Time Off:** The selection of paid overtime or compensatory time shall be determined by the Chief of Police subject to the provisions of this Article. No overtime may be worked without the prior approval and at the discretion of the Chief of Police.
  - **5.5.1 Overtime:** Except as otherwise provided herein, all overtime periods as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay to the employee for all work permitted.
    - **5.5.1.1** Overtime for a normal workweek is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, regardless of the day of the week worked.
    - **5.5.1.2** Overtime for a 3/12 schedule is defined as time worked in excess of twelve (12) hours in any one day or on any one shift or in excess of eighty (80) hours within a fourteen (14) day schedule.
    - 5.5.1.3 Overtime for a 4/10 schedule is defined as time worked in excess of ten (10) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, regardless of the day of the week worked.
    - **5.5.1.4** Overtime for a 9/80 schedule is defined as time worked in excess of nine (9) hours in any one day or on any one shift or in excess of eighty (80) hours within a fourteen (14) day schedule.
  - **5.5.2** An employee in the bargaining unit may be granted compensatory time off in lieu of cash compensation for overtime work at the discretion of the Chief of Police. Compensatory time off shall be granted at one and one-half times the regular rate of pay.
    - **5.5.2.1** Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned.
    - **5.5.2.2** The amount of time which an employee may accumulate as compensatory time shall be limited to a maximum of 100 hours on the books at any time. Time beyond this amount shall be paid as paid in cash at overtime rates. Members that currently have over 100 hours of accumulated compensatory time will be permitted to maintain that time without being required to cash out the excess amount. While any member has compensatory time in excess of the 100 hour maximum, he or she will not be able to accumulate additional compensatory time. Once any

member falls below the 100 hours of accumulated compensatory time, he or she will be subject to the accumulation limit of 100 hours.

**5.5.3** All hours worked on holidays shall be paid at the regular rate of pay in addition to one-and-one-half (1.5) times the regular rate of pay except for hours worked on holidays by employees in the classification of Police Officer, Weekends/Holidays, pursuant to the provisions of Education Code §88204. If working a twelve (12) hour shift, eligible employees shall receive twelve (12) hours of holiday pay at the above referenced rates, rather than eight (8) hours had they been working an eight (8) hour shift.

Employees in the classification of Safety Officer, Weekend and Holiday as of April 30, 1987 shall be entitled to holiday pay Article 5.5.3. Employees hired on or after May 1, 1987 shall be subject to and paid in accordance with Education Code Section 88204 at Grade 20 (Range 130, effective 7/1/88 and Police Officer Weekends Holidays, Range 2 effective July 1, 2000) and shall not be entitled to holiday pay. Service in the classification of Police Officer, Weekend and Holiday is a separate classification and shall not constitute a service for seniority or layoff purposes in the separate classification of Police Officer, or Campus Security Officer.

# 5.6 Shift Differential-Compensation:

**5.6.1** Any employee in the bargaining unit who is assigned a traditional 8-hour work shift commences between 11 a.m. and 9 p.m. inclusive shall be paid a shift differential premium of five (5) percent above the regular rate of pay for all hours worked.

Any employee in the bargaining unit who is assigned a traditional 8-hour work shift commences between 9 p.m. and 4 a.m. inclusive shall be paid a shift differential premium of seven and one-half (7.5) percent above the regular rate of pay for all hours worked.

Any employee in the bargaining unit who is assigned to a shift in a "3/12" work schedule pursuant to Section 5.1.2 that encompasses working at 12:00 a.m. (midnight) shall be paid a shift differential premium of seven and one-half (7.5) percent above the regular rate of pay for all hours worked.

Shift differentials are not paid if the employee is working the shift based on overtime pay, unless the employee has worked for four (4) or more such shifts during the pay period.

**5.6.2** An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.

# 5.7 **Overtime Distribution:**

- **5.7.1** Every attempt shall be made to avoid distributing overtime repeatedly to the same bargaining unit member.
- **5.7.2** In the event the overtime requires special skills, those special skills will be carefully considered by the Chief or his/her designee in distributing overtime.
- **5.8 Call BackTime:** Any employee called in to work on a day when the employee is not scheduled to work or after completion of his/her regular assignment shall receive a minimum of four (4) hours pay straight time, or overtime for amount of time worked, whichever is greater.

**On-Call Time:** If an employee is placed on "Court On-Call Time" when the employee is not regularly scheduled, the employee shall receive three (3) hours straight time. At such time, the employee must be prepared to report for work within one hour. During "Court On-Call Time," the employee shall remain free of any impairments that may hinder his/her ability to effective perform his/her job duties.

**5.9 Right of Refusal:** POA and its members shall have the first right of refusal for any work within the scope of the bargaining unit. Any employee shall have the right to reject any offer or request for overtime or call back, or call in time. If all available bargaining unit members in the department refuse the request, the overtime may be assigned and, if so, shall be based on a rotation of bargaining unit members and the overtime shall be accepted by the employee. Bargaining unit members on paid or unpaid leave shall not be considered to be available for purposes of this provision. Alternatively, if all requests for overtime, call back, or call-in time are rejected, the District may take any other means in which to meet its needs, including contracting out for services in compliance with Education Code Section 88003.1.

## PAY AND ALLOWANCES

#### 6.1 Regular Rate of Pay:

- **6.1.1** Effective July 1, 2018 the regular rate of pay for each position in POA shall be increased by 2.0% in accordance with the rates established for each class as provided for in Exhibit A.
- **6.1.2** Effective July 1, 2019, the regular rate of pay for each position in the bargaining unit shall be increased by 1.85% in accordance with the rates established for each class as provided for in Exhibit A.
- **6.1.3** Effective July 1, 2020, the regular rate of pay for each position in the bargaining unit shall be increased shall be increased by 1.77% in accordance with the rates established for each class as provided for in Exhibit A. The regular rate of pay shall not include any shift differential and/or longevity increment required to be paid under this agreement. All such wages increases will be in lieu of any state-funded COLA.

Should the District provide a compensation package (salary and health benefits) to any other employee group during the term of this agreement that exceeds the compensation package (salary and health benefits increase) provided to POA, the District shall meet with POA to determine distribution of the difference to unit members. Such agreement shall be in writing.

- **6.2 Paychecks:** All regular paychecks of employees in the bargaining unit shall be itemized in accordance with the Orange County Department of Education payroll procedures.
- **6.3 Paycheck Frequency:** All regular full-time employees in the bargaining unit shall be paid twice per month, payable on or before the tenth (10th) and the twenty-fifth (25th) day of the month. If the normal pay date falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding workday. All regular hourly employees shall be paid for actual services performed during the period beginning the 15th day of the previous month through the 14th day of the current month, on the 10th day of the following month. If there is a change in County procedures, issuance of paycheck will be in accordance with new procedures.
- 6.4 **Payroll Errors:** Whenever it is determined that an error has been made in the calculation of reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction. However the District, after standard payroll deductions, shall withhold \$25.00 as a calculation adjustment. In the case of an underpayment, a supplemental payment will be paid to the employee by the District. In the case of an overpayment, the

employee shall promptly repay the District. A repayment schedule for salary overpayment shall be agreed to between the employee and the District.

**6.5 Lost Checks:** Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing if mailed, shall be replaced in accordance with Orange County Department of Education payroll procedures. The Office of Business Services will consider lost checks as a major priority and will act with as much speed as possible.

## 6.6 Change in Range Assignments:

- **6.6.1** Promotion Any employee receiving a promotion shall receive a salary increase of at least five and one-half (5.5) percent, except when the employee is on Step 6 and the range of the new position is only 1 or 2 ranges higher than the current position.
- **6.6.2** When the employee is temporarily assigned to a higher classification for more than five (5) work days within a fifteen (15) calendar day period, the employee will have his/her salary adjusted upward for the entire period he/she is required to work in the higher classification, at a rate that will reasonably reflect the duties required to be performed outside his/her regularly assigned duties.
- **6.7 Mileage:** Any employee in the bargaining unit using his/her private vehicle on authorized District business must have prior approval from their supervisor and shall be reimbursed at the current allowable standard IRS rate. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.
- **6.8** Meals and/or Lodging: Any employee in the bargaining unit who, as a result of work assignment, has meals and/or lodging away from the District shall be reimbursed in accordance with Board Policy.
- **6.9 Longevity:** The District agrees to additionally compensate long service employees as specified below:

2%	increase in salary after	5	years of service
3%	increase in salary after	6	years of service
4%	increase in salary after	7	years of service
5%	increase in salary after	8	years of service
6%	increase in salary after	9	years of service
7%	increase in salary after	10	years of service
8%	increase in salary after	11	years of service
9%	increase in salary after	12	years of service
10%	increase in salary after	13	years of service
11%	increase in salary after	14	years of service

12%	increase in salary after	15	years of service
13%	increase in salary after	16	years of service
14%	increase in salary after	17	years of service
15%	increase in salary after	18	years of service
16%	increase in salary after	19	years of service
17%	increase in salary after	20	years of service
18%	increase in salary after	21	years of service
19%	increase in salary after	22	years of service
20%	increase in salary after	23	years of service
21%	increase in salary after	24	years of service
22%	increase in salary after	25	years of service

The provisions of Article 6.9 will be discontinued for all bargaining unit members hired after October 1, 1998.

- **6.10 Step Increments:** The District shall provide employees a step increment after completion of six (6) months of service, and thereafter an annual step increment for each remaining step indicated on the salary schedule for the particular classification.
- **6.11** Salary Placement New Employees: New employees will be placed on the first step of the range to which they are appointed. At the discretion of the District, higher initial placements of full-time employees (30 hours or more per week) may occur with administrative approval up to step three (3) if there are verifiable wages and experience from previous employment. For the purposes of calculating months of service, the date of employment shall be considered the first day of the month employed if the starting date is the first (1st) through fifteenth (15th), or the first day of the following month when the starting date is the sixteenth (16th) through the thirty-first (31st).
- **6.12 Distribution of Job Information:** Upon initial employment and each change in classification each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, per week, and months per year.
- **6.13 Parking:** Appropriate parking shall be provided on campus for \$20.00 per academic year for each member. Effective with the beginning of the 2016/17 academic year, the cost of parking will be increased to \$40.00 per academic year for full-time members and \$20.00 per academic year for part-time members.

**Parking Lot Assessment:** The District shall include an assessment of the feasibility of a dedicated secure parking lot for Police Officers as part of a comprehensive parking survey. This obligation does not obligate the District provide for a secure parking lot for Police Officers in any future project.

- **6.14 Bilingual Pay:** Police Officers may become certified by the District in a foreign language in which they can demonstrate fluency by taking and passing a test administered by the Human Resources Department (or designee) for the purpose of being able to use those foreign language skills in the line of duty with a person unable to speak English. When an Officer is directed by the manager or supervisor, with the approval of the President, to use a verified bilingual ability as a regular and routine component of his/her assignment, he/she shall receive a stipend of 2% of base salary. The District shall require testing and certification of bilingual ability prior to the authorization for this stipend.
- **6.15** Field Training Officer (FTO): The District will provide an allowance to FTO's of five (5) percent added to base compensation during the pay period that they serve as an FTO starting on the first day of the following month.
- **6.16** Advanced POST Certificate: Beginning July 1, 2018, the District will provide an annual stipend of \$3,000 to any Officer who obtains an Advanced POST certificate, payable on a monthly prorated basis. In order to initiate the stipend, an officer must submit the certificate to Human Resources before the 5<sup>th</sup> of the month in order to receive payment beginning in the subsequent pay period.

## EMPLOYEE EXPENSES AND MATERIALS

- 7.1 Safety Equipment: Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.
- **7.2** Non-Owned Automobile Insurance: The District agrees to provide the secondary personal injury and property damage insurance to protect employees in the event that employees use their personal vehicle on authorized employer business.
- **7.3 Physical Examinations:** The District agrees to provide the full cost of any medical examination required by the District as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code Section 88021 or its successor.
- 7.4 Hold Harmless Clause: Whenever any civil action is brought against an employee or any action or omission arising out of, or in the course of, the duties of that employee, the District agrees to pay the costs of defending such action, including costs of counsel and of appeals, if any, and shall hold harmless from and protect such employee from any financial loss resulting therefrom, insofar as permitted by law.

## HEALTH AND WELFARE BENEFITS

#### 8.1 Employee and Dependent Insurance Coverage:

The benefits provided for eligible active and retired employees are:

- a. Health Insurance: Effective July 1, 2015, the District shall provide up to a maximum annual contribution of \$20,556 for medical insurance for all eligible unit members, eligible retirees, and their eligible dependents. For each succeeding year, the District shall raise its annual contribution by up to 10%, provided, however, that the District contribution shall not drop below the annual cost of the HMO plan. Any premium increase above 10% shall be paid by active employees through payroll deduction.
  - 1. PPO Plan
  - 2. HMO Plan
- b. Life Insurance:
- c. Dental Insurance:
- d. Vision Insurance
- e. Long Term Disability
- f. Employee assistance program
- g. Long Term Care Insurance: For the duration of this Agreement, effective on the first day of the month, 30 days following Board approval, the District shall pay a maximum of \$8.00 per month towards the premium of long term care insurance for benefit eligible bargaining unit members.

The coverage provided in the plans shall meet the specifications agreed to by the District and POA and on file at the District Business Office.

## 8.2 Eligibility

- **8.2.1** All employees in the bargaining unit who work at least seventy-five (75) percent of the workweek shall be covered under the programs provided in Section 8.1 of this article in accordance with those Sections. Employees shall be enrolled in insurance programs on the first of the month following fulfillment of the eligibility requirement.
- **8.3 Benefits Administration:** POA shall have the right to appoint one (1) representative to a District wide committee formed for the purpose of research and

reviewing insurance plans, proposals and benefits in order to insure that quality and cost effectiveness criteria are maintained. The District has the right to select the insurance carrier as long as same coverage is maintained.

- **8.4 Benefits Upon Retirement:** For the term of this Agreement, the District shall pay the cost of health, dental, and vision insurance from the age of fifty-five (55) until eligibility for Medicare for employees who retire from the District and become retired annuitant of all CalPERS employment and who have been employed in the District full-time ten (10) consecutive years or longer preceding the date of retirement.
  - **8.4.1** The District shall provide retired employees who qualify for continuation of benefits under Article 8.4 with the option to purchase at employee expense supplemental medical coverage, provided the employee has obtained Medicare A and B coverage. Qualifying members must submit proof that they have obtained Medicare A and B. This benefit is subject to approval of the District's insurance carrier. That shall not be considered a vested right of retirees. The retiree may select from Options A or B subject to the conditions set forth herein.

**Option A:** The current District supplemental medical plan is available to retirees. The cost for the plan to the retired employee shall be the actual cost paid by the District which is to be paid monthly by the retiree in advance to the District. Payment must be received by the 15<sup>th</sup> of the month prior to the month of coverage. If payment is not received by the first day of the month of coverage the employee shall be dropped from the coverage and unable to participate in the future. The District reserves the right to establish a separate medical insurance pool for retirees who qualify under this section.

**Option B:** The CompanionCare/Medicare Supplemental Plan will also be offered to retirees as long as the District is covered by the Self-Insured Schools of California (SISC). This program is directly administered by SISC. Should the District decide to change the program administration from SISC, the District and the POA will meet to negotiate a similar program under a different administrator.

- **8.5** Section 125 Flexible Benefits: The District agrees to continue a Section 125 flexible benefit plan to include dependent care and/or medical care reimbursement.
- **8.6** General Provisions: All enrollments are subject to carrier restrictions.
- **8.7** Legal Assistance Program: For the duration of this Agreement, effective on the first day of the month, 30 days following board approval, the District shall pay 100% of the premium for a Legal Assistance Program for benefit eligible bargaining unit members. Coverage provided shall meet the specifications on file with the District.

## HOLIDAYS

**9.1** Scheduled Holidays: The District agrees to provide all employees in the bargaining unit with the following paid holidays. This schedule has been adjusted to take into account when a holiday falls on a Saturday or Sunday. Holidays will coincide with the Academic Calendar for each year:

# HOLIDAYS

Independence Day Labor Day Veteran's Day Thanksgiving Days Winter Recess M. L. King, Jr. Day Lincoln's Day President's Day Friday (in lieu of Admission's Day) Cesar Chavez Day Memorial Day

**9.2** Additional Holidays: Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under current Education Code or its successors shall be paid holidays for all employees in the bargaining unit. Holidays will coincide with the Academic Calendar for each year.

# 9.3 Holidays on Saturday or Sunday:

- **9.3.1** When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Except as provided in Section 9.3.2, when a holiday falls on Sunday the following workday which is not a holiday shall be deemed to be that holiday.
- **9.3.2** The operation of this Section shall not cause any employee to lose any of the holidays clearly indicated in this Article.
- **9.4** Winter Break: Employees in the bargaining unit may, at the sole discretion of the Chief of Police based on the operational needs of the department, use their 8 holidays during the Winter Break in each December on any day of the week, including Saturday and/or Sunday.

## VACATIONS

- **10.1 Eligibility:** Vacation time under this Article. Vacation benefits are earned on a fiscal year basis -- July 1 through June 30.
- **10.2 Paid Vacation:** Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Following the completion of six (6) months of service, the employee shall be entitled to use earned paid vacation.
- **10.3** Accumulation: Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:
  - **10.3.1** From the first (1st) month through the fifth (5th) year of service, vacation time shall be earned and accumulated at the rate of one (1) day vacation for each month of service, not to exceed twelve (12) days per fiscal year. Following the completion for the fifth (5th) year of service three (3) days of vacation shall be granted on a one-time basis in addition to all other provisions in this Article.
  - **10.3.2** Commencing with the (6th) year through the tenth (10th) year of service, vacation time shall be earned and accumulated at the rate of 1.25 days vacation for each month of service not to exceed fifteen (15) days per fiscal year. Following the completion of the tenth (10th) year of service three (3) days of vacation shall be granted on a one time basis in addition to all other provisions in this Article.
  - **10.3.3** Commencing with the eleventh (11th) year of service, vacation shall be earned and accumulated at the rate of 1.50 days of vacation for each month of service, not to exceed eighteen (18) days per fiscal year.
  - **10.3.4** Commencing with the sixteenth (16th) year of service, twelve (12) month employees shall earn and accumulate vacation at the rate of 1.67 days of vacation per fiscal year.

## **10.3.5** Illustration:

#### TWELVE-MONTH EMPLOYEES

1 Month to	5 Years	12	Days Vacation
6 Years through	11 Years	15	Days Vacation
11 Years through	15 Years	18	Days Vacation
16 Years and after		20	Days Vacation

## ELEVEN-MONTH EMPLOYEES

1 Month to	5 Years	11	Days Vacation
6 Years through	11 Years	13.75	Days Vacation
11 Years through	15 Years	16.50	Days Vacation
16 Years and after		18.33	Days Vacation

#### TEN-MONTH EMPLOYEES

1 Month to	5 Years	10	Days Vacation
6 Years through	11 Years	12.50	Days Vacation
11 Years through	15 Years	15	Days Vacation
16 Years and after		16.67	Days Vacation

**10.4** Vacation Pay Upon Termination: When an employee in the bargaining unit, who has completed six (6) months of service, is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. An eligible employee who serves fifty (50) percent or more, but less than seventy-five (75) percent of a month shall be entitled to one-half (1/2) of a month's vacation allowance. An eligible employee who serves at least seventy-five (75) percent of the month shall be entitled to the full vacation allowance for the month. Carry-over of earned vacation shall be in accordance with Article 10.6.

## **10.5** Vacation Postponement:

- **10.5.1** If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/ her vacation to the following year.
- **10.5.2** If for any unforeseen reason, such as illness, injury or personal property loss, a bargaining unit employee does not take all or any part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year. This does not provide for employee's election not to take vacation for added compensation.
- **10.6** Vacation Carry Over: Employees in the POA may not accrue more than one and one-half times their annual vacation accrual. Employees' vacation balances exceeding one and one-half times their vacation accrual shall not earn further vacation leave until they reduce their vacation leave balance to an amount not exceeding one and one-half times their annual vacation leave accrual.
- **10.7** Holidays: When a holiday falls during the scheduled vacation of any bargaining

unit employee, such holiday shall not be deducted from the earned vacation of the employee.

- **10.8 Vacation Scheduling:** Vacations shall be scheduled at times requested by bargaining unit employees with mutual agreement of the supervisor.
- **10.9 Interruption of Vacation:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of leave provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

## **CONDITIONS OF EMPLOYMENT**

**11.1** All Campus Police Officers shall comply with and fulfill the requirements specified in the following California statutes:

California Penal Code Section 830.32 states that the following persons are peace officers whose authority extends to any place in the state for the purpose of performing their primary duty or when making an arrest pursuant to Section 836 as to any public offense with respect to which there is immediate danger to person or property, or of the escape of the perpetrator of that offense, or pursuant to Section 8597 or 8598 of the Government Code. Those peace officers may carry firearms only if authorized and under terms and conditions specified by their employing agency.

(a) Members of a California Community College police department appointed pursuant to Section 72330 of the Education Code, if the primary duty of the police officer is the enforcement of the law as prescribed in Section 72330 of the Education Code.

(b) Persons employed as members of a police department of a school district pursuant to Section 39670 of the Education Code, if the primary duty of the police officer is the enforcement of the law as prescribed in Section 39670 of the Education Code.

(c) Any peace officer employed by a K-12 public school district or California Community College district that has completed training as prescribed by subdivision (f) of Section 832.3 shall be designated a school police officer.

(d) California Penal Code Section 832.3(a) states, any police officer of a district authorized by statute to maintain a police department, who is first employed after January 1, 1975, shall successfully complete a course of training prescribed by the Commission on Peace Officer Standards and Training before exercising the powers of a peace officer, except while participating as a trainee in a supervised field training program approved by the Commission on Peace Officer Standards and Training.

(e) Each police chief, or any other person in charge of a local law enforcement agency, appointed on or after January 1, 1999, as a condition of continued employment, shall complete the course of training pursuant to this subdivision within two years of appointment. The training course for a sheriff, an undersheriff, and a deputy sheriff of a county, and a police chief and a police officer of a city or any other local law enforcement agency, shall be the same.

(f) Any school police officer first employed by a K-12 public school district or California Community College district after July 1, 1999, shall successfully complete a basic course of training as prescribed by subdivision (a) before exercising the powers of a peace officer. A school police officer shall not be subject to this subdivision while participating as a trainee in a supervised field-training program approved by the Commission on Peace Officer Standards and Training.

(g) The Commission shall prepare a specialized course of instruction for the training of school Police Officers, as defined in Section 830.32, to meet the unique

safety needs of a school environment. This course is intended to supplement any other training requirements.

(h) Any school peace officer first employed by a K-12 public school district or California Community College district before July 1, 1999, shall successfully complete the specialized course of training prescribed in subdivision (g) no later than July 1, 2002. Any school police officer first employed by a K-12 public school district or California Community College district after July 1, 1999, shall successfully complete the specialized course of training prescribed in subdivision (g) within two years of the date of first employment.

Education Code Section 72330.2 requires every member of a California Community College police department first employed by a California Community College district before July 1, 1999, shall, in order to retain his or her employment, fulfill both of the following conditions:

(a) The employee shall submit to the district one copy of his or her fingerprints on forms prescribed by the Department of Justice. The Department of Justice shall forward this copy to the United States Federal Bureau of Investigation.

(b) The employee shall be determined to be a person who is not prohibited from employment by the California Community College district, and, if the employee is required to carry a firearm, shall be determined by the Department of Justice to be a person who is not prohibited from possessing a firearm.

The Department of Justice may participate in the National Instant Criminal Background Check System (NICS) in lieu of submitting fingerprints to the United States Federal Bureau of Investigation in order to meet the requirements of this section relating to firearms.

Compliance with the provisions of Government Code Sections 1029 and 1031 are also required.

- **11.2** Pursuant to California Penal Code Section 830.32(c), the title Campus Safety Officer is changed to Campus Police Officer. A new classification titled Campus Security Officer will be added to augment the existing force structure.
- **11.3** Current bargaining unit employees who are found not eligible for further employment as Campus Police Officers due to possessing mandatory disqualifying evidence in their personal history discovered as a result of a P.O.S.T background investigation, shall be terminated from employment.

Campus Police Officers who are found not eligible for further employment due to possessing discretionary disqualifying information in their personal history discovered as a result of a P.O.S.T. background investigation utilizing post criteria, or as a result of failing a P.O.S.T psychological examination, shall be reclassified as Campus Security Officers.

**11.3.1** Campus Security Officers do not have peace officer authority or power and will not carry firearms.

- **11.3.2** Campus Security Officers perform observe and report in-house security guard functions as specified in the job specification that is approved by the Governing Board of Trustees.
- **11.3.3** Campus Security Officers will be issued uniforms different from those issued to Campus Police Officers. The Chief shall have discretion to determine the standard uniform issue for Campus Security Officers.
- **11.3.4** Campus Security Officers shall comply with and fulfill the selection and training standards established by the Bureau of Investigative Services (BSIS), California Department of Consumer Affairs and the District, in accordance with Education Code §72330.5.
- **11.3.5** Campus Security Officers shall, as a condition of employment, satisfy the requirements of Education Code §72330.5(d).
- **11.4** Employees that are reclassified as Campus Security Officers will remain at their current salary range and benefit schedule for a period of three years from the date of reclassification. At the end of three years, they will be placed on the Campus Security Officer salary schedule, Step 6. Once reclassified, they will not receive further longevity pay or step and column increases under the current or future Campus Police Officer District Salary Schedule. They will continue to receive cost of living allowances when approved by the Governing Board of Trustees.
- **11.5** At no time will a Campus Security Officer position be hired to replace a Campus Police Officer position.
- **11.6** At no time will a Campus Security Officer be permanently or temporarily scheduled or assigned to replace a Campus Police Officer from his or her assigned duties or work shift.

#### UNIFORMS/WEAPONS INSPECTION/RANGE TRAINING

Upon being hired, full time Police Officers shall receive five (5) new uniforms (except for shoes) and shall be issued replacement items strictly upon the Chief of Police's sole discretion.

Part-time Police Officers shall receive two (2) new uniforms upon hire (except for shoes) and shall be issued replacement items strictly upon the Chief of Police's sole discretion.

Summer uniforms authorized May 1 through October 30 or as authorized by the Chief of Police. Purchase replacement of summer uniforms will be up to two (2) sets per calendar year. The chief has the discretion of determining the uniform of the day.

The average value of issued and replacement items is \$1500 per year.

- **12.1** All Police Officers shall be subject to weekly weapons inspections by the appropriate supervisory employee.
- **12.2** Four (4) hours of training may be performed on a monthly basis scheduled at the discretion of the Chief of Police or his/her designee.
- **12.3** Firearms requalifications shall be successfully completed at least monthly scheduled at the discretion of the Chief of Police. The District will make efforts to schedule firearms requalifications during regularly scheduled work hours. In the event that a requalification occurs outside regularly scheduled work hours, the District will compensate the bargaining unit member with overtime in accordance with the Fair Labor Standards Act.
- **12.4** A Police Officer may be permitted to carry a backup weapon based upon case-bycase discretionary approval of the Chief of Police. The Chief of Police shall only deny a request by a Police Officer to carry a backup weapon based upon a legitimate reason. If a Police Officer is authorized to carry a backup weapon, the Officer will qualify with the backup weapon upon initial approval and every January as long as the backup weapon is carried in a backup capacity at any time during the year. The holster worn by the Police Officer for the backup weapon must also be approved by the Chief of Police. Ankle holsters will not be allowed. The Police Officer shall independently bear all costs related to an approved backup weapon and holster.

## LEAVES

**13.1 Bereavement Leave:** Employee shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be granted for a period of three (3) days, and five (5) days if travel exceeds 200 miles one way within the State of California, or five (5) days if travel is outside the State of California. The immediate family is defined as mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee.

**13.1.1** Personal Necessity Leave can be used to extend bereavement leave.

- **13.2** Jury Duty: An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received from jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regular shift commences at 11:00 a.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.
- **13.3 Military Leave:** An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 13.4 Sick Leave:
  - **13.4.1 Leave of Absence for Illness or Injury:** An employee, employed five (5) days a week shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.
  - **13.4.2** Any full time bargaining unit member employed for less than a full fiscal year at the time of granting sick leave, shall be entitled to a pro-rata share of sick leave accrued based upon the proportion of the fiscal year the employee works.

- **13.4.3** An employee employed less than five (5) days per week shall be entitled to a pro-rata share of sick leave based upon the proportion of a full week the employee is permanently scheduled.
- **13.4.4** Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- **13.4.5** At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.

If employee resigns, retires or terminates, or upon the conclusion of employment, unaccrued sick leave which has been taken shall be reimbursed to the District by deduction from the employee's final pay check. If the final paycheck is not sufficient, a repayment schedule shall be agreed to between the employee and the District.

- **13.4.6** Pregnancies and disabilities arising out of pregnancies shall be considered as an illness for the purposes of utilizing sick leave.
- **13.4.7** If an employee does not take the full amount of sick leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- **13.4.8** Any accrued sick leave credit earned by an employee but unused on the date of retirement shall be converted to retirement credit in accordance with the applicable PERS Rules and Regulations.
- **13.4.9** Accumulated sick leave up to seven (7) days maybe used in any fiscal year by the employee in cases of personal necessity, including any of the following:
  - **13.4.9.1** Death of a member of his/her immediate family when additional leave is required beyond that provided in Article 13, Section 13.1 (Bereavement Leave).
  - **13.4.9.2** Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
  - **13.4.9.3** Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
  - **13.4.9.4** Such other reasons which cannot be resolved before or after the employee's working hours, is serious in nature, cannot be disregarded, and which requires the employee's immediate attention.

- **13.4.9.5** Notification of personal necessity leave shall be made at least two (2) days in advance to the employee's immediate supervisor. If two (2) days advance notice cannot be given, it shall be given as soon as possible.
- **13.4.9.6** Personal Necessity Leave shall not be used for convenience, social events, political activities, job actions, or occupational investigations except as provided in Section 18.10.2 relating to layoffs.
- **13.4.10** A medical statement will be required when an employee is absent for longer than five (5) consecutive working days. The Board of Trustees designees limited to Chancellor, Acting Chancellor, or Director of Human Resources may require a statement from a physician at any time regardless of the duration of the absence.
- **13.5** Industrial Accident and Illness Leave: In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of the State of California, employees shall be entitled to the following benefits:
  - **13.5.1** An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
    - 13.5.1.1 An employee suffering serious bodily injury during the performance of his/her duties as a result of a willful and unlawful use of force or violence by another necessitating absence from his/her duties and responsibilities shall be entitled to leave of up to one hundred twenty (120) working days in any one fiscal year for that injury. This leave shall not be accumulated from year to year, and if this leave overlaps the fiscal year, the employee shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the injury or illness occurred. This leave is intended to provide an additional 60 days of paid leave beyond benefits provided in Section 13.5.1 as a result of an employee suffering a work related serious bodily injury as a result of a willful and unlawful use of force or violence against a bargaining unit member.
  - **13.5.2** Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of the State of California, exceed the normal wage for the day.

- **13.5.3** The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of the State of California at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when, added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- **13.5.4 Remain in State During Industrial Accident or Illness Leave:** Any employee receiving benefits as a result of an industrial accident or illness shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- **13.6** Entitlement to Other Sick Leave: Each employee in the bargaining unit shall once a year be credited with a total of 100 days sick leave in addition to the sick leave provided under Section 13.4.1 of this Article. Each day of sick leave provided by this Section shall be compensated at the rate of fifty (50) percent of the employee's regular salary. The paid sick leave provided for under this Section shall be in addition to any other paid leave provided for in this Article and shall be used after the exhaustion of the leaves provided in Sections 13.4. The leave in this Section shall not be accumulative.
  - **13.6.1** For employees newly hired on or after July 1, 2000, entitlement to other sick leave under Section 13.6 shall be paid in addition to any other paid leave provided in this Article and shall run concurrently with any other paid leaves provided in this Article. The leave in this section shall not be accumulative.
- **13.7 Reemployment List:** When all available paid leaves of absence have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with seniority.

An employee who has been placed on a reemployment list, who has been medically released for return to duty, and who fails to accept the offer to return to a vacant position, shall be deemed to have resigned his/her employment.

**13.8 Parental Leave:** An employee who is the natural or adoptive parent of a child may be entitled to an unpaid leave of absence for up to six (6) months for the purpose of

rearing his/her child within one year of the birth or adoption. This leave shall run concurrently with and shall not be in addition to any leave which may be available under state or federal law for the same purpose. Any right to have health benefit premiums paid by the District pursuant to law shall be limited to a maximum of twelve (12) weeks in any twelve (12) month period. A written, signed request by the employee for the leave, specifying the beginning and ending dates of the period of the leave, shall be submitted to the District not less than twenty (20) working days before the commencement date of the leave. If a change in the length of the leave becomes necessary after the date the request has been approved, the change shall only affect the date the employee intends to return to active service. A written, signed statement shall be submitted to the District not less than ten (10) working days before the date the leave is to terminate.

In the event a female employee suffers a disability caused by pregnancy or childbirth at a time during which she is not on parental leave, she may submit a request for sick leave and related benefits as are allowed for other temporary disabilities. The request will be considered upon the basis of written statements contained in a supporting report signed by her physician specifying the approximate length of time the physician believes the employee will be disabled from the pregnancy, birth, and/or related complications.

Return rights of employees taking parental leave shall be consistent with state or federal family leave laws where applicable. For parental leaves of less than six months but in excess of any statutory entitlement, the employee shall be entitled to return to the same classification (but not necessarily to the same position as the employee served in) immediately prior to the leave, unless the position or classification has been discontinued and the employee has been served notice under the layoff provisions of the California Education Code. Employees who do not return at the end of the authorized leave are subject to disciplinary action which may include dismissal.

- **13.9** General Leaves: An employee shall have the right to apply for a paid or unpaid leave of absence at any time upon any terms acceptable to the District and an employee.
  - **13.9.1** Any employee in the bargaining unit on general leave shall continue to receive their current medical, dental, vision, life and long-term disability insurance benefits for the first three (3) months. After this period, they shall have the option of continuing medical and/or other insurance coverage under the District's plan at their own expense.

# **13.10** Convenience Leave:

**13.10.1** Employees in paid status throughout the fiscal year not utilizing any sick leave during the fiscal year shall be entitled to two (2) days of non-cumulative paid convenience leave which must be taken by the employee in the following fiscal year.

- **13.10.2** Employees in paid status throughout the fiscal year utilizing no more than two (2) sick leave days during the fiscal year shall be entitled to one (1) day of non-cumulative paid convenience leave which must be taken by the employee in the following fiscal year.
- **13.10.3** The convenience leave authorized by the section shall be scheduled subject to the mutual agreement of the supervisor and the employee. Scheduling shall take into consideration other employees' leaves and vacations. Employees shall be entitled to take convenience leave pursuant to Section 13.10 during the fiscal year immediately following the fiscal year in which the convenience leave was earned. It is agreed and understood that this convenience leave does not constitute a form of salary and will not result in any monetary liability to the District or payment to the employee.

## **13.10.4** Convenience Leave Table:

<u>Sick Time Used</u> <u>in One Year</u> None Two (2) days or less <u>Convenience Leave Earned</u> for the following year Two (2) days One (1) day

#### TRANSFERS AND REASSIGNMENT

- 14.1 Lateral Transfer Within Current Classification: An employee may request a lateral transfer to an open position within the employee's current classification at any location within the District. Any such transfer is subject to the mutual consent of both Police Chiefs of the Police Departments of the Saddleback and Irvine Valley campuses, as well as the Executive Director of Human Resources & Employer/Employee Relations or designee.
- **14.2 Open Position:** When a bargaining unit position has not been filled through a lateral transfer under section 14.1, or if a vacancy has been created through a lateral transfer, then the open position shall be posted internally at appropriate work locations for not less than ten (10) working days, as well as advertised externally. Any employee in the bargaining unit may apply for the position by filing an appropriate District approved application with the Office of Human Resources within the time limits specified. All qualified bargaining unit members who apply shall be interviewed.
- **14.3** Notice Contents: The vacancy announcements for purposes of Section14.2 shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned work location, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- **14.4 Medical Transfers:** The District shall give alternate work within the same bargaining unit for which the employee is qualified when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular duties. The Director of Human Resources, or his/her designee, and the employee shall meet following a request from the employee to determine whether there is work for which the employee is qualified and is physically able to perform after an employee has become medically unable to satisfactorily perform his/her regular duties. The alternate work may constitute promotion, demotion, or lateral transfer. It is recognized that one (1) or more meetings may need to take place. The opportunity for alternate work shall be made available for a period of up to one (1) year after the employee is medically unable to satisfactorily perform his/her regular duties. If the employee declines alternate work, the District shall have satisfied all of its obligations with regard to alternate work.
- **14.5** Americans with Disabilities Act: Each request for reasonable accommodation under the Americans with Disabilities Act ("ADA") by a bargaining unit member shall be referred to the District and POA for examination on an individual basis.

# 14.6 District Initiated Transfer:

- **14.6.1 Temporary Transfer:** In the event an employee is temporarily assigned to work in a work location other than the employee's normal work site for a period in excess of five (5) working days, the employee shall be granted, upon written request, the opportunity for a personal conference with the employee's current immediate supervisor and/or a representative from the Office of Human Resources. A temporary transfer in excess of twenty (20) working days shall be processed in accordance with section 14.6.2.
- **14.6.2 District Initiated Transfer:** Employees may be transferred for nondisciplinary reasons under this Article when it is in the best interest of the District. Transfer is a movement from one (1) location or operating unit to another within South Orange County Community College District and within the employee's same classification. The District agrees that it shall consider voluntary transfers prior to requiring an involuntary transfer. The District shall not be arbitrary, capricious, or discriminatory in the application of District initiated transfers. Except unusual circumstances as determined by the Chief of Police the District shall give fifteen (15) working days notice to affected employees before initiating a District transfer. By mutual agreement between the District and the employee, notice time can be less than fifteen (15) working days. The employee shall be granted, upon written request, the opportunity for a personal conference with the employee's current immediate supervisor and/or a representative from the Office of Human Resources.

# 14.7 Reversion Rights:

- **14.7.1** An employee who is promoted and fails to complete the required probationary period of one (1) year shall be returned to the classification in which the employee held permanency immediately prior to the promotion. To be eligible: 1) there must be an available, vacant position in the employee's prior classification; or 2) the employee must have greater seniority than the least senior employee serving in that classification. A position is not available and vacant when the position is not being filled due to a hiring freeze.
- **14.7.2** In the event the returning employee cannot displace an employee in the classification immediately held prior to promotion, the returning employee may displace the least senior employee of the next previously held classification as per section 14.7.1.
- **14.7.3** Any employee displaced as a result of the application of this Article shall be entitled to the displacement provisions of sections 14.7.1 and 14.7.2. It is recognized that this process of bumping may ultimately result in the layoff of an employee. Any such layoff shall be processed in accordance with the provisions of Article 18 of this Agreement.

- **14.7.4** Promoted employees who return to their former or other classifications shall be credited with the time earned in the promoted classification to the position held immediately prior to promotion.
- **14.7.5** Promoted employees who have completed the initial probationary period in any classification shall retain all rights, benefits and burdens of a permanent employee as to any classification in which permanency has been obtained.

#### **GRIEVANCE PROCEDURE**

#### **15.1 General Conditions:**

- **15.1.1** A grievance is defined as a complaint by one (1) or more bargaining unit members or the POA on behalf of one (1) or more bargaining unit members involving the interpretation, application, or alleged violation of this Agreement, District policy, rule, regulation, or practice which violates this Agreement.
- **15.1.2** A grievant is one (1) or more member(s) of the bargaining unit or the POA on behalf of one (1) or more bargaining unit members that has filed a grievance.
- **15.1.3** It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.
- **15.1.4** The grievant must present the grievance in writing on the "Classified Statement of Grievance" form, beginning with the Formal Resolution, Step One (Section 15.2.2). All grievances must be timely filed. Time limits may be extended only by mutual agreement of both parties confirmed in writing. If the Association is a party to either a Group Grievance or Policy Grievance (see section 15.4 15.5), the grievance will identify as many affected employees or classes of employees as possible. All grievances shall contain a clear and concise statement of the grievance, the circumstances involved, the affected employee (s) and the specific remedy(ies) sought. The statement shall be sufficiently specific to enable the District to determine the application of the remedy sought to the affected employees.
- **15.2 Procedure:** Grievances shall be handled in the following manner:
  - **15.2.1** Within thirty (30) calendar days after the occurrence of the act or omission giving rise to the grievance, the grievant shall attempt to resolve the grievance by an informal meeting with the immediate supervisor. If the immediate supervisor and the grievant reach agreement, the informal conference and the agreement is not activated by the parties, and the thirty (30) days stated above shall be reinstated. At the informal grievance meeting both parties shall sign and date a written statement to the effect that informal grievance meeting was held and its resolution if resolved.

- **15.2.2 Step One Formal Resolution:** In the event the grievance is not resolved at the informal level, the aggrieved employee shall present the grievance directly to the employee's immediate supervisor in writing within ten (10) working days of the informal meeting with a copy of the grievance to the Director of Human Resources or designee. Within ten (10) working days after receipt of the grievance, the immediate supervisor shall hold a meeting at which the grievant shall be present to discuss and seek to resolve the grievance. If the grievance is not satisfactorily adjusted after the meeting, the immediate supervisor, within ten (10) working days after the meeting, shall reduce to writing his/her response to the grievance.
- **15.2.3 Step Two:** If the grievance is not satisfactorily adjusted by employee's immediate supervisor, or if the employee's immediate supervisor fails to respond in accordance with Step One, the grievant shall submit the grievance in writing to the College President or the President's designee with respect to a grievance arising at the College, or the Director of Human Resources, or the designee with respect to a grievance arising at the District level, within ten (10) working days of the response from the immediate supervisor or if the immediate supervisor fails to respond in accordance with Step One. Within ten (10) working days after receipt of the grievance at Step Two, the appropriate administrator shall hold a meeting at which the grievant shall be present to discuss and seek to resolve the grievance. The grievant and the Site Representative shall be notified in writing of the response to Step Two within ten (10) working days after the meeting. The President's designee shall not be any person who has previously addressed the grievance at any of the previous levels.
- **15.2.4 Step Three:** If the grievance is not satisfactorily adjusted at Step Two or if the procedures called for at Step Two are not followed, the grievant shall submit the grievance in writing to the Chancellor or Chancellor's designee within ten (10) working days of the receipt of the response at Step Two or if the time periods called for in Step Two have passed. Within ten (10) working days of receipt of the grievance at Step Three, the Chancellor or Chancellor's designee will meet with the grievant in an attempt to resolve the grievance. Within ten (10) working days after this meeting, the Chancellor or Chancellor's designee shall deliver to the grievant and the Site Representative the response to the grievance. The Chancellor's designee shall not be any person who has previously addressed the grievance at any of the previous levels.
- **15.2.5 Step Four:** If the grievance is not satisfactorily adjusted at Step 3, or if the procedures called for are not followed, the Grievant may submit the grievance in writing to the Vice Chancellor, Human Resources to then commence advisory arbitration. The District shall within 10 working days request a panel of 7 names from the California State Mediation and Conciliation Service. The parties shall select an arbitrator by the alternate striking method. The fees and expenses of the arbitration shall be paid

equally by the parties. The loser of the grievance shall however pay the arbitrator's fees. Either party shall bear the expense of the presentation of its own case. The Arbitrator's decision shall be advisory to the Board. Any of the time limits set forth in this Article may be extended by mutual agreement of the parties. No party to a grievance shall be in any way discriminated against or receive any reprisals for utilizing this grievance procedure.

- **15.3** Grievance Witnesses: The District shall make available for testimony in connection with the grievance procedure a District employee whose appearance is requested by the grievant or POA.
- **15.4 Group Grievances:** If the grievance involves employees with different immediate supervisors, the grievance may be filed at Step Two.
- **15.5 Employee-Process Grievance:** An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of POA as long as the adjustment is not inconsistent with the terms of this Agreement. POA shall be provided a copy of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance, POA shall be provided with a copy of the proposed resolution for review. POA shall be given ten (10) days to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.
- **15.6** Grievance Processing: The grievant and the POA Site Representative shall be entitled to process a grievance with no loss of pay or benefits.
- **15.7** Separate Grievance File: All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for inspection only by the employee, the POA Site Representative upon permission by the grievant and those management, supervisory, and confidential employees directly involved in the grievance procedure.
- **15.8 Purpose:** The District recognizes the need and affirms the right of POA to designate Site Representatives from among employees in the unit. It is agreed that POA in appointing such representatives does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.
- **15.9 Duties and Responsibilities of Site Representatives:** The grievant shall have the right to have his/her Site Representative present at any step of this grievance procedure. The following shall be understood to constitute the duties and responsibilities of Site Representatives.
  - **15.9.1** After notifying his/her immediate Supervisor, a Site Representative may assist in investigation, preparation, writing, and presentation of grievances.

The Site Representative shall advise the Supervisor of the grievant of his/her presence. The Site Representative is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

- **15.9.2** A Site Representative may accompany a CAL-OSHA representative conducting an on-site walk-around safety inspection of any area, department, division, or other subdivision in fulfillment of the Site Representative's responsibilities.
- **15.10 POA Staff Assistance:** Site Representatives shall at any time be entitled to seek and obtain assistance from POA staff personnel.

### SAFETY

- **16.1** Safety Committee: A District Safety Committee shall include at least one (1) member appointed by POA. This committee shall review health, safety, sanitation and working conditions. This committee should meet not less than every three (3) months and make recommendations to the District concerning improvements in health, safety, sanitation and working conditions.
- **16.2** The District and POA shall establish a Police Department Safety Committee that will meet quarterly to discuss any outstanding Police Officer safety issues.
- **16.3** No Discrimination: No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of good safety practices.

## **DISCIPLINARY ACTIONS**

- **17.1 Disciplinary Action:** Discipline shall be imposed on employees of the bargaining unit for the following reasons.
  - **17.1.1** Incompetency.
  - **17.1.2** Inefficiency.
  - **17.1.3** Insubordination.
  - **17.1.4** Inattention to or dereliction of duty.
  - 17.1.5 Dishonesty.
  - **17.1.6** Immoral conduct.
  - **17.1.7** Discourteous treatment of public or District employees.
  - **17.1.8** Any willful failure of good conduct that tends to injure the public service.
  - **17.1.9** Any willful or persistent violation of the provisions of this Agreement.
  - **17.1.10** Engaging in a political activity during assigned working hours by the employees.
  - **17.1.11** Repeated unreported, and/or unauthorized absence or tardiness.
  - **17.1.12** Unexcused repeated and persistent absences that result in the disruption and loss in efficiency in the operating unit.
  - **17.1.13** The use of fraud, deception, or misrepresentation of material facts in obtaining an appointment or a place on the eligibility list.
  - **17.1.14** Conviction of a sex offense as defined in Education Code Section 87010 or a narcotic offense as defined in Education Code Section 87011.
  - **17.1.15** Receipt of citizen complaints wherein it is determined the bargaining unit member is culpable of misconduct as a result of an Internal Affairs Investigation.
  - **17.1.16** Finding of violation of Department or District rules and regulations as a result of an Internal Affairs Investigation.
  - **17.1.17** For other good and sufficient cause as determined by the Chief of Police.

- **17.2 Timeliness:** The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District takes disciplinary action, unless such cause was concealed or not disclosed by the employee.
- **17.3 Suspension:** Employees may be suspended prior to the Board of Trustees' final decision following a hearing before the Chancellor or designee. The employee may be suspended without pay following the hearing only if the employee's presence at work could prove injurious or harmful to the District. If, after a hearing, the suspension is upheld, the Board of Trustees shall determine whether the suspension is with or without pay. However, employees criminally charged with an offense enumerated in Education Code section 88123 shall be suspended in accordance with the procedures set forth in Education Code Section 88123.
- 17.4 Disciplinary Procedure: When the District seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and served in person or by certified mail upon the employee by the Chancellor or designee. The notice shall contain (1) a statement of the specific acts or omissions upon which the disciplinary action is based, (2) a statement of the cause for which disciplinary action is taken, (3) the Education Code, policy, rule, or regulation violation, (4) the penalty proposed, (5) copies of the documentary evidence upon which the disciplinary action is based, and (6) a statement of the employee's right to appeal the proposed disciplinary action to the Board of Trustees by filing a written request for hearing with the Office of the Chancellor within fourteen (14) calendar days from postmark of the District's Statement of Charges.
- **17.5** The costs of the disciplinary appeal shall be allocated in accordance with the provisions of 15.2.5 of the Agreement.
- **17.6 Decision by the Board of Trustees:** The decision by the Board of Trustees shall be final.

### LAYOFF AND REEMPLOYMENT PROCEDURES

**18.1** Layoff: Layoff means termination of employment and includes any reduction in hours, days, or months of employment or assignment to a class or range lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption or employment by layoff.

## **18.2** Notice of Layoff:

- **18.2.1** Upon the decision of the District's Board of Trustees to layoff a classified employee, written notice of layoff shall be sent by first class mail to the person's last known address on file in the District's Office of Human Resources or delivered in person to the affected classified employee or employees.
- **18.2.2** When, as a result of the expiration of a specially funded program, classified positions are eliminated at the end of a school year, the employee or employees to be laid off at the end of such school year shall be given written notice on or before May 29, informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. If the termination date of any specially funded program, is other than the end of a school year, such notice shall be given not less than thirty (30) calendar days prior to the effective layoff date.
- **18.2.3** When, as a result of a reduction or elimination of the service being performed by any department, the employee or employees to be laid off shall be given written notice of layoff not less than thirty (30) calendar days prior to the effective layoff date and shall be informed of their displacement rights, if any, and reemployment rights.
- **18.2.4** Following receipt of any layoff notice, the POA President and POA Field Representative may meet with District representatives to review the notice and order to layoff.
- **18.3** Order of Layoff: Classified employees within an affected job classification shall be laid off subject to the following provisions:
  - **18.3.1** The order of layoff shall be by seniority as defined in this Article.
  - **18.3.2** Seniority shall be determined by Board approved hire date within each classification plus higher classifications. Length of service in a lower classification shall not be credited toward seniority in a higher classification. Paid service performed prior to entering into a probationary status in the classified service shall not be credited toward seniority. Time spent on the following authorized leaves of absence shall be included when

computing seniority:

- Paid leaves of absence
- Leaves mandated by statute
- Required military leaves of absence

Time spent on all other leaves of absence shall not be credited toward seniority and shall be deducted from the employee's seniority for purposes of determining layoff.

- **18.3.3** In the case of two (2) or more classified employees with the same seniority, the order of layoff shall be based on the following.
  - **18.3.3.1** Date of first paid service as a probationary employee in the District.
  - **18.3.3.2** By lot.

# **18.4** Displacement Rights - Demotion in Lieu of Layoff and Bumping Rights:

- **18.4.1** Permanent employee laid off from the employee's present class may elect to be demoted and bump into a vacant position in the next lowest class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into vacant positions in lower classes to avoid layoff. To be considered for demotion into a lower vacant position, the employee shall be required to notify the District Office of Human Resources in writing of such election not later than ten (10) working days after receiving the notice of layoff.
- **18.4.2** To be considered for bumping, which would result in the displacement of a less senior employee in the classification in which the employee subject to layoff has greater combined seniority in the lower and higher classifications, the employee shall be required to notify the District Office of Human Resources in writing of such election not later than ten (10) working days after receiving the notice of layoff.
- **18.4.3** An employee who has accepted a demotion or bumping rights in lieu of layoff, has the right to be reemploy, in accordance with seniority in the former class, for an additional twenty-four (24) month period after the thirty-nine (39) month reemployment period.
- **18.5** Voluntary Reductions in Assigned Time: The District may elect, in lieu of layoff, to offer reductions in assigned time to classified employees within an affected classification. An employee who elects and receives a reduction in assigned time in lieu of layoff shall, nonetheless, be placed on the thirty-nine (39) month reemployment list, together with an additional twenty-four (24) month period, and shall be eligible to return to this former assigned time in order of seniority.

**18.6** Return to Former Classification Following Voluntary Demotion or Voluntary Reduction in Hours: Employees taking voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within the sixty-three (63) month time limit per paragraph 18.5 above, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

# **18.7** Retirement in Lieu of Layoff:

- **18.7.1** Any employee subject to being laid off or who was in fact laid off may elect to accept a service retirement from the Public Employee's Retirement System in accordance with Education Code Section 88015.
- **18.7.2** The employee shall be placed on a thirty-nine (39) month reemployment list in accordance with of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.
- **18.7.3** The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.
- **18.7.4** An employee subject to this Article who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.
- **18.7.5** Any election to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this Article.

# **18.8 Reemployment:**

- **18.8.1** A classified employee who is laid off shall be placed on a thirty-nine (39) month employment list and shall have the right to apply for other positions within the District while the employee's name remains on the reemployment list. The employee shall be required to maintain his/her current address on file with the District Office of Human Resources.
- **18.8.2** If, during an employee's eligibility period for reemployment, positions become vacant within a job classification of a laid off employee or employees, the District shall notify by first class mail addressed to the last known address on file with the Office of Human Resources such employee or employees offering reemployment in order of seniority.
- **18.8.3** If the employee accepts reemployment, the employee shall report to work

within ten (10) working days following notification of reemployment.

- **18.8.4** An employee who receives such notice of reemployment, but who does not accept the offer of reemployment within five (5) working days shall be deemed to have rejected the offer of reemployment. After refusal or non-response to the second consecutive offer of reemployment, the employee's name shall be removed from the thirty-nine (39) month reemployment list including all rights hereto.
- **18.8.5** A classified employee reemploy within thirty-nine (39) months after being laid off shall be fully restored to his/her position with all rights to permanent status. Seniority, benefits, or service credit shall not, however, accrue during the period of layoff.
- **18.9** Seniority Roster: The District shall maintain an updated seniority roster indicating employee's class seniority, and hire date seniority. Such rosters shall be available to POA for review.

# 18.10 Benefits to Employees Following Layoff:

- **18.10.1** The District shall continue to pay health and welfare benefits at the current rate for all employees laid off and currently receiving benefits for ninety (90) calendar days from the date of layoff.
- **18.10.2** The District shall allow each full time employee subject to layoff who works at least six (6) hours per day with up to twenty-four (24 Hours of accrued personal necessity leave for the purpose of seeking future employment. The twenty-four (24) hours shall be in increments not exceeding four (4) hours each.
- **18.10.3** Employees laid off shall be afforded "substitute" employment in any class within the District for which he/she meets minimum qualifications.

#### SEVERABILITY

- **19.1** Savings Clause: If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- **19.2 Replacement for Severed Provision:** In the event of suspension or invalidation of any Article or Section of this Agreement, the District and POA will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such Article or Section.
- **19.3 Rules or Regulations:** Rules, regulations, policies and practices which are in effect at the time of this Agreement that affect the wages, hours and working conditions of bargaining unit members shall not be modified without prior consultation with POA.

#### **CONCERTED ACTIVITIES**

- **20.1** Apart from, and in addition to, existing legal restrictions upon work stoppages, neither bargaining unit members, POA, or its officers, officials, agents or representatives, shall incite, encourage or participate in any strike, walkout, slowdown, picketing or other work stoppage of any nature whatsoever, against the District during the life of the Agreement for any cause of dispute whatsoever, including, but not limited to, disputes which are subject to any grievance procedure, disputes concerning matters not mentioned in this Agreement, disputes with other labor organizations, persons or employers, jurisdictional disputes, or compliance with the request of other labor organizations to engage in such activity.
- **20.2** In the event that any of the occurrences prohibited by the preceding paragraph takes place, bargaining unit members POA, and its officers, agents, representatives, and responsible officials, shall immediately and publicly disavow such action as unauthorized and use all power within their authority to end or avert such action at the earliest possible time and bargaining unit members, POA and its officers, agents, representatives, and responsible officials shall not honor any picket line set up under any circumstances.
- **20.3** Any employee hereunder engaging in or assisting in any of the activities prohibited by 20.1 above shall be subject to discipline or discharge as determined by the District.

## **NEGOTIATIONS**

- **21.1 Released Time for Negotiations:** POA shall have the right to designate three (3) employees, who shall be given reasonable released time to participate in negotiations.
- **21.2** Agreement of Parties: This Agreement contains the agreement of the parties as to all existing matters. It is agreed that the District and POA will support the terms of this Agreement during the life of this Agreement and will not seek change or improvement on any matters subject to the meet and negotiation process except by mutual agreement.

# LENGTH OF AGREEMENT

- **22.1** Length of Agreement: Upon ratification by both parties, this Agreement shall become effective July 1, 2018 and continue in effect to and including June 30, 2021 and from year to year thereafter unless and until a successor agreement is reached.
- **22.2** This Agreement constitutes the entire agreement between the parties and concludes meeting and negotiating on subjects dealing with hours of employment and other conditions of employment for the term of this Agreement. It is further understood that any part of this Agreement may be reopened for negotiation with the mutual consent of both parties.

## **DEFINITIONS**

- **23.1** "Anniversary date" is the date upon which an employee is granted salary step advancement earned by completion of a required period of service.
- **23.2** "Classification" is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- **23.3** "Classification description" is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- **23.4 "Demotion"** is a change in assignment of an employee from a position in one classification to a position in another classification that is allocated to a lower maximum salary rate.
- **23.5 "Differential"** is a salary allowance in addition to the basic rate or schedule based upon hours of employment.
- **23.6** "Fiscal year" is July 1 through June 30.
- **23.7 "Health and Welfare Benefits"** means any form of insurance or similar benefit programs, which may include but not be limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, or long-term disability.
- **23.8** "Hire date" is the date of first paid service as a regular classified employee.
- **23.9 "Incumbent"** is an employee assigned to a position and who is currently serving in or on leave from the position.
- **23.10 "Industrial accident or illness"** is an injury or illness arising out of or in the course of employment in the District.
- **23.11** "Longevity" is years of service with the District regardless of change in position.
- **23.12** "Notice" means whenever notice is required under this Agreement, and no form of notice is otherwise designed, notice to the District shall be personal delivery to the Office of the Chancellor and notice to POA shall be written notice delivered to the President of the local chapter.
- **23.13** "**Permanent employee**" is a regular employee who successfully completes an initial probationary period, which shall not exceed twelve (12) work months of service beyond the initial date of employment.
- 23.14 "Probationary employee" is a regular employee who will become permanent

upon completion of a prescribed probationary period.

- **23.15 "Promotion"** is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum salary rate.
- **23.16** "**Reallocation**" is a movement of an entire classification from one salary range or rate to another salary range or rate.
- **23.17** "**Reclassification**" is the upgrading of a position to a higher classification as a result of the increase of duties and/or responsibilities being performed by the incumbent in such position.
- **23.18** "Safety conditions of employment" means any work-related condition affecting the health, safety, or welfare of the employee.
- **23.19** "Salary rate" is a specific amount of money paid for a specific period of service.
- **23.20** "Salary schedule" is a series of salary steps and ranges which comprise the rate of pay for all classifications.
- **23.21 "Salary step"** is one of the salary levels within the range of rates for a classification.
- **23.22 "Short-term employee"** is a person hired for a specific temporary project of limited duration which, when completed, the services of the employee shall no longer be required.
- **23.23** "Substitute employee" is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
- **23.24** "Uniforms" means any clothing of a particular color, design, pattern, or style required to be worn by the District shall be considered a uniform.
- **23.25 "Voluntary demotion"** is a demotion agreed to in writing by the employee and the District.
- **23.26 "Working hours"** means any day the District Administrative Offices are open for business.
- **23.27 "Working day"** means any day the District Administrative Offices are open for business.
- **23.28** "Employee" shall mean bargaining unit member.
- **23.29 "Hourly Rate"** is determined by dividing the monthly rate provided in the POA contract by 168 and the results carried to two (2) decimal places and rounded off.

- **23.30** "Location" is defined as any internal operating unit within one of the following: Irvine Valley College, District Services, Saddleback College, and future satellite location.
- **23.31** "Seniority for Purposes of Layoff" is based upon Board approved hire date within each employee's classification plus higher classifications.
- **23.32** "Substitute Rate" shall be computed at step 1 on the salary schedule.
- **23.33** "Serious Bodily Injury" means a serious impairment of physical condition, including but not limited to, the following: loss of consciousness, concussion; bone fracture; protracted loss or impairment of functions of any bodily member or organ; a wound requiring extensive suturing; and serious disfigurement.
- **23.34** "**Transfer**" is a move from an employee's current location, operating unit, or shift to another within South Orange County Community College District within the employee's same classification.
- 23.35 "Chief of Police" complete title is Director, Safety and Security, Chief of Police.

# EXHIBIT A

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# POLICE OFFICER SALARY SCHEDULE

Board Approved \_\_\_\_\_ Effective 7/1/15

# [INSERT SALARY SCHEDULE]

# EXHIBIT B

## **CAMPUS SECURITY OFFICER – Range 1**

#### DEFINITION

Campus Security Officers receive general supervision from the Director of Safety and Security/Chief of Police, and/or Assistant Director of Safety and Security/Deputy Chief of Police. They provide for the physical security of district property and the personal protection of students, faculty, staff, and visitors, by implementing and enforcing district policies, rules and regulations, and crime prevention and awareness strategies.

#### EXAMPLE OF DUTIES

Performs foot and vehicular patrols of the entire campus; offers assistance and aid to any person in need of help; checks buildings and grounds regularly for security and safety compliance; coordinates with campus police and external emergency services agencies for assistance when required; maintains an accurate daily log of performed duties and relevant observations; communicates with superiors and peers as soon as possible after observing an incident; observes, reports, and preserves evidence of crimes and incidents or problems; operates district vehicles in a safe and conscientious manner; and performs related duties as required and directed.

## LICENSE AND CERTIFICATIONS REQUIRED

- Possession of valid and appropriate California Driver's License.
- Possession of current P.C. 832 certification or ability to successfully complete P.C. 832 training within one year after hire.
- Possession of current school security officer training certificate pursuant to California Education Code Section 72330.5 and Business and Profession Code Section 7583.45, as provided by the Bureau of Security and Investigative Services of the California Department of Consumer Affairs, or ability to successfully complete said training within one year after hire.
- Valid and current basic first aid and CPR certification.

#### MINIMUM QUALIFICATIONS

#### Knowledge of:

- California criminal law and safety statutes.
- Common fire and safety hazards and related equipment.
- Techniques and procedures applicable to theft and loss prevention and reporting.
- Traffic and parking control.
- Appropriate safety and security precautions and emergency procedures.

# Ability to:

- Interrelate and deal effectively with diverse campus groups and individuals under routine and stressful conditions.
- Learn and correctly interpret district and college rules, regulations, and policies.
- Communicate effectively, both orally and in writing.
- Write clear, concise, and comprehensive reports.
- Effectively use and maintain issued equipment.
- Operate a vehicle observing legal and defensive driving practices.
- Understand and effectively carry out oral and written instructions.
- Establish and maintain effective relationships with students, faculty, staff, law enforcement personnel and the community in general.

# EDUCATION AND EXPERIENCE

Individuals possessing the knowledge, skills, abilities, and licenses and certifications listed above are considered to possess the necessary education and experience. Prior successful experience in the security or law enforcement fields is desirable.

# PHYSICAL DEMANDS AND WORKING CONDITIONS

Strength: Sustained posture or intense attentiveness for prolonged periods. At least half of the workweek requires exposure to sensory extremes. Light lifting, carrying and/or pushing objects weighing less than 30 pounds. Willing to work any of three shifts with irregular days off.

### **EXHIBIT C**

### **POLICE OFFICER – Range 2**

#### DEFINITION

To perform a variety of law enforcement and security related duties to ensure the safety of students, faculty, staff and visitors, and the security of college property and facilities.

#### SUPERVISION RECEIVED AN EXERCISED

Receives direction from the Director of Safety and Security/Chief of Police or the Assistant Director of Safety and Security/Deputy Chief of Police.

EXAMPLES OF DUTIES – Duties may include, but are not limited to, the following:

Patrol assigned area on foot or in a vehicle; issue verbal or written citations for violations observed; enforce parking and related traffic ordinances.

Patrol buildings, classrooms and restrooms; secure doors, turn out lights and check windows; frequently monitor high security areas; check electrical panels, monitors storage areas; guard against theft and vandalism.

Check mechanical equipment including alarm systems and report operating failures.

Keep daily activity log; fill out appropriate forms and reports; alert fellow officers of unusual or suspicious occurrences.

Provide security to all persons during a power failure, earthquake, fire, bomb threat or other mishaps; direct building evacuations; provide crowd control; assist persons stuck in elevators.

Assist the public by providing directions and responding to questions and inquiries; direct traffic at peak traffic times; provide vehicle jump-starts and openings.

Pick up and return lost and found items; search for lost adults or children.

Collect parking lot meter money and deliver to the business office.

Intervene and mediate in disturbances and disputes.

Perform related duties as assigned.

#### WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### Work Environment

At least half of each week requires exposure to sensory extremes. Several times weekly, exposure to chance of injury or loss of life, which can be substantially controlled by use of significant safety precautions.

#### Physical Demands

Sustained posture or intense attentiveness for prolonged periods. Light lifting (less than 30 lbs.), some walking, pushing, pulling, on a regular basis.

#### QUALIFICATIONS

#### Knowledge of:

Principles, practices, methods and procedures of law enforcement and traffic control.

Pertinent Federal, State and local laws, codes, and regulations.

Appropriate responses for emergency situations.

Use and care of firearms.

Basic first aid and CPR.

#### Ability to:

Interpret and apply Federal, State and local policies, procedures, laws and regulations.

Administer procedures related to safety and security.

Work independently in the absence of supervision.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain cooperative working relationships with those contacted in the course of work.

### **Experience and Training Guidelines**

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

### Experience:

Two years of law enforcement or security experience.

# Training:

Equivalent to an Associate of Arts degree with major training in law enforcement, security or a related field.

## License or Certificate

Possess current P.O.S.T. academy certification (basic officer training) approved by the California Peace Officers Standards and Training Commission (POST); possession of a valid California driver's license, and a current and valid First Aid/CPR Certificate.

## Medical/Psychological Testing and Background Check

Must pass a medical and psychological test are required by Government Code Section 1031(F) and required to submit to a thorough background investigation pursuant to Government Code Section 1031 to comply with the standards established by the Commission for P.O.S.T.

## EXHIBIT D

# POLICE OFFICER (WEEKENDS/HOLIDAYS) – Range 2

#### DEFINITION

To perform a variety of law enforcement and security related duties to ensure the safety of students, faculty, staff and visitors, and the security of college property and facilities.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director of Safety and Security/Chief of Police or the Assistant Director of Safety and Security/Deputy Chief of Police.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Patrol assigned area on foot or in a vehicle; issue verbal or written citations for violations observed; enforce parking and related traffic ordinances.

Patrol buildings, classrooms and restrooms; secure doors, turn out lights and check windows; frequently monitor high security areas; check electrical panels, monitors storage areas; guard against theft and vandalism.

Check mechanical equipment including alarm systems and report operating failures.

Keep daily activity log; fill out appropriate forms and reports; alert fellow officers of unusual or suspicious occurrences.

Provide security to all persons during a power failure, earthquake, fire, bomb threat or other mishaps; direct building evacuations; provide crowd control; assist persons stuck in elevators.

Assist the public by providing directions and responding to questions and inquiries; direct traffic at peak traffic times; provide vehicle jump-starts and openings.

Pick up and return lost and found items; search for lost adults or children.

Collect parking lot meter money and deliver to the business office.

Intervene and mediate in disturbances and disputes.

Perform related duties as assigned.

#### WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### Work Environment

At least half of each week requires exposure to sensory extremes. Several times weekly, exposure to chance of injury or loss of life, which can be substantially controlled by use of significant safety precautions.

#### Physical Demands

Sustained posture or intense attentiveness for prolonged periods. Light lifting (less than 30 lbs.), some walking, pushing, pulling, on a regular basis.

# QUALIFICATIONS

#### Knowledge of:

Principles, practices, methods and procedures of law enforcement and traffic control.

Pertinent Federal, State, and local laws, codes, and regulations.

Appropriate responses for emergency situations.

Use and care of firearms.

Basic first aid and CPR.

#### Ability to:

Interpret and apply Federal, State and local policies, procedures, laws and regulations.

Administer procedures related to safety and security.

Work independently in the absence of supervision.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain cooperative working relationships with those contacted in the course of work.

## Minimum Qualifications

Any combination equivalent to an Associate of Arts degree with major training in law enforcement, security or a related field, and;

Two years of law enforcement or security experience.

#### License or Certificate

Possess current P.O.S.T. academy certification (basic officer training) approved by the California Peace Officers Standards and Training Commission (POST); possession of a valid California driver's license, and a current and valid First Aid/CPR Certificate.

#### Medical/Psychological Testing and Background Check

Must pass a medical and psychological test are required by Government Code Section 1031(F) and required to submit to a thorough background investigation pursuant to Government Code Section 1031 to comply with the standards established by the Commission for P.O.S.T.

# EXHIBIT E

TYPE OF I	REVIEW		
Employee	Annual C	Period Covered:	
Classification	□ Probatio	n $\Box$ 6 month	$\Box$ 11 month
Supervisor	Specific Du	ty Assignment	

AS A VALUED MEMBER OF	THE SOUTH ORANGE COUNTY COM	IMUNITY COLLEGE DISTRICT POLICE
I WILL STRIVE FOR:		
•	Individual Honesty	
•	Personal Integrity	
•	Professionalism and Ethical Conduct	
•	A Strong Work Ethic	
•	The Willingness to Accept Personal	Responsibility
•	A Strong Sense of Fairness	
•	High Standards for Excellence in Job	Performance
•	A Strong Sense of Service to the Dist	crict Community
in the	w, to the best of my ability, the canon LAW ENFORCEMENT CODE OF I AND THE RANGE COUNTY COMMUNITY COLLE RULES AND REGULATIONS (A. R	GE DISTRICT POLICE
En	nployee Signature	Date

I. COMMUNITY ORIENTED POLICING/HUMAN RELATIONS				
PERFORMANCE MEASURES	0	Ε	ME	NI
<ul> <li>a. Treats all persons with respect, avoiding sarcasm and derogatory remarks</li> <li>b. Communicates effectively with all types of people/groups</li> <li>c. Maintains effective working relationships with co-workers and supervisors</li> <li>d. Exhibits sincere interest / concern for problems and viewpoints of others</li> <li>e. Establishes contacts within the district community to foster mutual types and the second se</li></ul>				
trust and respect f. Is aware of and addresses issues that lead to deterioration of trust and				
respect in the community g. Recognizes visible signs of disorder and takes appropriate steps to correct situations				
h. Projects a positive, professional attitude in the daily performance of duties				
COMMENTS:				

II. PROBLEM SOLVING / FIELD ACTIVITIES				
PERFORMANCE MEASURES	0	Е	ME	NI
a. Maintains knowledge of problems and potential patterns within assigned area				
<ul> <li>b. Routinely uses Crime Analysis data to analyze crime trends and patterns</li> <li>c. Shares information with officers assigned to their area on other shifts</li> <li>d. Utilizes a wide variety of resources to develop strategies for problem solving</li> </ul>				
<ul> <li>e. Develops resources to deal with related problems within their assigned area</li> <li>f. Recognizes and utilizes enforcement as a problem solving tool</li> <li>g. Maintains acceptable and productive levels of field activity that impact crime levels</li> </ul>				
<ul> <li>h. Willingly provides thoughts and ideas on ways to improve security and law enforcement services to the district community</li> </ul>				
COMMENTS:				

III. PERSONAL CHARACTERISTICS				
PERFORMANCE MEASURES	0	Е	ME	NI
<ul> <li>a. Uniform appearance</li> <li>b. Physical fitness as required for current work assignment</li> <li>c. Knowledge of laws and relevant case decisions</li> <li>d. Knowledge of and compliance with laws affecting schools and colleges and department rules, regulations, and procedures</li> </ul>				
<ul> <li>e. Attendance / punctuality</li> <li>f. Care, use, and maintenance of assigned equipment</li> <li>g. Time management (response to calls / return to "in-service" status)</li> <li>h. Decision making ability uses proper discretion and takes ownership for decisions</li> <li>i. Communication skills (radio demeanor)</li> <li>j. Displays enthusiasm and interest in serving the district community</li> </ul>				
COMMENTS:				

IV. CALLS FOR SERVICE/FIELD PERFORMANCE				
PERFORMANCE MEASURES	0	Ε	ME	NI
<ul> <li>a. Vehicle operation skills (routine calls for service)</li> <li>b. Vehicle operation skills (emergency calls for service)</li> <li>c. Ability to control and coordinate resources at emergency scenes</li> <li>d. Ability to exhibit calm, tactful, deliberate demeanor at emergency scenes</li> <li>e. Tactical abilities (safe placement of supporting officers and resources at routine and/or emergency scenes)</li> </ul>				
<ul> <li>f. Demonstrates proper officer safety techniques / tactics during suspect contacts when necessary</li> </ul>				
<ul> <li>g. Exercises care and control of prisoners when necessary</li> <li>h. Uses productive case investigation techniques (including preservation of evidence)</li> <li>i. Prepares clear, concise, and accurate reports for department and court use</li> <li>j. Uses proper grammar, spelling, and punctuation in reports as exhibited by the lack of report corrections. Writes complete reports, includes all necessary information</li> </ul>				
<ul> <li>k. Relates traffic enforcement activities to location and time</li> <li>l. Gains effective and prompt control at traffic collision scenes</li> <li>m. Appropriately uses "On Duty" time for performance of expected and assigned duties</li> </ul>				
COMMENTS:				

OVERA	LL PERFORMAN	ICE RATING FOR THIS REV	VIEW PERIOD
OUTSTANDING	EXCELLENT	MEETS EXPECTATIONS $\Box$	NEEDS IMPROVEMENT
	COMMENTS	ON OVERALL PERFORMAN	NCE
OBJE	CTIVES / EXPEC	TATIONS FOR NEXT REVI	EW PERIOD
RATERS SIGNATURE	DATE	CHIEF OF POLICE	DATE
EMPLOYEES SIGNATUR	E DATE	ADMINISTRATOR	DATE
	PRESID	ENT DAT	Ē

#### **CONTINUATION PAGE** USE THIS PAGE FOR CONTINUATION OF "COMMENTS" OR PERFORMANCE OBJECTIVES

A "Needs Improvement" rating in any category must be explained in the "Comments" Section

# EXHIBIT F

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## FITNESS FOR DUTY POLICY

### **PURPOSE**

The purpose of this policy is to establish consistent procedures for ordering and implementing fitness for duty evaluations of sworn personnel and other personnel involved in public safety functions. Such evaluations are necessary for the safety and welfare of the community and department personnel, and to insure compliance with California law. California Government Code Section 1031 (f) mandates that all peace officers in California "[b]e found to be free from any physical, emotional or mental condition which might adversely affect the exercise of the powers of a peace officer."

It is not the intention of this policy to interfere with a supervisor's ability to recommend or suggest personal counseling to a subordinate, nor is this policy intended to alter or replace confidential counseling provided by the department as a result of critical incidents. Rather, this policy is intended to provide a mechanism for the assessment of an employee's mental, emotional and/or physical ability to perform essential functions of their position when the employee is conduct, behavior and circumstances indicate that continued service by the employee may be a threat to public safety, the safety of other employees, the safety of the particular employee, or, may interfere with the District's ability to deliver effective police services.

# **PROCEDURES**

<u>Criteria</u>. To assist in determining the continuing emotional, mental and medical fitness of officers to carry out their essential duties as armed peace officers, and other employees whose duties affect the public safety, all supervisory employees should be alert to any indication that an employee may not be emotionally, mentally or medically fit. Such indications may include but are not limited to the following factors. The mere presence of any one factor or combination of factors may not be sufficient to order the evaluation. However, such presence should not be ignored and may lead to the ordering of an evaluation. While there is a great variety and range of acceptable behavior among employee's dramatic or sudden changes in any particular employee's customary behavior may increase concern.

- One or more personnel complaints after consultation with the appropriate Chief of Police, whether originated internally or externally, particularly complaints of the use of unnecessary or excessive force, inappropriate verbal conduct, or any conduct indicating an inability to exercise self control and self discipline.
- An abrupt and negative change in customary behavior, toward an inability to perform essential functions of the position.

- Irrational verbal conduct or behaviors, including delusions and hallucinations.
- Suicidal statements or behaviors, or personal expressions of mental instability.
- Unexplained and excessive tiredness or hyperactivity.
- Dramatic change in eating patterns resulting in sudden weight loss or gain, or diagnosis of a life threatening eating disorder.
- Change in behavior pattern to inattention to personal hygiene and health.
- Inappropriate use of alcohol, medications or other drugs, including symptoms of illegal drug use.
- Memory losses.
- Impatience or impulsiveness, especially with a loss of temper.
- A pattern of conduct indicating a possible inability or decrease in ability to defuse tense situations, a tendency to escalate such situations or create confrontations.
- Unexplained and inappropriate excessive lateness or absenteeism.
- Any other factor or combinations of factors that causes a supervisor to reasonably suspect that a fitness for duty evaluation may be necessary.

<u>Reporting</u>. Any supervisor observing circumstances indicating that the emotional, mental or physical fitness of an employee may be in question should meet with the employee, if to do so will not aggravate the situation. If the meeting does not relieve the supervisor's concerns, or no meeting is conducted, the involved supervisor shall contact the Chief of Police and prepare a written report of the circumstances if so directed.

An employee is not required to disclose a disability to a supervisor, however, a supervisor may inquire regarding the conduct, behavior or circumstances that give rise to his or her concerns. Where appropriate, a supervisor and employee may also discuss reasonable accommodations that may enable the employee to perform the essential functions of his or her position.

<u>Relief from Duty</u>. In aggravated circumstances, such as when an employee's conduct immediately or directly threatens safety, the Chief of Police may immediately relieve the employee of duty with pay until the matter is resolved (or until placed on immediate suspension without pay pursuant to Board Resolution), pending further evaluation. In other cases, employees may be relieved from duty or reassigned as necessary for public safety or the efficient operation of the department, pending completion of an evaluation. Any readily accessible or department provided weapons or other department property may be seized by the supervisor and where appropriate, the employee ordered not to exercise peace officer or other official powers. Nothing in this policy is intended to prevent or limit a supervisor from taking any emergency action reasonably necessary to protect life or property. Any employee relieved of duty under this policy is subject to the same protections as set forth by the District's disciplinary procedures and applicable law.

Order for the Evaluation. The Chief or his designee may determine, in the exercise of his or her discretion and with or without additional investigation that a fitness for duty evaluation is or is not warranted. If an examination is warranted, it should be scheduled for the earliest opportunity.

The employee should receive a written order for the evaluation. Such order should include a brief description of the reasons for the evaluation.

It should also specify the date, time and place of the evaluation; the name of the psychologist and or medical doctor conducting the evaluation; a directive to cooperate with the psychologist's and/or medical doctor's and/or staff requests, and completely and honestly answer any questions posed by the psychologist medical doctor or staff; and notice that the evaluation is being conducted for use by the department. The notice shall also state that the evaluation is confidential between the employee and the evaluator to the extent required by the Confidentiality of Medical Information Act (Civil Code Section 56 et seq.), which allows the evaluator to release limited information to the department as specified below.

Selection of the Evaluator for Determining Psychological Fitness for Duty. The POA and the District agree to utilize the following list of evaluators for psychological evaluation to determine an employee's fitness for duty:

- Gina Gallivan (District) <u>1.</u>
- <u>2.</u> <u>3.</u> L. Scott Frazier (POA)
- Robert Postman (POA)
- <u>4.</u> Victoria Havassy (District)
- 5. Ronald Offenstein (District)

In the event one or more of the listed evaluators no longer can perform the service as an evaluator, the party submitting the evaluator's name shall submit a replacement name to the other party for inclusion on the panel. The District and the POA shall engage in the alternate striking method of determining the evaluator to be used to determine the employee's psychological fitness for duty. The District shall utilize P.O.S.T.'s 15 Job Dimensions Required of a Police Officer as criteria for the evaluator to utilize in determining psychological fitness for duty. (Attachment). The evaluator's report shall be binding on both parties.

Requirements for the Evaluator. The evaluator must meet the requirements of 1031 (f) of the Government Code. The evaluator shall be instructed by the District to release only that information permitted under this policy or otherwise permitted by law.

<u>Limited Scope of Report</u>. The department has a right to information that is necessary to achieve a legitimate purpose. The evaluation is ordered by and conducted for the department. It is not for the purpose of treatment but to determine fitness for duty. The limited verbal and/or written results of the evaluation will be provided to the Department as a confidential personnel record. Unless necessary for determining fitness for duty, no statement of medical cause shall be included in the report.

<u>Exception</u>. Where the employee has initiated a lawsuit, arbitration, grievance, worker's compensation or other claim or challenge involving his or medical history, mental or physical condition, or treatment, the report may contain information which is relevant to that action.

An employee may waive in writing any or all restrictions on the information reported to the employer.

<u>Disposition of Report</u>. The department shall establish appropriate procedures to protect the information from unauthorized use or disclosure. The report will be placed in a sealed envelope and retained in the employee's separate secure medical file in the Human Resources Department. The report may only be sued or disclosed in a legitimate and appropriate proceeding to the extent authorized or compelled by law or agreement.

<u>Refusal to Cooperate</u>. Refusal to comply with the order or any of its parts, or with reasonable requests by the evaluator shall be deemed insubordination, and shall be grounds for disciplinary action, up to and including termination. Statements made to the evaluator shall be considered compelled and may not be used in a criminal or civil proceeding against the employee.

<u>Disposition</u>. Depending upon the results of the evaluation and the recommendation of the evaluator, the Department may:

- Return the employee to full duty,
- Place the employee on temporary light or modified duty,
- Remove the employee from any duties pending treatment and re-evaluation,
- Conditionally allow full or modified duty on receipt of treatment,
- Institute or resume disciplinary proceedings as appropriate.

Where possible, it is always the department's intent to rehabilitate an employee and achieve a return to full duty status.

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# POLICE DEPARTMENT

[Date]

TO:

FROM: Chief \_\_\_\_\_

Subject: Notice of Psychological Fitness for Duty Evaluation

This memorandum will serve as a written order directing you to submit to a psychological Fitness for Duty Evaluation.

The reason(s) for the evaluation are:

(Summarize the behavior, circumstances, etc. and refer to any of the appropriate factors that are listed under the Procedures section of this General Order)

The evaluation is scheduled for (day, date and time) and will be held in the office of Dr. \_\_\_\_\_\_. The address is \_\_\_\_\_\_\_.

You are directed to cooperate with the psychologist's and/or medical doctor's and/or staff requests and completely and honestly answer any questions posed by them. The evaluation is being conducted for use by the Department, however, the evaluation is confidential between the employee and the evaluator to the extent required by the Confidentiality of Medical Information Act (Civil Code Section 56 <u>et seq</u>.), which allows the evaluator to release limited information to the Department. You may authorize the evaluator to release additional information to the department.

Refusal to comply with this order or any of its parts, or with the reasonable requests of the evaluator, shall be deemed insubordination, and shall be grounds for disciplinary action, up to and including termination. Statements made to the evaluator shall be considered compelled and may not be sued in a criminal or civil proceeding against the employee.

CHIEF OF POLICE (OR DESIGNATE)

# EXHIBIT G

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

# ALCOHOL AND DRUG ABUSE POLICY

# I. <u>INTRODUCTION</u>

- A. This policy is adopted in compliance with the Drug-Free Workplace Act of 1988 (Title V, Subtitle D of Public Law 100-690) and the Drug-Free Workplace Act of 1990 (California Government Code Section 8350-8357). This Policy establishes explicit guidelines for the enforcement of the prohibition against employees bringing alcohol, illegal narcotics or other illegal habit-forming drugs onto District premises and into work areas, or appearing for an assigned work shift while under the influence of alcohol or any drug or medication which impairs his/her ability to safely and efficiently perform the required duties of the position.
- B. To maintain a safe, healthful, and productive work environment for all employees, and to eliminate substance abuse and its effect in the workplace, it is the District's duty to ensure that employees are in a condition to perform their duties safely and efficiently, in the interest of their co-workers and the public, as well as themselves. The presence of drugs on the job and the influence of controlled substances on employees during working hours are inconsistent with this objective.
- C. In recognition of the public service responsibilities entrusted to the members of the Department, and in recognition that drug abuse can hinder one's ability to perform duties safely and effectively, the following policy is adopted by the Department.

# II. <u>POLICY</u>

- A. The South Orange County Community College District Police Department is committed to maintaining a workplace free from the influence of alcohol and drugs. The Department will act to eliminate any substance abuse as it increases the potential for accidents, absenteeism, substandard performance, poor employee morale, or the Department's reputation. Alcohol and drug abuse will not be tolerated and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.
- B. In order to assure the safety, health and well-being of Department members, it is the policy of the Department that employees comply with the following requirements. Compliance with this policy shall be considered a condition of employment with the Department.

- C. Employees shall not use, possess or be under the influence of alcohol or drugs during working hours.
- D. Employees shall not unlawfully manufacture, sell, distribute, dispense, possess, or use alcohol or drugs on District property, at work, or while on duty.
- F. Employees shall not have their ability to work impaired as a result of the use of alcohol or drugs. An employee whose work is impaired for a legitimate reason, such as the use of medically medications and drugs, should contact their supervisor to arrange for whatever accommodation is needed or available.
- G. If convicted of a criminal drug violation occurring at the workplace, an employee shall notify his/her supervisor within five calendar days of the conviction pursuant to federal law.
- H. Employees may be subject to disciplinary action up to and including termination for criminal drug possession, use, manufacture, distribution or sale occurring on or off duty.
- I. The District will comply with the provisions of the Public Safety Officers Procedural Bill of Rights (Government Code Sections 3300 et seq.)when sworn police personnel are subject to investigation or discipline in connection with this policy.
- J. Employees as to whom there is a reasonable suspicion of being under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.
- K. Employees whose drug and alcohol testing results indicate a violation of this policy as a result of random testing shall be prevented from engaging in further work and shall be referred directly to the Chief of Police for appropriate disposition.
- L. Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek assistance from the District's Employee Assistance Program, where one is available, or to contact the Human Resources Director for information on rehabilitation sources. Referrals by the Human Resources Director will be handled in a confidential manner.
- M. Employees identified as violating this policy may be required to satisfactorily complete an alcohol or drug abuse assistance/rehabilitation program as a condition of continued employment. While the District is supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

## III. PROCEDURE

**A.** Determination of Presence of Alcohol, Illegal Narcotics or Illegal Habit Forming Drugs.

Each supervisor is responsible for the consistent enforcement of this policy.

When a supervisor has a reasonable suspicion that an employee is under the influence of alcohol or drugs, he/she will remove the employee from the work site to an office or conference room and notify the Chief of Police. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of alcohol or drugs so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- a. Bloodshot eyes
- b. Slurred speech
- c. Odor of alcoholic beverage on breath
- d. Unsteadiness in walking
- e. Possession of alcohol or drugs
- f. Information obtained from a reliable-person with personal knowledge
- g. The following situations may prompt a supervisor or other appropriate staff to investigate further for evidence of objective symptoms which may constitute reasonable suspicion that the employee is under the influence of alcohol or drugs:
  - 1. An accident involving District property;
  - 2. Physical altercation;
  - 3. Verbal altercation;
  - 4. Behavior which is so unusual that it warrants summoning a supervisor/manager or anyone else for assistance.

h. The supervisor shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of alcohol or drugs.

An employee suspected of being under the influence of alcohol or drugs may be ordered to submit to alcohol or drug testing. Results of such tests shall be provided to the Director of Human Resources. Only those managers/supervisors who have a "need-to-know," as determined by the Director of Human Resources, shall have access to alcohol and drug test results.

Supervisors shall not physically search the person of employees, nor shall they search personal possessions of employees without the freely given written consent of, and in the presence of, the employee.

Managers and supervisors shall notify the Chief of Police or designate when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District.

An employee determined to be unable to perform duties in a satisfactory or safe manner may be placed on a leave with pay by the Chief of Police or designate pending review of the situation.

## IV. <u>DISPOSITION OF VIOLATIONS OF ALCOHOL OR ILLEGAL DRUG</u> <u>PROHIBITION</u>

- A. Any employee found to be in violation of this prohibition is subject to discipline, up to and including termination.
- B. The District recognizes that the abuse of alcohol or drugs is a progressive illness which can be arrested if treated in a sensitive and timely manner.

Therefore, any disciplinary action shall consider the appropriateness of and commitment to treatment programs pursued by the employee, the employee's work record, and the problems created by the employee's absence.

- C. If an employee is allowed to remain in District employment while undergoing treatment for an alcohol or drug abuse related problem, he/she shall the authorize the Director of Human Resources, or designate, sufficient access to records, treatment providers, etc., to adequately monitor progress of treatment and determine capacity to carry on his/her job
- D. Failure of an employee who has committed himself/herself to follow a treatment program or to rigidly adhere to that program will make him/her subject to discipline, up to and including termination.

## V. <u>IMPAIRMENT OF WORK PERFORMANCE BY MEDICATIONS AND</u> <u>DRUGS</u>

A. Employees shall not report to work under the influence of medications or drugs, or utilize such substances while they are on duty, if their ability to safely and effectively perform assigned duties is impaired as a result of the use of the medication or drugs. While use of medically prescribed or legal non-prescription medications and drugs is not a violation of this policy, taking medications or drugs may interfere with the safe and effective performance of duties or operation of District equipment. Employees reasonably believed to be under the influence of prescribed medication or legal non-prescription drugs which may interfere with the safe and effective performance of duties shall be prevented from engaging in further work, but shall be detained for a reasonable time until an authorized District representative can ensure that the employee can reach home in a safe manner. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician will be required.

# VI. ALCOHOL AND DRUG TESTING

- A. Alcohol and drug testing is applicable to all employees and applicants to designated positions with the District.
- B. <u>Pre-Employment Screening</u>

Applicants to positions for which a drug-screening test is required will be informed that an alcohol and drug test will be conducted during the preplacement medical examination and that a positive result could disqualify the applicant.

If a positive result is obtained, the specimen will be retested. A job applicant who is denied employment because of a positive alcohol/drug test will be removed from <u>any</u> Eligibility List but may reapply for employment after a six (6) month waiting period.

# C. On the Job Alcohol/Drug Test

## Investigation

- a. When a supervisor suspects that an employee may be impaired or affected by alcohol or drug use, an investigation shall be conducted promptly and properly. When practicable the investigation should be conducted by a supervisor other than the one who originally suspected the condition.
- b. If it is determined that alcohol/drug testing will be requested, advise the employee of his/her right to have a representative

present. The representative must be available within a reasonable time (within one (1) hour.)

- c. To determine whether alcohol/drug testing is appropriate, the reasonable suspicion guideline described in Section .2 should be followed.
- d. Review observations with the employee. If determined that an alcohol/drug test is appropriate during regular business hours, the supervisor will confer with the Director of Human Resources or designate immediately. The Director of Human Resources or designate will contact the District's clinic to arrange for an immediate alcohol and/or drug test.
- e. An employee reasonably suspected of being under the influence of alcohol will be requested to submit to a breath test administered in the Police Department and/or a blood test administered by a District-selected clinic.
- f. An employee reasonably suspected of being under the influence of drugs will be requested to submit to a urine test administered by a District-selected clinic.
- g. An employee will be asked to sign a consent/release form (Exhibit A) and chain of custody form prior to administration of blood or urine alcohol/drug tests.
- h. An employee who refuses to consent to alcohol/drug testing may be disciplined for misconduct or unsatisfactory job performance up to and including termination.
- i. Samples for a blood or urine test will be taken at a Districtselected clinic and sent to a National Institute of Drug Abuse (NIDA) approved laboratory for analysis.
  - 1. Between the hours of 9 a.m. and 9 p.m. every day, urine and blood tests will be administered by
  - 2. Between 9 p.m. and 9 a.m., urine and blood tests will be administered at Laboratory\_\_\_\_\_.
- j. The supervisor shall arrange for transportation for the employee to the clinic and to the employee's home following the tests.

## D. Reasonable Suspicion Testing

An employee must submit immediately to an alcohol and drug test when requested by a manager or supervisor.

Reasonable suspicion for testing means suspicion based on specific, personal observation of a supervisor and/or the Chief of Police, or designate. (Whenever possible, two supervisory/management employees should observe an employee's behavior and participate in the questioning of an employee.)

The supervisor shall document the following in a confidential memo to be maintained in Department files with a copy to the employee:

- a. Specific, personal observation concerning the appearance, smell, behavior, speech, or performance of the employee.
- b. Violations of a safety rule, or other work incidents which, after further investigation of the employee's behavior leads the supervisor to believe that alcohol and/or drug use may be a contributing factor.
- c. Other physical, circumstantial or contemporaneous indicators of alcohol or drug use.

# E. <u>Return to Duty Testing/Follow Up Testing</u>

Any police officer employee who has committed an action prohibited by this policy must submit to a return to duty test before he/she may be returned to his/her position. The test result must indicate an alcohol concentration of *no more than 0.00*, or verified negative result on a controlled substance test.

In order to be allowed to return to work in his or her safety-sensitive position, a police officer must test negative on the return to duty drug test, and less than 0.02 on the return to duty alcohol test. The police officer will be subject to unannounced drug and alcohol tests for up to 60 months after returning to work with a minimum of at least six (6) unannounced drug or alcohol tests on the employee during the first year back to the police officer position.

No police officer shall be permitted to return to duty or remain on duty requiring the performance of police functions while having an alcohol concentration of *no more than 0.00*. Police officers are prohibited from using alcohol while performing police functions. No police officer shall use alcohol within four (4) hours prior to performing police functions including substitute police officers as well.

Police officers tested for alcohol of concentrations of *more than 0.00* shall not be required to perform police duties but shall be retested and not returned to police duties until the alcohol concentration is *no more than* 0.00. Such employees are deemed in violation of this policy and shall be considered for disciplinary action up to and including termination of service.

## F. Substances for Which Testing Will Occur

The alcohol and/or test may test for any substances which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to the following:

- a. Prescription medications
- b. Marijuana (Cannabinoids)
- c. Cocaine
- d. Opiates (Narcotics such as heroin, morphine, codeine, and other medical narcotics)
- e. Phencyclidine (PCP)
- f. Amphetamines/Methamphetamine
- g. Barbiturates
- h. Benzodiazepines
- i. Propoxphene
- j. Alcohol

### G. <u>Test Results</u>

If the initial screening test is positive, the laboratory will perform a confirmation test before reporting a positive result to the District. The laboratory utilized will notify the Director of Human Resources or designate of test results by telephone and a written report will be mailed. The Director Human Resources or designate will notify the Chief of Police or designate, who in turn will notify the employee. If the test results are positive, the employee will be given one working day to present medical information to the Department designee showing there is a legitimate explanation for the results including prescribed medication.

## H. Confidentiality

Laboratory reports and/or test results will be placed in an employee's personnel file. Laboratory reports and/or test results will be maintained in a separate confidential medical records file which is maintained in the Department of Human Resources.

Only those supervisory/management employees who have a valid, "need-

to-know", will receive alcohol/drug test results. The results of individual tests shall not be released to anyone other than those who have a "need-to-know" without express written authorization of the tested individual, unless ordered by means of proper legal procedures and appropriate legal authority (i.e. subpoena) or in connection with a District disciplinary proceeding.

# I. **Disciplinary Actions**

The Department may take disciplinary action up to and including termination against any employee who:

- a. Tests positive for drugs in an amount that would impair job performance.
- b. Tests positive for alcohol in an amount that would impair job performance.
- c. Refuses to submit immediately to an alcohol and/or drug test when requested by a supervisory or management employee or law enforcement personnel, or refuses to submit to a search of personal properties if requested by law enforcement and/or supervisory personnel.
- d. Adulterates or otherwise interferes with accurate testing required pursuant to this policy.

# VII. ALCOHOL/DRUG AWARENESS PROGRAM

- A. This policy shall be communicated to all employees and reaffirmed at least once annually. All new hires will be given a copy of this regulation and requested to sign a statement that he/she agrees to abide by the terms of this policy.
- B. The Department will maintain an alcohol/drug-free awareness program that will inform all employees about:

The Department's policy and commitment maintaining an alcohol/drug-free workplace;

The dangers of alcohol and drug abuse in the workplace;

Available alcohol and drug counseling and rehabilitation programs;

The penalties that may be imposed upon employees for alcohol and drug abuse violation in the workplace.

## VII. **RESPONSIBILITY**

A. Chiefs of Police and the supervisors shall:

Ensure that all subordinate employees provisions of this regulation.

Be responsible for the Departmental policies not issuance of covered by this regulation.

B. Supervisory/management employees shall:

Be fully conversant with the policy and procedures set forth herein and responsible for enforcement of this policy.

Be aware of substance abuse indicators, and encourage employees who are suspected of substance abuse to refer themselves voluntarily to a treatment/rehabilitation program.

C. Human Resources Director shall:

Be responsible for maintaining a drug-free awareness program.

Be responsible for establishing and maintaining a list of alcohol and drug assistance and rehabilitation services in the area.

D. Employees shall, as a condition of employment, abide by the terms of this policy and submit immediately to an alcohol and/or drug test when requested by an appropriate Department of supervisory/management employee or be subject to disciplinary action up to and including termination.

## ALCOHOL AND DRUG ABUSE ADMINISTRATIVE POLICY

I have received a copy of the South Orange County Community College District Alcohol and Drug Abuse Administrative Policy.

The term "reasonable suspicion" has been explained to me. The procedure and/or penalty that has been set, if it is determined that I am under the influence of alcohol or drugs during working hours, has also been explained to me.

I understand the procedure following the "reasonable suspicion" and random testing and the penalty for being under the influence of alcohol or drugs during working hours.

I agree to abide by the terms of the Alcohol and Drug Abuse Policy.

Date	Signature
Witness	

#### POA Negotiations Costing November 2018

2.0% increase for FY 2018-2019
1.85% increase for FY 2019-2020
1.77% increase for FY 2020-2021
POST Supplemental Pay - \$3,000 for Advanced POST
Lower Retirement Benefit Age to 55

		Increased Annual Cost									Cumulative Cost							
	2018-			2018-	-2019				2019-2020 2020-2021		2018-2019		2019-2020		2020-2021			
	2.0%	Increase	Sup	POST plemental Pay		vet Retirement Benefit Age		Total	1.8	85% Increase	1.7	77% Increase		Cumulative Cost 4.33%	С	umulative Cost 6.18%	Cum	ulative Cost 7.95%
													Ī					
Salary	\$	26,059	\$	27,000	\$	-	\$	53,059	\$	25,086	\$	24,445		\$ 53,059	\$	131,204	\$	233,794
27.462% Benefits	\$	7,156	\$	7,415	\$	-	\$	14,571	\$	7,576	\$	8,042		\$ 14,571	\$	36,718	\$	66,908
Other	\$	-	\$	-	\$	4,275	\$	4,275	\$	-	\$	-		\$ 4,275	\$	8,550	\$	12,825
Total	\$	33,215	\$	34,415	\$	4,275	\$	71,905	\$	32,662	\$	32,488		\$ 71,905	\$	176,472	\$	313,527
		2.00%		2.07%		0.26%		4.33%		1.97%		1.96%	ſ	4.33%		6.30%		8.25%
																	(co	mpounded)

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- RE: SOCCCD: SOCCCD Faculty Association (FA) Tentative Agreements for Articles I, IV, VI, X, XIV, XV, SVII, XXVI, XXVII, XXVII, XXIX, XXX, XXXI

**ACTION:** Approval

### BACKGROUND

The collective bargaining agreement between South Orange County Community College District (District) and the South Orange County Community College District Faculty Association (FA) expired on June 30, 2018. The District and SOCCCD FA negotiators have reached tentative agreements for Article I – Agreement, Article IV – Definitions, Article VI – Association Rights, Article X – Organizational Security, Article XIV – Assignment, Contract Year, Hours of Service, And Professional Duties, Article XVII – Evaluations, Article XXVI – Bonded Sabbatical Leave and Professional Development, Article XXVII – Benefits, Article XXIX – Leaves, Article XXX – Wages, Article XXXI – Retired Faculty Benefits and a Global Economic Agreement for Articles VI, XV, XXVIII, XXIX and XXX for a new 3-year successor agreement. The term of the successor agreement will be July 1, 2018 through June 30, 2021.

## <u>STATUS</u>

California Government Code Section 3547 et seq. requires the disclosure of costs associated with a collective bargaining agreement. The cumulative costs of the agreement with FA for the three-year period, as displayed in Exhibit L, are estimated to be \$18,891,778, including benefits.

### RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Faculty Association Tentative Agreements (Exhibits A, B, C, D, E, F, G, H, I, J, K) between the District and FA.

### TENTATIVE AGREEMENT BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION, CTA/NEA

#### December 19, 2018

This Tentative Agreement is entered into between the South Orange County Community College District and the South Orange County Community College District Faculty Association, CTA/NEA (hereinafter referred to as the "Association") and is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

The following agreement is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

#### ARTICLE I AGREEMENT

- I. The Articles and Provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the South Orange County Community College District ("District") and the South Orange County Community College District Faculty Association, an affiliate of CTA/NEA ("Association" <u>or "SOCCCDFA"</u>), an employee organization.
- II. This Agreement is entered into pursuant to <u>the Educational Employment Relations Act</u> (EERA) [Chapter 10.7, Sections 3540-3549 of the Government Code (EERA)].
- III. This Agreement shall remain in full force and effect from July 1, 2015 2018 until June 30, 2018 2021.

South Orange County Community College District

38 For SOCCCD 39 Dr. Cindy Vyskoci

40 Vice Chancellor, Human Resources 41

12/19/18

South Orange County Community College District Faculty Association, CTA/NEA

For SOCCOPA Lewis Long Chief Negotiator

19/18

Date

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44 Date

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1	TENTATIVE AGREEMENT
2	
3 4	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT TO THE
4 5	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION,
6	CTA/NEA
7	
8 9	December 19, 2018
9 10	This proposal is presented by the South Orange County Community College District with College
11	This proposal is presented by the South Orange County Community College District to the South
12	Orange County Community College District Faculty Association, CTA/NEA (hereinafter referred to as the "Association") pursuant to the Education Employment Relations Act and the Collective
13	Bargaining Agreement between the parties. This proposal is intended to apply only to the Article
14	set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to
15	remain unchanged except as set forth below or as otherwise mutually agreed:
16	remain anonaliged except as set for in bolew of as stillerwise matually agreed.
17	ARTICLE IV
18	DEFINITIONS
19	
20	ACADEMIC YEAR
21	
22	The traditional fall and spring semesters of a school year which are consistent with the
23 24	178 total instructional days as specified in the Academic Calendar.
25	ACADEMIC CALENDAR
26	
27	The published academic calendar developed by the Academic Calendar Committee and
28	adopted by the Board of Trustees. The Academic Calendar specifies when classes are
29 30	in session, professional development days, holidays and final exam periods.
31	ADMINISTRATION
32	The College on District employees whereas the instants in the
33 34	The College or District employees who are designated management employees by the Board of Trustops in apportance with Covernment Code Section 2540.1 (a) and (a)
35 35	Board of Trustees in accordance with Government Code Section 3540.1 (g) and (m) of the EERA.
36	
37	ADMINISTRATIVE REGULATIONS
38	
39	Regulations that provide for the implementation of board policy which are
40	developed by the Chancellor in consultation with the various constituent groups
41	in accordance with Board Policy 107.
42	
43	AGREEMENT (MASTER)
44	이 같은 것 같아요. 이 집에 집에 있는 것 같아요. 그는 것 같아요. 그는 것 같아요. 그는 것 같아요. 이 집에 있는 것 같아요. 이 집에 있는 것 같아요.
45	The negotiated contract collective bargaining agreement between the South Orange
46	County Community College District as public school employer and the Association as
47	the certified organization recognized as the exclusive representative of the full- and
48	part-time faculty.
49	
50	ASSOCIATION
51	

52	S	South Orange County Community College District Faculty Association, which is the
53 54	<u>c</u>	certified organization recognized as the exclusive representative of the faculty of the South Orange County Community College District.
55	2	the South Grange County Community Conege District.
56 57	BASE S	ALARY
58		Column 1, step 1, of the Faculty Salary Schedule in any given year. The dollar
59		amount in column 1, step 1, of the Faculty Salary Schedule shall be the dollar
60	2	amount of column 1, step 1, of the immediate prior Faculty Salary Schedule and
61 62	2	any negotiated and agreed upon adjustments for that given year.
63	BOARD	POLICY
64		
65 66		A policy <b>a<del>pproved</del> adopted and published</b> by the Board of Trustees <u>in accordance</u> with Board Policy 107.
67 68	<u>CCR</u>	
69 70	The	California Cada of Demulations
70	me	California Code of Regulations
72	CHANC	ELLOR
73		
74 75	S	South Orange Community College District chancellor.
76 77	CLOCK	HOUR
78 79	5	Sixty (60) minutes.
80 81	COLLEG	GE CONTRACTOR
82 83 84		The college (Irvine Valley College, Saddleback College) where a faculty member has a primary assignment.
85 86	COLLEG	GE SERVICE
87 88 89	۵ ۲	An activity and/or service that fulfills the faculty member's contracted service obligation <b>butside of the faculty member's load</b> .
90 91		FTEE
92 93 94 95	n fe	ny standing or ad hoc college and/or District group duly constituted to address one or hore college and/or District concerns in which participation fulfills in whole or in part a aculty member's contracted committee activity obligation outside of the faculty nember's load.
96 97	CONTAG	CT HOUR
98 99 100	F	ifty (50) clock minutes of a sixty (60) minute scheduled classroom activity.
100 101 102	DAY	
102	Δ	"day" <u>(for the purpose of Article XXV Grievance Procedures)</u> is any day on which
104		ne District administrative offices are open for business.

105	
106	DEAN
107	
108	The administrator assigned to a specific division/school at a college.
109	
110	DEPARTMENT CHAIR
111	
112	A full-time faculty member who, under the supervision of a dean, administers an
113	academic department.
114	
115	DISTANCE EDUCATION (DE) or ONLINE EDUCATION
116	
117	Instruction in which the instructor and student are separated by a distance so that they
118	interact primarily through the assistance of communication technology.
119	
120	DISTRICT
121	
122	The entire South Orange County Community College District consisting of Irvine Valley
123	College, Saddleback College, and their off-campus sites, including ATEP.
124	
125	DUTY DAYS
126	The District has adopted a 170 day Assistantic Oster due (m. 51 and a second
127 128	The District has adopted a 178-day Academic Calendar (per. Ed. Code, §41420 and §41422) (per Title 5, costions 55700 at each and 50100 of the Colling in 20 and
120	§41422) (per Title 5, sections 55700 et. seq. and 58120 of the California Code of
130	<b>Regulations)</b> within which each full-time faculty member fulfills his/her contracted workload as specified in Articles XIV (Assignment, etc.) and XV (Workload).
131	workidad as specified in Articles Arv (Assignment, etc.) and XV (Workidad).
132	[Note: The cited sections of the Education Code that require K-12 schools to
133	maintain a minimum of 175 days for apportionment. The applicable provision
134	applying to community colleges are set forth in Title 5 of the California Code of
135	Regulations.]
136	inogulationo.]
137	EDUCATION CODE (EDUC. CODE)
138	
139	The California Education Code.
140	
141	EERA
142	
143	The Educational Employment Relations Act as recorded in Chapter 10.7, §3450-§3549
144	of the Government Code.
145	
146	EXTRA DUTY DAYS
147	
148	Additional days beyond a faculty member's normal contractual assignment during which
149	designated faculty members as perform duties (see Article XV).
150	
151	FACULTY
152	
153	All full- and part-time academic employees who are included in the appropriate
154	bargaining unit as defined in Article V, and therefore covered by the terms and
155	provisions of this Agreement.
156	
157	FACULTY MEMBER

158	
159	A full- or part-time academic employee who is included in the appropriate bargaining
160	unit as defined in Article V, and therefore covered by the terms and provisions of this
161	Agreement.
162	PROFESSIONAL DEVELOPMENT ACTIVITIES
163	
164	Professional development (formerly called Flex) activities are in lieu of classroom,
165	preparation, and office hour assignment time and, therefore, attendance is
166	required for full-time faculty members (5 CCR §55726).
167	
	[Relocated below in alphabetic order]
168	FULL-TIME
169	
170	A faculty member employed by the District on a full-time contract as defined in the
171	Education Code.
172	
173	FULL-TIME FACULTY EQUIVALENT DAY
174	
175	The equivalent of 7.2 hours of instructional and prep time.
176	
177	GRIEVANCE
178	
179	A formal written allegation by a grievant who alleges a violation of a specific article,
180	section, or provision of this Agreement.
181	coolidit, of provision of this Agreement.
182	GRIEVANT
183	GILEVAN
184	Any foculty member $(a)$ where doint $(a)$ to be an equivalent of the set of
	Any faculty member(s) who claim(s) to have been aggrieved by an alleged violation of
185	this Agreement.
186	
187	IMMEDIATE FAMILY
188	· · · · · · · · · · · · · · · · · · ·
189	The mother, father, stepparent or legal guardian, son, son-in-law, daughter, daughter-in-
190	law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, or grandchild
191	of the employee or of the spouse or domestic partner of the employee, and the spouse
192	or domestic partner of the employee, or any relative living in the immediate household of
193	the employee.
194	
195	IMMEDIATE SUPERVISOR
196	
197	The lowest level administrator who has immediate supervision of a faculty member
198	the grievant and who has been designated by the District to address a grievance
199	at Level I as specified in Article XXV (Grievance Procedures).
200	at here is the specifical in Antone XXX (anevalue i rocedares).
201	INSTRUCTOR
202	
202	An employee who is included in the engranziete hergeining with as defined in
203	An employee who is included in the appropriate bargaining unit as defined in
	Article V, and therefore covered by the terms and provisions of this Agreement.
205	
206	LABORATORY (INSTRUCTIONAL ACTIVITY)
207	Instructional activity in which the workload is divided between student contact activities and
208	preparatory activities, including but not limited to laboratory preparation, course material
209	development, responding to student work and grading. Instruction is normally delivered on a

210 211 212 213 214 215 216	group basis. Laboratory assignments are characterized by the need for preparatory time for the faculty member and issuance of a grade for work completed in the laboratory by the student. The grading criteria should be outlined in the Course Outline of Record and Syllabus providing some weight to the final grade. Both preparatory time and the issuance of a grade are part of laboratory instructional activities. <b>Beginning with the 2016-2017 academic year</b> , <u>courses that were previously classed as Laboratory assignments and credited for</u> <u>faculty load at 1 hour of student contact and 1 hour of preparation for each LHE (see</u>
217	Appendix B) will continue to be classified as Laboratory assignments.
218 219 L	EARNING CENTERS/TUTORIAL (INSTRUCTIONAL ACTIVITY)
220	LATINING CENTERS/TOTONIAE (INSTRUCTIONAE ACTIVITY)
221 222 223 224	Instructional activities such as learning assistance or learning centers, in which the assignment is fulfilled entirely by student contact activities, with no preparatory activities. Instruction is normally delivered on an individual basis.
	ATERAL TRANSFER
227 228 229 230 231	Any administrative or Board action which results in the movement of a faculty member from one immediate supervisor or site to another as set forth in Article XIX. A transfer may be initiated by the faculty member ("voluntary") or by the District ("involuntary").
	ECTURE (INSTRUCTIONAL ACTIVITY)
234 235 236 237	Instructional activity in which the workload is divided between student contact activities and preparatory activities, including but not limited to lecture preparation, course material development, responding to student work and grading.
	ECTURE HOUR EQUIVALENT (LHE)
240 241 242 243	A unit of measure used to establish <u>each full-time faculty member's annual</u> contractual workload, and the workload and rate of pay for-full-time faculty overload, part-time faculty and summer a faculty assignments. <u>An LHE equals two</u> semester hours.
	IBRARY, COUNSELING SERVICES, AND LEARNING DISABILITY SPECIALISTS NSTRUCTIONAL ACTIVITY)
248 249 250 251	Instructional activities such as library services, counseling services, and learning disability services in which the assignment is fulfilled primarily by student contact activities within an assigned period.
252 <u>L</u> 253 254 255	OAD <u>The contractual instructional assignment of a faculty member made up of Lecture,</u> <u>Laboratory, Practicum, Learning cCenter/Tutorial, Library, Counseling Services or</u> <u>Learning Disability Specialist instructional activities.</u>
	IUTUAL AGREEMENT
258 259 260 261 262	Agreement between the appropriate District administrator and unit member. If mutual agreement is not reached, the appropriate Vice President and the President of the Association or designee shall meet with the faculty member and the appropriate administrator to reach mutual agreement.

263	Something something something blah blah blah sunshine and daisies, and then we all
264	hold hands and sing.
265	
266	
267	PART-TIME
268	
269	A faculty member employed by the District who works less than a full-time workload and
270	is not a tenured faculty member, a probationary full-time faculty member, or a temporary
271	full-time faculty member as described in the Education Code (e.g. Educ. Code §§
272	87478 <u>, 87480, 87481, 87482)</u> .
273	
274	PRACTICUM (INSTRUCTIONAL ACTIVITY)
275	
276	Instructional activity in which instruction is delivered primarily during student contact
277	activities with some necessary instructor preparation. This activity includes courses in
278	which the learning objectives are demonstrated through student participation.
279	
280	PRESIDENT
281	
282	College president for each campus in the District.
283	
284	PROFESSIONAL DEVELOPMENT ACTIVITIES
285	
286	Professional development (formerly called Flex) activities are in lieu of classroom,
287	preparation, and office hour assignment time and, therefore, attendance is
288	required for full-time faculty members (5 CCR §55726).
289	[Relocated from above.]
290	
291	SALARY SCHEDULE
292	
293	The appropriate Full-time Academic Salary Schedule, Part-time Classroom
294	Academic Salary sSchedule and Full-time Overload/Part-time Non-classroom
295	Academic Salary Schedule, and Part-time Non-classroom Academic Salary
296	schedule as set forth in Appendix A.
290	our as ser form in Appendix A.
298	SEMESTER
299	The regular fall and spring academic terms as published in the Academic Calendar.
300	SEMESTER HOUR
301 302	
	One hour per week for each week of a semester, or for instructional assignments
303	outside of the traditional fall and spring semesters, the equivalent.
304	60000D
305	SOCCCD
306	Couth Owners County County 11 County Dirich in
307	South Orange County Community College District.
308	
309	STRS
310	California State Teachers Retirement System
311	TRANSFER
312	TRANSFER
313	2월 2월 <u>2</u> 월 2월
314	The movement of a faculty member from one immediate supervisor or site to
315	another as set forth in Article XIX.

316 317 **TRC – TENURE REVIEW COMMITTEE** 318 319 A committee composed of the Dean and tenured faculty members assigned to evaluate and assist probationary faculty members through the tenure process. 320 321 VICE CHANCELLOR 322 323 324 The Vice Chancellor of Human Resources & Employer/Employee Relations of the 325 SOCCCD, Vice Chancellor of Technology and Learning Services, or the the Vice 326 Chancellor of Business Services, or the Vice Chancellor of Human Resources & 327 Employer/Employee Relations of the SOCCCD. 328 329 VICE PRESIDENT 330 331 The Vice President for Instruction, Vice President for Student Services, or the Vice 332 President for Administrative Services for each campus in the District. 333 334 WORKLOAD 335 336 A measurement in LHEs of a faculty member's total contractual assignment, including 337 load, overload, extra duty days, and duties compensated by stipend and/or 338 reassignment. 339 340 WORKSITE 341 342 A physical location where a faculty member performs and completes some or all of their 343 academic assignment(s). Example: A clinical setting in which a nursing faculty member 344 performs instruction. 345 346 347 South Orange County Community South Orange County Community College 348 **College District** District Faculty Association, CTA/NEA 349 350 351 For SOCCOD 352 For SOCOCDFA 353 Dr. Cindy Vyskocil Lewis Long Vice Chancellor, Human Resources 354 **Chief Negotiator** 355 356 2/19/18 12/19/18 357

Date

358

359

Date

1 2 3 4 5 6 7		TENTATIVE AGREEMENT BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION, CTA/NEA June 20, 2018
8 9 10 11 12	Distric (hereii	entative Agreement is entered into between the South Orange County Community College and the South Orange County Community College District Faculty Association, CTA/NEA nafter referred to as the "Association") and is expressly made pursuant to the Education syment Relations Act and the Collective Bargaining Agreement between the parties.
13 14 15 16	provis	ollowing agreement is intended to apply only to the Article set forth below. All other ions of the Collective Bargaining Agreement shall be deemed to remain unchanged except forth below or as otherwise mutually agreed:
17 18 19		ARTICLE VI ASSOCIATION RIGHTS
20 21 22 23 24 25	I.	The Association and its duly authorized college representatives shall have, upon yearly approval, the free use of college equipment and building facilities for Association business at any reasonable time, which shall include evening hours. Such equipment shall include, but shall not be limited to computer <u>s</u> , <u>audiovisual and</u> duplicating equipment, <u>calculators</u> and telephones <u>/fax, and audiovisual equipment.</u> .
26 27 28 29	II.	The District shall provide reasonable bulletin board space for Association use in each building housing faculty members, and in all faculty lounges and dining areas.
30 31 32 33	III.	The Association and its college representatives shall have the right to use the college mail distribution services, including e-mail, for Association communications, and shall be provided access to all faculty mailboxes for such use through appropriate methods.
34 35 36 37	IV.	Duly-authorized Association representatives shall be free to conduct official Association business as necessary to the performance of Association responsibilities to members of the bargaining unit, including grievance representative activities, on college property.
38 39 40	V.	The District shall provide the Association with contact information for unit members as follows:
40 41 42 43 44		a) <u>A list of the following information, with each field in its own column, for all bargaining unit members within five (5) days of the last payroll date of September, January, and May:</u>
45 46 47 48 49 50		i. First Name; ii. Middle initial; iii. Last name; iv. Suffix (e.g., Jr., III) v. Preferred name vi. Job Title;

51		Nii Departmente
52		vii. <u>Department;</u> viii. Primary worksite name:
52		
53		ix. Work telephone number;
55		x. Work Extension;
55 56		xi. Home Street addresses (incl. apartment #)
50 57		xii. Mailing address (if different)
		xiii. City
58		xiv. State
59		xv. ZIP Code (5 or 9 digits)
60		xvi. Home telephone number (10 digits) (if available);
61		xvii. Personal cellular telephone number (10 digits) (if available);
62		xviii. Personal email address of the employee (if available);
63		xix. Birth date;
64		<u>xx. Hire date.</u>
65		
66		In lieu of providing the information above in the form of a list, the District
67		may meet this obligation by providing the Association access to a secure
68		electronic site within which the above information is available.
69		
70		b. A list of the names and information described in Article VI.V.a above for all
71		newly hired full-time and part-time employees within the bargaining unit
72		within five (5) days of the last payroll of the month in which they were
73		hired.
74		
75		"Newly hired employee" means any full-time or part-time bargaining unit
76		employee hired by the District who is still employed as of the date of the
77		new employee orientation. It also includes all employees who are employed
78		by the District (including those returning from layoff rehire list, or
79		previously employed by the District in a non-faculty position) and whose
80		current position has placed them in the bargaining unit represented by the
81		Association. For those latter employees, for purposes of this article only,
82		the "date of hire" is the date upon which the employee's employee status
83		changed such that the employee was placed in the bargaining unit.
84		
85		In lieu of providing the information above in the form of a list, the District
86		may meet this obligation by providing the Association access to a secure
87		electronic site within which the above information is available
88	10	Valifornia Covernment Code 50550)
89		california Government Code §3558)
90	M	The District and the college educidity to the last of the last of the last
91	VI.	The District and the college administration shall consult with the Association on new or
92		modified fiscal or budgetary programs when this information is of concern to the
93		Association as it relates to items determined to be in the scope of representation under
94		the EERA.
95	VIII	Description of time without loss of some quartice is the state of the
96 07	VII.	Reassigned time without loss of compensation shall be provided to Association
97		members for negotiations and conducting Association business. Schedules of those
98		faculty members receiving reassigned time shall be mutually arranged by the faculty
99		members, the supervising College administrators and the District so as to minimize
100		disruption to the educational process and with the intent of allocating reasonable periods
101		of time for negotiations and the conducting of Association business. The following apply:

102			
103		<u>a.</u>	The Association will provide the names of faculty members receiving the
104			reassigned time to supervising College administrators and District no later than
105			May 1st for the fall semester and October 1st for the spring semester.
106			
107		<u>b.</u>	_The Association will receive forty-eight (48) LHE <u>per vear</u> , to be utilized by no
108			more than five (5) negotiating team members and the Association President
109			and/or designee(s).
110			
111		<u>c.</u>	_The Association will have the right to purchase up to twelve (12) additional LHE
112		<u>v.</u>	<b><u>per year</u></b> from the District, to be utilized by no more than five (5) negotiating team
113			members and the Association President and/or designee(s), at the rate of one (1)
114			LHE as described in the Full-time Overload/Part-time Non-classroom Academic
115			Salary Schedule for one (1) LHE of reassignment.
116			Salary Schedule for one (1) Ene of reassignment.
117		<u>d.</u>	_Additional LHE will be added for summer use only:
118		<u>u.</u>	_Additional LHE will be added for summer use only.
119			i. Three (3) LHE as described in the Part-time Classroom Academic Salary
120			
120			Schedule for the President;
			ii One (1) LUE as described in the Dark time Olesson we Assolute to the
122			ii. One (1) LHE as described in the Part-time Classroom Academic Salary
123			Schedule, or during periods when the parties are in formal negotiations to
124			establish a new collective bargaining agreement, three (3) LHE, for the
125			Chief Negotiator.
126	1/11		
127	VIII.	Upon	request, Aassociation officers or their designee(s) mayshall be granted up to
128			(3) days of paid leave or shall be entitled to three (3) days of unpaid leave to
129			as an elected officer of the Association, or of any statewide or national
130			employee organization with which the Association is affiliated, or to be used
131			al, state, or national conferences, or for conducting other business pertinent to the
132		Assoc	iation's affairs.
133			
134		<u>a</u> .	For a leave of fewer than five (5) days, tThese representatives shall be
135			excused from their duties upon a minimum of a two (2) days' advance notice to
136			the college president by the Association President or designee. For a leave of
137			longer than five (5) days, the college president will receive a minimum of
138			ten (10) days' notice.
139			
140		<u>b</u> .	The Association shall reimburse the District for all compensation paid the
141			employee on account of the above leave within ten (10) days after receiving
142			the District's certification of payment of compensation to the employee.
143			
144		<u>c.</u>	The leave of absence without loss of compensation provided for by this
145			section is in addition to the released time without loss of compensation
146			granted to Association officers or designees in subsection VI above.
147			
148	<u>(E</u>	d Code	<u>§87768.5).</u>
149			
150			
151			
152			

<u>IX.</u>	New	Employee Orientation	
	<u>a.</u>	<u>"New employee orientate</u>	tion" refers to the process by which a newly hired
	-		ther in person, online, or through other means or
		media — is advised of t	heir employment status, rights, benefits, duties and
		responsibilities, or any	other employment-related matters.
			: 2 1 1 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2
	<u>b.</u>	The District shall provid	le the Association with access to its new employee
		orientations. The Assoc	ciation shall receive not less than ten (10) days'
		notice in advance of an	orientation, except that a shorter notice may be
			stance where there is an urgent need critical to the
		District's operations that	at was not reasonably foreseeable.
	<u>c.</u>	In the event the District	conducts group orientations with new employees,
		the Association shall ha	ave one (1) hour for Association representative(s) to
			session. Additional time may be allotted by mutua
		agreement.	
			10
		ge County Community	South Orange County Community College
Colle	ge <b>R</b> is	trict	District Faculty Association, CTA/NEA
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Ear S			For SQCCCDFA
	indy Vy		
		ellor, Human Resources	Lewis Long Chief Negotiator
VICE	Unance	nor, numan nesources	
		,	
	6/2	0/18	6/20/18
Date	~   ~		Date
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#### TENTATIVE AGREEMENT BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION, CTA/NEA

#### November 16, 2018

9 This Tentative Agreement is entered into between the South Orange County Community College 10 District and the South Orange County Community College District Faculty Association, CTA/NEA 11 (hereinafter referred to as the "Association") and is expressly made pursuant to the Education 12 Employment Relations Act and the Collective Bargaining Agreement between the parties as a 13 result of the Supreme Court decision in *Janus v. American Federation of State, County, and* 14 *Municipal Employees, Council 31* and the passage of SB 866, which amended sections 3550-15 3553 of the Government Code and section 87833 of the Education Code.

The following agreement is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

#### ARTICLE X ORGANIZATIONAL SECURITY

I. The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure on or discriminate against an employee regarding such matters.

#### II. Membership

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49 50 A. Membership in the Association is not compulsory.

B. Except as provided elsewhere in this Agreement, <u>anyall</u> member<u>s</u> of the bargaining unit, <u>may elect to become a member of the Association. or in the case of new bargaining unit members hired during this Agreement, on or before the sixtieth (60th) day following the beginning of the school year, or the execution of the collective bargaining agreement, whichever is later, as a condition of employment or of continued employment, shall complete election of one of the following three Association status categories: <u>1. Member of the Association.</u> Member status is elected by submitting to the Association a completed Membership Enrollment Form.</u>

2. Fee Payer who pays a service fee in the amount equal to Association Member dues. Any Faculty member who has not become a member of the Association shall be considered a Fee Payer upon date of hire, and continue in that status until such time as the Association receives a completed Membership Enrollment Form from the faculty member or the faculty member meets the conditions to be considered a Religious Objector.

54 and the District. Conditions specified in Section G below must be met to 55 qualify for Religious Objector status. 56 57 C. The amount of any dues or service fees shall be verified and submitted in 58 writing to the District within thirty (30) days after the effective date of this 59 Agreement and at the beginning of each successive school year. 60 61 D. A faculty member may change her or his status from Fee Payer to Association Member by signing and delivering a Membership Enrollment 62 Form to the Association. 63 64 65 A faculty member shall be responsible to the Association for a full year's payment Ε. 66 from the date of election when electing to pay Association dues or a service fee. 67 Full-time bargaining unit members hired during the school year shall be required 68 <u>FE</u>. through direct payment or deduction authorization, only a pro rata amount of the 69 70 membership dues or service charge. Such pro rata shall be based on a 71 maximum of ten (10) school months (September through June) and the number 72 of months remaining in the school year. A month faculty member shall be determined to have worked a full month if more than 51 percent of the teaching 73 74 days in that month remain after the faculty member commences employment. 75 76 **Religious Objector Exception:** G. 77 Any faculty member who is a member of a religious body whose 1. 78 traditional tenets or teachings include objections to joining or 79 financially supporting employee organizations shall not be required 80 to join or financially support the Association as a condition of 81 employment. Such faculty member can apply for Religious Objector 82 status. To qualify for this exception, the unit member must: 83 apply to and be approved by the Executive Committee of the a. 84 Association for Religious Objector status and 85 provide proof to the Association Membership Chair that they 86 have, in lieu of a service fee, paid sums equal to service fees 87 to a non-religious, non-labor organization charitable fund 88 exempt from taxation under Section 501(c)(3) Title 26 of the Internal Revenue Code, chosen by such employee from the 89 list of charitable organizations mutually agreed upon by the 90 91 Association and the District. 92 No in-kind services may be received for payments, nor may payment 2. 93 be in any form other than money. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, 94 95 date of payment, and to whom payment in lieu of the service fee. 96 Approved Religious Objectors who begin employment as a faculty З. 97 member in the District after the commencement of the academic 98 year may pay a prorated amount of approved charitable contribution 99 for the remainder of that academic year. 100 The District shall notify the Association if a Religious Objector 101 payroll deduction authorization is cancelled or modified. If no

3. Religious Objector, who, in lieu of paying dues or fees to the

Association, pays an amount equal to the Association's annual dues to any

of the charitable organizations mutually agreed upon by the Association

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100		
102		replacement proof of approved charitable payment is received by
		the Association within 30 days of approved payroll deduction
104		cancellation, the District will begin payroll deduction of the regular
105		due/fees amount upon the instruction of the Association.
106	H	
107		considered a Religious Objector, who requests that the grievance or
108		arbitration provisions of this agreement be used in his/her behalf, shall be
109		responsible for paying to the Association and/or CTA the reasonable cost
110		of using said grievance or arbitration procedures. A faculty member may
111		execute a District Authorization form to the District for deductions from
112		his/her pay for the purpose of paying Association fees or dues. Such
113		deductions must be voluntary, and the faculty member may revoke such
114		authorization at any time. The deductions permitted under the authorization
115		shall be:
116		1. Association member: The annual dues of the local Association,
117		including state and national organizations, but excluding all other
118		charges, including fines and assessments.
119		2. Non-members: A certified amount of the cost as verified in Section
120		B2 above.
121		3. Such deductions shall be made only upon submission of the District
122		form to a designated representative of the District duly completed
123		and executed by the faculty member.
124		a. <u>Deductions shall be made in equal installments on each pay</u>
125		day after receipt of authorization.
126		b. By the fifteenth (15th) day of each succeeding month, the
127		District shall transmit the monies to the Association.
128		The Association shall held the District house in the
129	<u>IF</u>	
130		deducted and remitted to the Association pursuant to this section.
131	10	
132	<u>10</u>	
133		shall be in accordance with the requirements of the Government Code, Chapter
134		10.7 of Division 4, Title 1, 3540, as amended, and construed by the Public
135		Employment Relations Board, federal, and state courts, and to the extent that it
136		does not conflict with any federal or state laws.
137 138	KI	A A a condition of the effectiveness of this Article, the Association of the
	<u>KI</u>	
139 140		defend, indemnify and hold harmless the District, Board of Trustees, each
140		individual member of the Board of Trustees, and all administrators in the District,
		harmless against any and all claims, demands, costs, lawsuits, judgments, or
142		other forms of liability, and all court or administrative agency costs that may arise
143		out of or by reason of action taken by the District for the purpose of complying
144		with this Article.
145		
146		
147		PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS
148	1	w foculty member who is a member of the Association of the U. I.
149	I. Ar	y faculty member who is a member of the Association or who has applied for
150	me	embership may sign and deliver to the <b>District Payroll Faculty Association</b> Office an
151		propriate written authorization requesting deduction of unified Chapter/CTA/NEA
152	du	es. Such authorization shall continue in effect from year to year unless revoked in

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153 154	writing between July 1 and Sept	tember 1 of any year. Pursuant to such authorization, the
154		f such dues from the regular salary check of the faculty nths beginning with the first regular salary check of the
156	academic year.	This beginning with the first regular salary check of the
157	adadonno yoan.	
158	II. Faculty members who sign such	an authorization after the commencement of the
159		dues prorated for the remainder of that academic year.
160	A CONTRACTOR OF A CONTRACT OF A CONTRACT OF	
161	III. With respect to all sums deducted	ed by the District pursuant to authorization by the
162	employee, the District agrees to	remit monthly, within fifteen (15) days following the date
163		ay warrant, such monies to the Association's designee
164		I list of faculty members for whom such deductions have
165	been made.	
166		
167		sh any information needed by the District to fulfill the
168 169	provisions of this Article.	
109	V. Upon receiving appropriate <b>noti</b>	ce of written authorization from the faculty member or
171		rom the Association, the District shall deduct
172	appropriate amounts from the sa	alary of the faculty member and make appropriate
173	remittance to annuities, credit un	nion accounts, savings bonds, or any other plans or
174	programs approved by the Asso	
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176	South Orange County Community	South Orange County Community College
177	College District	District Faculty Association, CTA/NEA
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184	11/16/18	111618
185	Date	Date Date
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#### AMENDED TENTATIVE AGREEMENT BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION, CTA/NEA January 9, 2019

This Tentative Agreement is entered into between the South Orange County Community College
District and the South Orange County Community College District Faculty Association, CTA/NEA
(hereinafter referred to as the "Association") and is expressly made pursuant to the Education
Employment Relations Act and the Collective Bargaining Agreement between the parties.

The following agreement is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

### ARTICLE XIV ASSIGNMENT, CONTRACT YEAR, HOURS OF SERVICE, AND PROFESSIONAL DUTIES

20 I. Right of Assignment

- A. The Dean has the right to assign and/or approve each full-time faculty member's workload.
- B. The Dean has the right to assign and approve each part-time faculty member's workload and particular assignment(s).

[Agreement is contingent upon parties agreeing to definitions on "load" as referring to LHE assignments and "workload" as referring to all assignments.]

C. The Dean and faculty member will mutually agree to office hours and committee/college service hours. Office hours will be published for students. Office hours may be held on-line as mutually agreed upon between the dean and the faculty member. If mutual agreement is not reached, the appropriate Vice President and the President of the Association or designee shall meet with the faculty member and the dean to reach mutual agreement.

D. <u>The Dean will give first consideration to full-time faculty members for</u> additional assignments such as overload, summer session, special projects.

42 II. Contract Year

A contract year for full-time faculty members shall be 178 days divided into the traditional fall
 and spring semesters as published in the Academic Calendar.

- 47 III. Hours of Service
  - Full-time faculty members are expected to work <u>no less thanan average of</u> thirty-six (36) hours per week for <u>their a</u> 30 LHE yearly assignment. A typical semester workload shall be comprised of:
    - 1. Classroom Assignment:

54		
55		a. Fifteen (15) hours per week of classroom or equivalent instruction.
56		b. Fifteen (15) hours per week for grading, record keeping, student
57		advising, appointments, classroom preparation, and other
58		professional duties as assigned.
59		c. Five (5) office hours per week during each week of the semester,
60		including finals' week.
61		d. <u>An average of Qone</u> (1) hour per week of <u>committee and/or</u>
62		college service.
63		
64		2. Non-classroom Assignment:
65		
66		a. Thirty (30) hours per week, including finals week, of direct student
67		contact, outreach, and program specific assignments.
68		b. Five (5) office hours per week.
69		c. An average of Oone (1) hour per week of committee and/or
70		college service.
71		
72	B. Part-ti	me faculty members are expected to <b>fulfill the following:</b>
73		
74	1.	Classroom Assignment:
75		a. Provide one hour per week for each LHE of assigned classroom
76		or equivalent instruction.
77		b. Provide one hour per week for each LHE of assigned classroom
78		or equivalent instruction for grading, record keeping, and
79		classroom preparation.
80		c. Conduct <u>an average of</u> twenty (20) minutes of student
81		consultation and appointments per week, including finals' week,
82		for each assigned LHE of classroom or equivalent instruction.
83		Such advisement may take place either in person, or through
84		telephone or on-line (e.g., the approved District LMS
85		Blackboard or e-mail) consultation.
86		그는 그는 것은 방법을 하는 것 같은 것이 같이 있는 것 같아요. 나는 것 같아요. 나는 것 같아요.
87	2.	Non-classroom Assignment:
88		
89		a. Provide one hour per week, including finals week, of direct student contact,
90		outreach, and program specific assignments, for each LHE of assigned
91		advisement.
92		
93 IV.	Protessional DL	uties within the Hours of Service
94 97		
95 06	A. Each t	faculty member shall:
96 07		
97 00	1.	Comply with their individual workload assignments.
98	_	Deutisiante in OLO service de la companya de
99	2.	Participate in <u>SLO assessment</u> , program review, college accreditation
100		processes, and curriculum and program development, updates, and
101		technical/program reviews, as appropriate.
102		Demond to and evelopte student and the state of the state
103	3.	Respond to and evaluate student work, and report final grades to
104		Admissions, Records, and Enrollment Services by an announced deadline
105		each semester.
106		

		EXHIBIT E Page 3 of 3
107	4.	Respond to student academic concerns.
108		
109	5.	Report all personal absences to the Dean and as required by District
110		policy.
111		
112	6.	Complete training once every two years in Title IX (20 U.S. Code §1681 et
113		seg.) / unlawful discrimination prevention, and any other training
114		determined to be mandatory by agreement between the District and the
115		Faculty Association, or by law. Part-time faculty members will receive
116		compensation for training according to the appropriate stipend rate if
117		required to attend.
118	_	
119	7.	First-year probationary faculty members will attend college and District
120		orientation meetings during the fall semester professional development week.
121		그는 바람이 집에 다양 가슴을 가지 않는 것을 가지 않는 것이 없는 것이 같이 없다.
122	8.	Full-time faculty members shall attend commencement, or appropriate
123		graduation ceremony, unless participating in a different coincidental District
124		duty (e.g., a coach attending an athletic competition which coincides with the
125		commencement ceremony). Full-time faculty who fail to attend
126		commencement shall report their absence per District policy and will
127		have one-half (1/2) day of appropriate leave deducted.
128 129	0	
129	9.	Full-time faculty members shall complete their professional development
130		obligations, calculated for full-time faculty members at 4.2 hours per
131		professional development day as designated in the Academic Calendar.
132	B Full- a	nd part-time faculty members are encouraged to attend and participate in:
134		District-wide Opening Sessions convened by the Chancellor.
135		District wide opening dessions converied by the orialicent.
136	2.	Opening sessions convened by the College President.
137		
138	3.	Regularly scheduled departmental, division, school meetings convened by
139		the Dean.
140		
141	4.	Professional development activities offered throughout the Professional
142		Development calendar.
143		$\cap$ $\cap$
144		ounty Community South Orange County Community College
145	<b>College District</b>	District Faculty Association, CTA/NEA
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149	For SOCCCD	For SOCCODFA
150	Dr. Cindy Vyskoci	
151	vice Chancellor, I	luman Resources Chief Negotiator
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153 154	Ialia	1919
154 155	Date	
133		Date

#### TENTATIVE AGREEMENT BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION, CTA/NEA

#### December 7, 2018

This Tentative Agreement is entered into between the South Orange County Community College
 District and the South Orange County Community College District Faculty Association, CTA/NEA
 (hereinafter referred to as the "Association") and is expressly made pursuant to the Education
 Employment Relations Act and the Collective Bargaining Agreement between the parties.

15 The following agreement is intended to apply only to the Article set forth below. All other 16 provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except 17 as set forth below or as otherwise mutually agreed:

#### ARTICLE XVII EVALUATIONS Probationary, Tenured and Part-Time

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The primary purpose of the evaluation of faculty is the continued improvement of instruction and instructional support services.

27 I. Probationary Faculty Evaluations

The four-year probationary period is intended to provide sufficient time for the new faculty member to understand the expectations of a tenured faculty member, to develop the skills and acquire the experience to participate successfully in the educational process, and to use appropriate resources for professional growth and development. Faculty recommended for tenure, therefore, must reflect this standard of excellence in their performance of faculty duties and interaction with students and colleagues.

A. Probationary Period

A probationary faculty member must be evaluated at least once in each academic year of service. (Educ. Code §87663(a).) The probationary period is ordinarily a four-year process (as described in California Education Code sections 87600 - 87612):

1. Step One – Initial Hiring: First Contract (one year)

A probationary faculty member (or contract employee) is hired initially on a one-year contract (§87605). In order to receive a year's credit toward attainment of tenure the faculty member must work at least 75% of the number of days in the regular academic year (§87468). This means that the faculty member must work both the fall and spring semesters (§87601). If a faculty member is hired in the spring semester, the first year will not be complete until the faculty member teaches a complete 52 53

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101 102 academic year, usually during the academic year following the semester of hire.

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Step Two – Second Contract (one year)

If <u>the Board approves</u> the probationary faculty member <u>to return for the</u> <u>following year</u> is not notified of the Board's decision not to issue a <u>contract for the following academic year</u> on or before March 15th of his or her first year, he or she is issued a second one-year contract (§§87608<u>and 87610(a)</u>).

3. Step Three – Third Contract (two years)

If <u>the Board approves</u> the probationary faculty member <u>to return for the</u> <u>fellowing year</u> is not notified of the Board's decision not to issue a <u>contract for the following academic year</u> on or before March 15th of the second year, he or she is issued a <u>third</u>, two-year contract (<u>§§</u> 87608.5 <u>and 87610(a)</u>).

4. Step Four – Granting Tenure

If the probationary faculty member is not notified on or before March 15th of the fourth year that the Board has decided not to employ (i.e., to dismiss) the faculty member as a permanent, tenured employee for all subsequent years, the faculty member will return in the fall of the subsequent academic year as a permanent, tenured employee (§87609 and 87610).

**B.** Tenure Review Committee (TRC)

A Tenure Review Committee (TRC) will follow the candidate(s) through the <u>feur</u> <u>entire</u> probationary<u>vears period</u>. Members of this committee have an obligation to commit to the time frame, uphold the confidentiality of the tenure review process, uphold the principles of equal employment opportunities, promote and respect diversity, review appropriate documents, and conduct fair and unbiased evaluation for the purpose of reaching a tenure decision.

In instances where a department/division/school has multiple probationary faculty in the tenure review process at the same time, so that it would be difficult to compose multiple tenure review committees, the Dean and affected Department Chair(s) may elect to combine committees. In such instances, the combined TRC will contain at least one member who can reasonably be expected to have sufficient disciplinary expertise to evaluate each probationary faculty member assigned to that committee for evaluation.

Appointment to a TRC will count toward fulfillment of a faculty member's college service obligation, and may be eligible for staff development credit as appropriate.

The TRC will be <del>appointed by the Dean and will be c</del>omprised of <u>no fewer</u> <u>than four<del>three</del></u> persons:

103							
104		1.	The <b><u>Dd</u>ean<u>, who is a voting member,</u> is responsible for overseeing the</b>				
105			evaluation process, collecting all evaluation materials, and submitting the				
106			annual Faculty Performance Evaluation report as prepared by the TRC,				
107			including a recommendation regarding the continued employment of the				
108			including a recommendation regarding the continued employment of the probationary faculty member.				
109			probationary racuity member.				
110							
111		2.	The Dean and nNo fower than two (2) tonured foculty members from the				
112		۷.	The Dean and nN o fewer than two (2) tenured faculty members from the				
113			Department and/or Division/School, or related department and/or				
114			Division/School, who will serve as voting members. The appointment				
115			of these faculty members will follow consultation and consensus				
115			between the Dean and the department chair(s).				
		•	In a latter at the second of the second s				
117		3.	In addition, the probationary faculty member, in consultation with the				
118			department chair, will be responsible for selecting appoint a full-time				
119			faculty member of the school/division to serve as a faculty mentor.				
120			who The mentor will be a non-voting member of the TRC, and will serve				
121			as an advisor and advocate for the probationary faculty member.				
122			Probationary faculty members may replace their faculty mentor at				
123			their discretion.				
124							
125		<u>4.</u>	If a voting faculty member of the TRC becomes unavailable or				
126			unable to continue, the Ddean shall appoint a replacement faculty				
127			member in consultation and consensus with the department				
128			<u>chair(s).</u>				
129							
130	С.	Proba	tionary Faculty Evaluation Components				
131			그는 사람이 많은 것이 같아요. 것이 같아요. 그는 것이 아이지 않는 것이 같아요. 것이 같아요. 것이 같아요.				
132		1.	Self-evaluation				
133							
134			a. It is essential that each probationary faculty member take full				
135			responsibility for the appropriate portions of his/her tenure review				
136			process.				
137							
138			b. The probationary faculty member will submit to the TRC a portfolio				
139			including a report of college, District or committee service;				
140			accomplishments (such as publications, exhibitions or				
141			performances) awards and achievements; appropriate class				
142			materials such as sample syllabi and assignments; goals and				
143			objectives for the next evaluation cycle; mentoring opportunities;				
144			and other pertinent documents.				
145							
146		2.	Instructional activity observations				
147							
148			aThe TRC will conduct scheduled classroom/worksite/electronic				
149			visitation(s) as needed and submit written comments to the Dean.				
150							
151			ai. The faculty member and the TRC will mutually agree on the				
152			course(s) or equivalent in which the scheduled evaluation(s) will				

153 154 155			take place, so that the faculty member may be observed under optimum conditions displaying with his/her abilities.			
156 157 158 159 160		<u>bii</u> .	at leas faculty	evaluation shall include at least one (1) observation, lasting at fifty (50) minutes. For on-line classes, the probationary or member will present the course to the member(s) of the luring an observation lasting at least fifty (50) minutes.		
161 162	3.	Stude	nt Evalu	lation		
163 164 165		a.	Dean's spring	nt evaluations will be arranged through the appropriate s office, and be conducted in each class during the fall and semesters, or for those faculty members who engage in		
166 167 168 169 170 171			a class determ the sta	ction outside of the traditional classroom, in the equivalent of s, during the probationary period. The objective will be to hine the student response to areas such as the fulfillment of ated and distributed course objectives, effective unication, and respect for students' rights and needs.		
172 173 174 175		b.	probat	student evaluations will be made available for the ionary faculty member and the non-voting mentor TRC er to review, and will be shared with the TRC.		
176 177 178 179 180 181		C.	the pro- or non member	tudent evaluations <u>will be available to the District during</u> obationary process (i.e., through the granting of tenure <u>n-renewal)</u> , but are the property of the probationary faculty er, and will be returned to the probationary faculty member end of the <u>semesterprobationary process</u> .		
182 183	4.	Report	t prepar	ation		
184 185 186 187		a.	The TF includii upon:	RC will complete a Faculty Performance Evaluation report, ng a recommendation of continued employment, based		
188 189			i.	the materials from the probationary faculty portfolio;		
190 191			ii.	results of observations;		
192 193 194 195			iii.	items relevant to the instructional duties assigned to the probationary faculty member, including adherence to Board Policy and college processes and deadlines;		
196 197 198 199			iv.	a review of activities which are outside of the instructional duties, including those defined within Board Policy and the appropriate job posting;		
200 201 202 203			v.	information regarding participation in curriculum development and review, and in development and assessment of student learning outcomes. Any information included in the probationary faculty member's evaluation		

204 205			regarding participation in curriculum or student learning
206			outcome processes must be verified and documented.
207 208 209		b.	Faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.
210 211 212 213 214 215 216		С.	Evaluations are to be based on the materials described in this Article. Hearsay statements, rumors or information from anonymous sources shall be excluded from written evaluations. The TRC may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which investigation have been delivered to the faculty member under evaluation prior
217			to the inclusion of this information in the evaluation report.
218 219 220	5.	Follow	up procedures
220 221 222 223		a.	If the faculty member <u>'s</u> performance receives an overall rating requiring improvement below "Meets Standards," the TRC will
223 224 225			develop a performance improvement plan, including follow-up activities, dates of completion, and measurable outcomes to address those performance issues requiring correction. <b>A</b>
226 227			performance improvement plan may be developed by the TRC for a rating below "Meets Standards" in any individual
228 229 230			category. A performance improvement plan shall not be required for probationary faculty members who have been potified that they will not be recommended for further
231 232			notified that they will not be recommended for further employment with the District.
233 234		b.	The TRC will meet with the probationary faculty member to discuss the summary report.
235 236 237		с.	On behalf of the TRC, the Dean will forward recommendation(s), with appropriate supporting documentation, to the <b>appropriate</b>
238 239			Vice President and President.
240 241 242		d.	An additional evaluation may be scheduled during the spring semester if desired by the TRC.
243 244	6.	Admini	stration Review
245 246			The <b>appropriate</b> Vice President will:
247 248 240			i. review recommendation(s),
249 250 251 252			<ul> <li>forward recommendation(s), including his/her recommendations based upon his/her direct observation, to the President.</li> </ul>
253 254		b.	The President will:

255 256			i.	review recommendation(s),
256 257				
257			ii.	forward recommendation(s), including his/her
258				recommendations based upon his/her direct observation,
				to the Chancellor.
260 261		с.	The (	Chancellor will:
262		0.	THO C	
263			i.	review recommendation(s),
264				
265			ii.	forward recommendation(s), including his/her
266				recommendations, to the Board of Trustees.
267				
268	D.	Evaluation T	imelines	
269				
270		The <u>Vice Pre</u>	esident	<b>er Dd</b> ean will initiate the course of action to establish the
271		tenure reviev	v proces	ss for each newly hired faculty member. Except for
272				recommendation from the TRC by December 15 as
273		described in	n subse	ction (h) below, the evaluation timelines in this article
274		are recomm	ended	guidelines only.
275				
276		1. First <u>-</u>	Acaden	<del>hicContract</del> Year
277				
278		а.	For t	nose faculty members whose first contract is issued in
279				pring semester, the faculty member's initial spring
280			seme	ster and the following academic year will be considered
281				first contract year.
282		<u>b</u> .	The T	RC meets with the new faculty member (and throughout the
283				ear process as appropriate).
284		<u>cə</u> .	TRC	membership is reported by the Dean to the appropriate vice
285			presic	lent for each new faculty member by September 15th.
286		<u>de</u> .	The T	RC meets with the faculty to discuss the process, format,
287				tives, timelines and expectations.
288		<u>ed</u> .	The p	robationary faculty portfolio shall be submitted to the TRC by
289				mber 1 <u>st</u> .
290		<u>fe</u> .		rvations are completed and returned to the Dean by
291				nber 15 <u>th</u> .
292		<u>gf</u> .	Post-	visit discussions to be held with the faculty member prior to
293			and the second s	mber 1.
294		<u>hq</u> .	Stude	nt evaluations are to be conducted prior to December 1.
295		<u>ih</u> .		RC reaches its recommendation and completes a written
296				by December 15 <del>th</del> .
297		<u>li</u> .	The re	ecommendation of renewal or non-renewal is submitted by
298				ean to the appropriate Vice President and the President
299				er than December 20 <u><b>th</b></u> .
300		<u>ki</u> .	Letter	of non-renewal or one (1) year renewal will be sent no later
301				March 15th. If the probationary faculty member is not
302			notifi	ed of the Board's decision not to issue a contract for the
303				ing academic year on or before March 15 of his or her
304				ontract year, he or she will be issued a second one-year
305			contra	<u>act.</u>

306				
307			lk.	A new faculty member whose initial hire date begins with the
308			<u></u> .	spring semester will be evaluated during the initial spring
309				semester and again during the fall semester of the
310				subsequent academic year.
311				ouboducint doudchilo ycar.
312		2.	Secor	nd AcademicContract Year
313			00001	A Addemicoontract
314			a.	<del>Follow c, d, e, f, g and h of the first year.</del> Follow the same
315			ч.	timeline as the first contract year.
316				timenne as the first contract year.
317			b.	Second competer: a letter of nen renewal or two (0) warra renewal
318			Ы.	Second semester: a letter of non-renewal or two (2) years renewal
319				will be sent no later than March 15th. If the probationary faculty
320				member is not notified of the Board's decision not to issue a
321				contract for the following academic year on or before March
322				15 of his or her second contract year, he or she will be issued
323				a third, two-year contract.
323		2	Third	Acadamic Ocutus at Manual
		3.	i nira :	AcademicContract Year
325				
326			<del>a.</del>	Follow c, d, e, f, g and h of the first year. Follow of the same
327			timeii	ne as the first contract year.
328			Escut	
329		4.	Fourtr	AcademicContract Year
330				
331			a.	Follow c, d, e, f, g and h of the first year. Follow the same
332				timeline as the first contract year.
333				
334			b.	Documentation of all employment conditions such as, completion
335				of degree along with all the appropriate materials to the Director of
336				Human Resources no later than February 1 <u>st</u> .
337				
338			C.	Second semester: a letter of tenure or non-renewal sent no later
339				than March 15th. If no notice is received on or before March 15
340				of the fourth year, the faculty member will return in the fall of
341				the subsequent academic year as a regular tenured
342				employee.
343				
344	<u>E. Viola</u>	tions o	f the Ev	aluation Process.
345				
346	Alleg	ations	that the	District has not complied with the evaluation procedures shall
347	be pr	ocesse	d throu	gh the grievance procedure in this Agreement. While
348	<u>viola</u>	tions of	these e	evaluation procedures may be subject to the grievance
349	proc	edure, a	non-su	ubstantive error in the evaluation shall not be grievable. The
350	parti	es reco	<u>gnize th</u>	at there are many deadlines and procedural requirements in
351	the p	rocess	and that	t peers are involved. While the parties expect the process to
352	<u>be fo</u>	llowed	as writt	en, they recognize that a non-substantive procedural error
353	<u>could</u>	d occur	but ma	y not require a change in the result. A "substantive error,"
354	desc	ribed as	s one w	hich, if not made, could have changed the result.
355				
356	II. Tenu	red Fac	ulty Eval	uation

357 358 The tenured faculty evaluation process is designed to improve the teaching/ learning 359 process and delivery of student services, to provide a basis for professional growth and 360 development, and to comply with California State Community College laws and 361 regulations. 362 363 Α. **Tenured Faculty Evaluation Process** 364 365 1. Self-evaluation 366 367 The faculty member will submit to the Dean a portfolio including a a. 368 report of college, District or committee service; accomplishments (such as 369 publications, shows or performances) awards and achievements; 370 appropriate class materials such as sample syllabi and assignments; and 371 other pertinent documents. 372 373 2. Instructional activity observation 374 375 a. The appropriate Dean, or designee will make scheduled 376 classroom/worksite/electronic visits as described below: 377 378 The faculty member and Dean or designee will mutually agree on ai. 379 the course(s) or equivalent in which the scheduled evaluation(s) 380 will take place, so that the faculty member may be observed under 381 optimum conditions displaying his/her abilities. 382 383 Each evaluation shall include at least one (1) observation, lasting bii. 384 at least fifty (50) minutes. For on-line classes, the faculty member 385 will present the course to the evaluator during an observation 386 lasting at least fifty (50) minutes. 387 388 3. Student Evaluation 389 390 a. Student evaluations will be arranged through the appropriate 391 Dean's office, and be conducted in each class during the fall and 392 spring semesters, or for those faculty members who engage in 393 instruction outside of the traditional classroom, in the equivalent of 394 a class, during the academic year in which the evaluation is 395 conducted. 396 397 b. These student evaluations will be made available for the faculty 398 member and one tenured faculty member serving as a peer 399 reviewer from the department or division/school, or from a 400 related department or division/school selected by the 401 evaluatee. The selected faculty member shall review the student evaluations and sign a verification indicating that 402 403 they have reviewed and discussed the student evaluations 404 with the member being evaluated. The signed verification 405 shall be submitted by the evaluatee as part of the faculty 406 portfolio. 407

408 409 410 411 412 413 414		C.	The student evaluations are the property of the faculty member, and will be returned to the faculty member at the end of the semester, and the information contained therein will not be retained by the college or the district, used by the administration in the completion of the formal evaluation, or included in the faculty member's personnel file.
415	4.	Repor	rt preparation
416 417 418 419 420		a.	The Dean will complete a Faculty Performance Evaluation report, including a recommendation of continued employment, based upon:
421			i. the materials from the faculty portfolio;
422 423			ii. results of observations;
424 425 426 427 428			iii. items relevant to the instructional duties assigned to the faculty member, including adherence to Board Policy and college processes and deadlines;
429 430 431			iv. a review of activities which are outside of the instructional duties, including those defined within Board Policy;
432 433 434 435 436			v. information regarding participation in curriculum development and review, and in development and assessment of student learning outcomes. Any information included in the faculty member's evaluation regarding participation in curriculum or student learning outcome
437 438			processes must be verified and documented.
439 440		b.	Faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.
441 442 443 444 445 446 447 448 449 450		C.	Evaluations are to be based on the materials described in this Article. Hearsay statements, rumors or information from anonymous sources shall be excluded from written evaluations. The Dean may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which investigation have been delivered to the faculty member under evaluation prior to the inclusion of this information in the evaluation report.
451 452 453 454 455 456 457 458	5.	tenure intende	Ity member may also elect to have a second evaluation by a d faculty member of his/her choice. This second evaluation is ed for improvement of faculty members and it may become a part personnel file only at the request of the faculty member being ited.

459 460		В.	Follov	v-up Procedures
461			1.	If a tenured faculty member receives an overall rating requiring
462				improvementbelow "Meets Standards," the Dean will develop a
463				Performance Improvement Plan including follow-up activities with dates of
464				completion, and measurable outcomes to address those performance
465				issues which need improvement. <u>A performance improvement plan</u>
466				may be developed by the Dean for a rating below "Meets Standards"
467				in any individual category.
468				in any maintain category.
469			2.	The faculty member receiving an overall rating requiring
470			£	improvementbelow "Meets Standards" will be evaluated again within
471				twelve (12) months.
472				
473			З.	In the subsequent evaluation, if the faculty member does not receive an
474			0.	overall rating of " <u>SatisfactoryMeets Standards</u> " or better, the faculty
475				member will not be aligible for any everland assignments until such time
476				member will not be eligible for any overload assignments until such time
477				as future evaluation results in an overall "SatisfactoryMeets Standards" or better.
478				of beller.
479		C.	Evalue	ation Timelines
480		υ.	Lvalue	
481			1.	The Vice President or Doon will initiate the tenured feasily eveloption
482			1.	The <u>Vice President or Dd</u> ean will initiate the tenured faculty evaluation process every three (3) years.
483				process every linee (3) years.
484			2.	The evaluation process must be completed within one user of the initial
485			۷.	The evaluation process must be completed within one year of its initiation, or the process must begin anew.
486				or the process must begin anew.
487	П	Violat	ions of	the Evaluation Process.
488	<u>D.</u>	Violat		the LValdation Frocess.
489			ations t	hat the District has not complied with the evaluation procedures shall
490		he nr		d through the grievance procedure in this Agreement. While
491		violat	ions of	these evaluation procedures may be subject to the grievance
492		proce	dure a	non-substantive error in the evaluation shall not be grievable. The
493		nartie	s recor	nize that there are many deadlines and procedural requirements in
494				and that peers are involved. While the parties expect the process to
495		be fol	lowed a	as written, they recognize that a non-substantive procedural error
496		could	occur	but may not require a change in the result. A "substantive error,"
497		descr	ibed as	one which, if not made, could have changed the result.
498		<u>uccor</u>		one which, it not made, could have changed the result.
499	Ш.	Part-T	ime Fac	culty Evaluations
500		i dit i	into i ut	
501		The na	art-time	faculty evaluation process is designed to improve the teaching/ learning
502		nroces	ss and c	delivery of student services, and to provide the part-time faculty member a
503		hasis	for profe	essional growth and development.
504		Babio	ioi proie	boonar growth and development.
505		Α.	Part-ti	me Faculty Evaluation Process
506				
507			1.	Self-evaluation
508				

**a.**\_\_\_\_The faculty member will submit to the Dean a portfolio including a report of college, District or committee service; accomplishments (such as publications, shows or performances) awards and achievements; appropriate class materials such as sample syllabi and assignments; and other pertinent documents.

2. Instructional activity observation

**a.**\_\_\_\_\_The appropriate Dean or designee will make scheduled classroom/worksite/electronic visits as described below:

- <u>ai</u>. The part-time faculty member and Dean or designee will mutually agree on the course(s) or equivalent in which the scheduled evaluation(s) will take place, so that the faculty member may be observed under optimum conditions displaying his/her abilities.
- **<u>bii</u>**. Each evaluation shall include at least one (1) observation, lasting at least fifty (50) minutes. For on-line classes, the faculty member will present the course to the evaluator during an observation lasting at least fifty (50) minutes.

#### 3. Student Evaluation

- a. Each part-time faculty member shall have student evaluations conducted by the appropriate Dean's office in at least one course during the first semester of his/her first assignment at that college. Subsequent student evaluations shall take place every semester in which a formal evaluation is performed.
- b. These student evaluations will be made available for the part-time faculty member <u>and one tenured faculty member serving as a</u> <u>peer reviewer from the Deandepartment and or</u> <u>division/school, or from a related department or</u> <u>division/school selected by the evaluatee. The selected</u> <u>faculty member shall review the student evaluations and sign</u> <u>a verification indicating that they have reviewed and</u> <u>discussed the student evaluations with the member being</u> <u>evaluated. The signed verification shall be submitted by the</u> <u>evaluatee as part of the faculty portfolio.</u>

c. The student evaluations are the property of the part-time faculty member, and will be returned to the faculty member at the end of the semester, and the information contained therein will not be retained by the college or the district, and will not be used by the administration in the completion of the formal evaluation, or included in the faculty member's personnel file.

4. Report preparation

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a. The Dean will complete a Faculty Performance Evaluation report, including a recommendation of continued employment, based upon:

- i. the materials from the faculty portfolio;
- ii. results of observations;
- iii. items relevant to the instructional duties assigned to the part-time faculty member, including adherence to Board Policy and college processes and deadlines;
- iv. a review of activities which are outside of the instructional duties, including those defined within Board Policy;
- v. information regarding participation in assessment of student learning outcomes. Any information included in the part-time faculty member's evaluation regarding participation in student learning outcome processes must be verified and documented.
- b. Part-time faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.
- c. Evaluations are to be based on the materials described in this Article. Hearsay statements, rumors or information from anonymous sources shall be excluded from written evaluations. The evaluator may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which investigation have been delivered to the faculty member under evaluation prior to the inclusion of this information in the evaluation report.
- d. The evaluation of the part-time faculty member may be completed by a full-time faculty member as the designee of the Vice President or the Dean, under the following circumstances:
  - i. The full-time faculty member is tenured,
  - ii. The full-time faculty member is in good standing with an evaluation of "<u>SatisfactoryMeets Standards</u>" or better on his or her most recent evaluation,
  - iii. The full-time faculty member is approved by the appropriate Dean,
  - iv. Department chairs will have the first right of refusal for all evaluations of part-time faculty members in their areas,

608			۷.	In the event that an evaluation results in the
609				determination that the evaluated part-time faculty
610				member receiving an overall rating below "Meets
611				Standards"requires improvement, the evaluation
612				process will revert to the Dean, who will complete the
613				evaluation.
614				
615	В.	For t	hose part-time	faculty members with priority rehire eligibility as
616		desc	ribed in Article	XV, evaluation procedures in relation to continued
617				bility status will be as described in Article XV.
618			ity ronno ongin	sinty status will be as described in Article XV.
619	<u>C</u> .	Eval	uation Timelines	
620	⊻.	Lvan		그 것 같아요. 그는 것 같아요. 그는 것 같은 것 같아요. 그는 것 같아.
			<b>F</b>	
621		1.		e faculty member shall be evaluated during the first
622			semester of h	nis/her first assignment at that college.
623				
624		2.	Subsequent r	eviews will be every sixth semester during which an
625			instructional a	assignment is held, and no fewer than one in every four
626			vears. Out-of	-sequence evaluations may also occur as needed if
627				the Vice Chancellor of Human Resources in
628				with the Association.
629			oonsultation	with the Association.
		(End	of Autola 471	
630		Icha	of Article 17]	
631				

Faculty Name:							
Position:							
Date of Evaluation:	Department:						
Evaluation Period: From:	To: Example: mm/dd/yyyy						
<ul> <li>Using the scale provide</li> <li>period on each item.</li> <li>The evaluator shall not</li> </ul>	ed, rate the performance of the faculty member over the evaluation base his/her evaluation of a faculty member on any information that was						
<ul> <li>period on each item.</li> <li>The evaluator shall not not collected through t written evaluations (Ac</li> <li>Any rating of 1 or 2 mu must be recorded in th</li> </ul>	base his/her evaluation of a faculty member on any information that was the evaluation procedures. Hearsay statements shall be excluded from cademic Employees Master Agreement, Article XVII, Item 2.a.v). Ist be explained; and documentation of items requiring direct observation e appropriate section below.						
<ul> <li>Using the scale provide period on each item.</li> <li>The evaluator shall not not collected through t written evaluations (Ac Any rating of 1 or 2 mu must be recorded in th</li> </ul>	base his/her evaluation of a faculty member on any information that was the evaluation procedures. Hearsay statements shall be excluded from cademic Employees Master Agreement, Article XVII, Item 2.a.v). Ist be explained; and documentation of items requiring direct observation						
Using the scale provide period on each item. The evaluator shall not not collected through t written evaluations (Ac Any rating of 1 or 2 mu must be recorded in th Any individual item rate appropriate section. For full-time faculty, an	base his/her evaluation of a faculty member on any information that was the evaluation procedures. Hearsay statements shall be excluded from cademic Employees Master Agreement, Article XVII, Item 2.a.v). Ist be explained; and documentation of items requiring direct observation e appropriate section below.						

	is especially noteworthy or markedly apparent.
4 – Exceeds Standards	This rating implies that the individual's performance meets and exceeds the standards for the given criteria. The individual is effective and productive.
3 – Meets Standards	This rating implies that the individual's performance meets the standard. The individual is effective and productive.
2 – Partially Meets Standards	This rating implies that the individual's performance partially meets the standards for the given criteria. There are areas of deficiency or ineffectiveness; it is expected that with increased attention to those areas, the individual's performance will subsequently meet the standards.
1 – Unsatisfactory	This rating implies that the individual's performance has completely failed to meet the standards for the given criteria. A significant deficiency or lack of effectiveness is observed.

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ALL FACULTY MEMBERS	Exemplary	Exceeds Standards	Meets Standards	Part. Meets Standards	Unsatisfact.	N/N
	5	4	3	2	1	
<b>PROFESSIONAL GROWTH AND DEVELOPMENT</b>						
<ul> <li>Fulfills Professional Development obligation as described in the N Agreement and reports its completion.</li> </ul>	Naster O	0	0	0	0	C
Evaluator Comments / Improvement Plan						
Faculty Comments						
EFFECTIVENESS     Demonstrates current knowledge of discipline and necessary skil	5	4	3	2	1	N / A
<ul> <li>Demonstrates current knowledge of discipline and necessary skil.</li> <li>Consults with department chair and/or dean on matters pertaining departmental issues and concerns.</li> <li>Expresses ideas clearly and accurately, both verbally and in writing</li> <li>Demonstrates use of current technology to improve quality of work</li> </ul>	ng to	0	0	0	0	C
Evaluator Comments / Improvement Plan		1	1			
Faculty Comments						
ADHERENCE TO DISTRICT POLICIES/MASTER AGREEMENT Full- and part-time faculty	5	4	3	2	1	N / A
<ul> <li>Follows the regulations, policies, and procedures of the college and as published.</li> <li>Reports assessment data on student learning outcomes, administration unit outcomes, and/or student services outcomes.</li> <li>Completes all program/college/district reporting deadlines on time</li> <li>Completes and submits required documents in a timely manner.</li> <li>Follows district and college policies and procedures when applying accepting grants and other instructional resources.</li> <li>Teaches classes during the scheduled time and at the assigned loco Meets workload obligations.</li> </ul>	ative 2. O for and	0	0	0	0	0

# EXHIBIT F Page 16 of 26

	Full-time faculty only				T	T	
Maintain	tes in curriculum development and program review. s regular office hours as required, and provides a copy of that to the division/school dean each semester.						
Evaluator Comments / Improvement Plan							
Faculty Comments							
• Fosters	STUDENT RELATIONS AND SERVICE professional relationships with students and encourages open	5	4	3	2	1	N / A
<ul> <li>Posters projessional relationships with students and encourages open faculty/student interaction.</li> <li>Maintains a professional atmosphere that is conducive to learning.</li> <li>Considers the academic and individual needs of each student, and when necessary, refers the student for additional assistance from other college services.</li> <li>Responds to student communications when appropriate.</li> <li>Demonstrates awareness of and sensitivity to cultural, ethnic, gender, and other individual differences in interactions with students.</li> </ul>				0	0	0	c
Evaluator Comments / Improvement Plan							
Faculty Comments							
	AFF, AND ADMINISTRATION/MANAGEMENT RELATIONS	5	4	3	2	1	N / A
<ul><li>Respond</li><li>Demons</li></ul>	<ul> <li>Develops positive professional relationships.</li> <li>Responds to communications when appropriate.</li> <li>Demonstrates teamwork and willingness to support program/college/district initiatives.</li> </ul>				0	0	0
Evaluator Comments / Improvement Plan			I				1

Faculty Comments

#### 661 662

	5	4	3	2	1	N   /
Completes committee contribution through participation in one or more of the following:	-				-	A
<ul> <li>Committee work on the department, division/school, college, and/or district level.</li> <li>Non-classroom college, district, or community activities.</li> <li>Meetings convened by division/school dean, vice president, president, and/or district administrators.</li> <li>Department/division/school functions (e.g., advisory committees, department graduations, concerts and recitals, student outreach activities, and athletic events).</li> <li>Student activities (e.g., club advisement and supervisor of student events).</li> </ul>	0	0	0	0	0	c
aluator	L					

CLASSROOM FACULTY MEMBERS	Exemplary	Exceeds Standards	Meets Standards	Part. Meets Standards	Unsatisfact.	N/A
	5	4	3	2	1	-
CLASS PREPARATION AND IMPLEMENTATION						
<ul> <li>Fulfills requirements of the Course Outline of Record.</li> <li>Selects textbooks, supplementary materials, and/or supplies for assigned courses.</li> <li>Chooses appropriate course materials and assessment techniques for course objectives.</li> <li>Develops and maintains course syllabi for assigned courses consistent with the Course Outline of Record.</li> <li>Informs students of learning outcomes (SLOs), class procedures, and grading policies at the beginning of the semester.</li> <li>Makes available a course syllabus to all students and the division/school dean within the first week of class, including distance education classes, that covers the class requirements, SLOs, grading criteria, and attendance requirements.</li> </ul>	0	0	0	0	0	0

# EXHIBIT F Page 18 of 26

Report	assroom time efficiently. s final grades to Admissions, Records, and Enrollment Services by nounced deadline.			
Evaluator Comments / Improvement Plan				
Faculty Comments				

### 664 665

DISCIPLINE KNOWLEDGE	5	4	3	2	1	N   /
<ul> <li>Demonstrates knowledge of the subject matter through a command of information, an ability to interpret that information, and an ability to answer questions about the course syllabus.</li> <li>Guides student learning consistent with student needs and the course outline of record.</li> </ul>		0	0	0	0	0
Evaluator Comments / Improvement Plan		<b>.</b>		L		
Faculty Comments						

INSTRUCTIONAL DELIVERY	5	4	3	2	1	N /
<ul> <li>Maintains an effective instructional environment in the classroom or its equivalent.</li> <li>Makes use of technology and learning materials that are current, supports the lesson, and enables students to engage with the material.</li> <li>Keeps the class discussion or lab focused.</li> <li>Guides student learning consistent with student needs and the course syllabus.</li> <li>Encourages students to ask questions and participate in class discussions.</li> <li>Speaks clearly and at an appropriate pace.</li> <li>Utilizes appropriate instructional modes of delivery (e.g. lecture, discussion, small group, whiteboard, technology, etc.).</li> <li>Effectively responds to students' questions/concerns.</li> <li>Demonstrates consideration of differing perspectives.</li> <li>Encourages student learning, critical thinking, and academic initiative.</li> </ul>	0	0	0	0	0	0

# EXHIBIT F Page 19 of 26

Evaluator Comments / Improvement Plan	
Faculty Comments	

STUDENT CONTACT AND SERVICE     Establishes and maintains a framework for regular and sustained		4	3	2	1	N / A
<ul> <li>contact with/among students if teaching distance education courses.</li> <li>Keeps students informed of their class progress.</li> <li>Responds to and evaluates student work in a reasonable amount of time.</li> <li>Effectively responds to students' questions/concerns.</li> </ul>	0	0	0	0	0	0
Evaluator Comments / Improvement Plan						
Faculty Comments						

COUNSELORS/LEARNING DISABILITY SPECIALISTS		Exemplary	Exceeds Standards	Meets Standards	Part. Meets Standards	Unsatisfact.	N/A
			4	3	2	1	
<ul> <li>PREPARATION AND IMPLEMENTATION</li> <li>Effectively communicates with other departments and with faculty to provide counseling services that meet the needs of all disciplines.</li> <li>Chooses appropriate materials and techniques for workshops and advisement.</li> </ul>		0	0	0	0	0	0
Evaluator Comments / Improvement Plan							

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		-
Faculty		
Faculty Comments		

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<ul> <li>DISCIPLINE KNOWLEDGE</li> <li>Demonstrates knowledge of college departments, articulation agreements with four-year institutions, and community resources and agencies related to guidance and counseling.</li> <li>Effectively administers and interprets appropriate tests (onsite or online) to support student success.</li> <li>Employs appropriate theories and techniques to facilitate student development.</li> </ul>		5	4	3	2	1	N / A
		0	0	0	0	0	0
Evaluator Comments / Improvement Plan					<u>I</u>		
Faculty Comments							

	COUNSELING DELIVERY	5	4	3	2	1	N /
students Provides major, cl Develops Employs matricula Effective achieving Provides Effective	comprehensive academic, career, and personal counseling to guidance and information to students regarding the selection of oice of job/career path, and creation of academic plans. and coordinates intervention strategies (ex. at risk students). knowledge and skills necessary to counsel students about ation processes, college programs and transfer requirements. y uses technology and databases necessary to assist students in their academic goals. crisis intervention and support as appropriate. y uses student contact time. appropriately to student needs.	0	0	0	0	0	0
Evaluator Comments / mprovement Plan							

# EXHIBIT F Page 21 of 26

	 	 	 	 	_
Faculty					
Comments					

# 676

STUDENT REFERRAL AND FOLLOW-UP	5	4	3	2	1	N   /
<ul> <li>Effectively confers with faculty and staff regarding individual students when appropriate.</li> <li>Refers students to campus support services and community agencies when appropriate.</li> <li>Responds to and advises students on progress in a reasonable timeframe.</li> </ul>		0	0	0	0	0
Evaluator Comments / Improvement Plan						
Faculty Comments						

LIBRARIANS		Exceeds Standards	Meets Standards	Part. Meets Standards	Unsatisfact.	N/N
	5	4	3	2	1	
GENERAL DUTIES AND RESPONSIBILITIES						
<ul> <li>Implements library rules and regulations.</li> <li>Assists in the preparation of reports on library activities and resources.</li> <li>Coordinates with dean regarding directing and overseeing the day-to- day duties of library assistants, technicians, and student aides.</li> <li>Communicates clearly and effectively with colleagues, faculty, students, and other library users.</li> <li>Demonstrates knowledge and competencies in emerging informational technology.</li> <li>Completes assignments and projects in a timely manner.</li> <li>Demonstrates knowledge of the library's collection.</li> </ul>	0	0	0	0	0	c
Evaluator Comments / mprovement Plan						

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Faculty Comments

### 679 680

INQUIRIES AND REFERENCE SERVICES	5	4	3	2	1	N /
<ul> <li>Provides reference service to colleagues, students, faculty, and other library users.</li> <li>Works with students in analyzing and understanding assignments and projects.</li> <li>Advises and assists students in devising and executing a search strategy.</li> <li>Recommends appropriate library resources.</li> <li>Provides instruction in the use of reference materials.</li> <li>Interacts in a courteous and approachable manner with library users.</li> <li>Maintains currency in reference materials.</li> </ul>	0	0	0	0	0	0
Evaluator Comments / Improvement Plan						
Faculty Comments						

681

LEARNING MATERIAL ACQUISITION AND MAINTENANCE	5	4	3	2	1	N /
<ul> <li>Participates in the selection and deselection of learning resources materials within the general guidelines of the collection development policy.</li> <li>Contributes to the processing and maintenance of learning resources.</li> <li>Coordinates selection of library material with discipline experts.</li> <li>Evaluates and recommends systems, equipment and software for all learning resource applications.</li> <li>Utilizes data-driven evaluation of the library's collection and usage.</li> </ul>	0	0	0	0	0	0
Evaluator Comments / Improvement Plan		1		1		
Faculty Comments						

# EXHIBIT F Page 23 of 26

	INSTRUCTIONAL SUPPORT	5	4	3	2	1	N / A
•	Provides instruction, both formal and informal, in the use of library resources and services. Confers with classroom faculty on library orientation activities for their classes. When leading workshops, uses the time effectively and promotes student engagement.	0	0	0	0	0	0
Evaluator Comment Improven Plan							
Faculty Comment							

684 685

COACHES	Exemplary	Exceeds Standards	Meets Standards	Part. Meets Standards	Unsatisfact.	N/A
	5	4	3	2	1	
ATHLETIC SCHEDULE, EVENTS, AND ACTIVITIES						
<ul> <li>Establishes and adheres to a schedule of scrimmages, practices, and competitions; and holds team meetings as needed.</li> <li>Submits in a timely manner schedules for practice and competitive events to the dean/athletic director for approval.</li> <li>Attends and coaches assigned practices and competitions.</li> <li>Creates player development plans.</li> <li>Maintains professional conduct in relation to all attendees and participants during competitive events.</li> <li>Notifies the appropriate offices when an event has been postponed or cancelled.</li> <li>Coordinates transportation, meals, and lodging for the team when necessary.</li> <li>Cooperates with the athletics department in maintaining adequate and accurate records.</li> </ul>	0	0	0	0	0	0
Evaluator Comments / Improvement Plan						

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Faculty Comments	그 같은 것 같은	
Comments		

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ATHLETIC ELIGIBILITY AND RECRUITMENT	5	4	3	2	1	N   /
<ul> <li>Complies with the recruiting guidelines established by college administration and the California Community College Athletic Association (CCCAA).</li> <li>Adheres to the athletic department academic eligibility procedures for student athletes.</li> <li>Develops and implements a comprehensive recruiting plan.</li> </ul>	0	0	0	0	0	 C
Evaluator Comments / Improvement Plan						
Faculty Comments						

<ul> <li>STUDENT ATHLETE SUPPORT AND ACADEMIC SUCCESS</li> <li>Cooperates with athletic counselor(s) and other appropriate staff in support of the academic success of student athletes.</li> <li>Maintains contact with student athletes during the off-season and summer months.</li> </ul>		5	4	3	2	1	N   /
		0	0	0	0	0	
Evaluator Comments / Improvement Plan			I		1		
Faculty Comments							

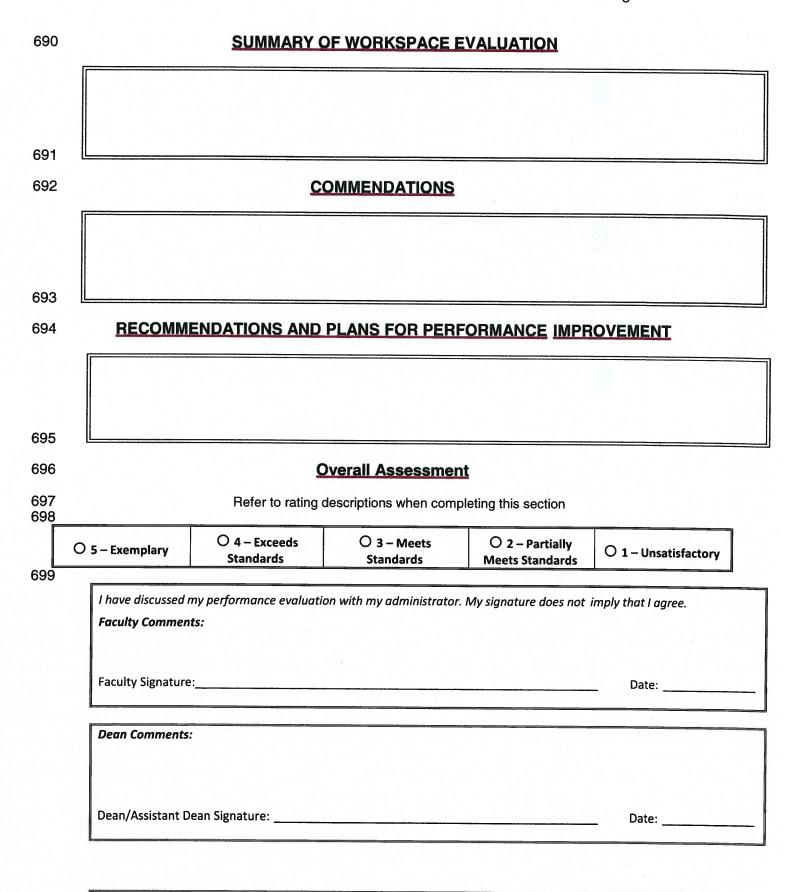


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Vice President Signature:	Date:
President Comments:	
President Signature:	Date:
uth Orange County Community	South Orange County Community College
llege District	South Orange County Community College District Faculty Association, CTA/NEA
r SOCCCD Cindy Vyskoci e Chancellor, Human Resources	For SQCCCDFA Lewis Long Chief Negotiator
	10710
12/7/18	12.7.18 Date

#### TENTATIVE AGREEMENT BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION, CTA/NEA May 11, 2018

8 This Tentative Agreement is entered into between the South Orange County Community College
9 District and the South Orange County Community College District Faculty Association, CTA/NEA
10 (hereinafter referred to as the "Association") and is expressly made pursuant to the Education
11 Employment Relations Act and the Collective Bargaining Agreement between the parties.

The following agreement is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

#### ARTICLE XXVI BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT

#### I. Bonded Sabbatical

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At the discretion of the Board of Trustees, upon the recommendation of the District Sabbatical
 Committee, the District may grant a sabbatical to eligible faculty members (Calif. Ed. Code,
 Sections 87767 and 87768).

A. Purpose

A sabbatical is to allow for the professional enhancement of the faculty member. Such professional enhancement shall be to the benefit of the faculty member, his/her college, students, and/or to the District. The value of what the faculty member may contribute following his/her return includes, but is not limited to, the areas of pedagogy, curriculum development, and the culture of the college and the community it serves.

32 **B.** Length of Sabbatical

A sabbatical leave may take one of two possible forms:

- 1. One semester at full pay and employee benefits, or
- 2. One academic year at two-thirds pay and full employee benefits.
- 36 **C.** Eligibility
  - Any tenured full-time faculty member who has served the District for at least six (6) consecutive years without a break in service (Calif. Ed. Code, Section 87768) is eligible for a sabbatical. No more than one such sabbatical may be granted in each seven-year period.
  - 2. An eligibility list will be prepared by the Human Resources Office no later than July 1<sup>st</sup> of the preceding year and sent to the Sabbatical Committee chair.
- 44 **D.** Acceptable Sabbatical Projects
  - A sabbatical may be granted for any of the following purposes:

x1.100

46 47 48			ssional study related to assigned discipline(s) or for the purpose of ning when there is a scheduled phase-out in a discipline and/or am.
49 50			pletion of courses for an advanced degree related to assigned line(s) or in advanced studies related to higher education.
51 52			al project, research or assignment that relates to the goals and mission College and District.
53 54		4. Travel memb	el related to assigned discipline, course and/or program of faculty oer.
55	E. Sat	batical Co	ommittee
56 57 58 59		each l appoir	Sabbatical Committee will consist of <u>up to</u> one (1) faculty member from Division/School, one (1) administrator from each college who will be nted by the college President, and the appropriate Vice Chancellor, who so serve as co-chair.
60 61			pers of the Sabbatical Committee may not submit a sabbatical proposal, erve in the year following the completion of a sabbatical.
62		3. Comm	nittee members will elect a chair and have one (1) vote each.
63 64			Committee shall have as its sole responsibility the handling of matters ning to bonded sabbaticals.
65 66			Sabbatical Committee shall meet during September each year to lish procedures and policies within the scope of this Master Agreement.
67 68 69		approv	Committee shall also establish all timelines for the application and val process provided that all recommendations for sabbaticals shall be rded to the Chancellor no later than December 20 <sup>th.</sup>
70	F. App	lication P	rocess
71 72 73 74		eligibil compl	ty members shall be notified by the Sabbatical Committee of their lity to apply for a sabbatical and provided with instructions for leting the application form and the final report. In addition, faculty pers will be informed of all necessary deadlines and procedures.
75 76 77		divisio	aculty member shall discuss the proposed sabbatical project with on/school peers, Department Chair, Division/School Dean, appropriate President, and solicit input/feedback.
78 79 80		sabba	aculty member shall submit to the college President a copy of his/her atical proposal (or a rough draft thereof) for input and feedback. The dent may provide comments and indicate one of the following:
81 82		a.	SUPPORT: The sabbatical proposal (with input as indicated) can be forwarded to the committee.
83 84 85		b.	NON-SUPPORT: The sabbatical proposal will be returned to the faculty member with recommendations to warrant the President's support.
86 87			i. In the event where the College President does not support a sabbatical proposal, the faculty member may:
88 89			<ul> <li>a) reconsider the President's input and resubmit the sabbatical proposal to the President, or</li> </ul>

90		b) rescind the sabbatical proposal, or
91 92 93		<ul> <li>c) forward the sabbatical proposal to the Sabbatical Committee with the President's comments and non- support.</li> </ul>
94 95	4.	The faculty member shall submit his/her sabbatical proposal with all required forms and documents to the Sabbatical Committee prior to the deadline date.
96 97 98 99	5.	Under exceptional circumstances, the Sabbatical Committee may choose to consider late applications. The Committee has the sole responsibility for determining the criteria for exceptional circumstances and whether or not it will consider a late application.
100 101 102	6.	If the applicant makes changes to the proposal after it has been reviewed by the committee, the co-chairs will discuss the changes with the college president and seek his/her support for the changes.
103	G. Approv	val Process
104 105 106 107	1.	Following procedures and guidelines established by the Sabbatical Committee and set forth herein, the Committee shall approve (or disapprove) each sabbatical application by a majority vote of the Committee and forward their approved list to the College President.
108 109 110	2.	The names of approved applicants for a sabbatical shall be forwarded to the Chancellor for recommendation to the Board of Trustees no later than December 20 <sup>th</sup> .
111 112 113	3.	The Board of Trustees may grant a sabbatical (Calif. Ed. Code, Sections 87767 and 87768) to eligible faculty members whose applications have been approved by the Sabbatical Committee.
114 115	4.	Each faculty member shall be notified on or before March 1 <sup>st</sup> regarding the acceptance or rejection of their application.
116 117 118 119	5.	In the event there are multiple sabbatical requests in the same department for the same period, the Dean may defer an approved sabbatical so as not to interfere with the regular operation of a department, subject to the following conditions:
120 121		<ul> <li>A deferred sabbatical must be granted within one (1) year of the date on which the deferred sabbatical was due to commence.</li> </ul>
122 123		<ul> <li>Faculty members will retain their cycle of sabbatical eligibility based on the approval date of the application.</li> </ul>
124 125		<ul> <li>When a sabbatical deferral is necessary, faculty members approved for their first sabbatical will receive priority.</li> </ul>
126 127 128 129 130		d. When a sabbatical deferral is necessary, and all affected faculty members have previously received a sabbatical, in the absence of a mutual agreement to the contrary among the affected faculty members, priority will be given to the most senior faculty member as determined by the District-assigned faculty seniority number.

131	H.	Numb	er of Sabbaticals and Priority Determinations
132 133 134 135 136 137		1.	The number of semesters available for faculty sabbaticals shall be calculated as 4.63% of the full-time faculty semester/year obligation as reported by the Chancellor's Office, California Community Colleges to the District in the fall of that academic year (CCR, Title 5, Sections 51025, (a), 1 and 53302). Deferred sabbaticals according to Section G.5 will not be reflected in the 4.63% allocation for the next academic year.
138 139 140		2.	The determination of the number of semesters available for sabbaticals for any given academic year shall be made by rounding up after the multiplication process takes place.
141			Example:
142			4.63% x 255 (faculty) = 11.8 x 2 = 23.6 or 24 semesters
143 144		3.	The Sabbatical Committee will assign priority to proposed sabbatical projects as follows:
145 146			<ul> <li>A first-time applicant will be given priority over applicants who have had a previous sabbatical.</li> </ul>
147 148			<ul> <li>Thereafter, applicants will be determined by seniority of service and by the quality of the proposal as ranked by the Sabbatical Committee.</li> </ul>
149 150			c. In the event of a tie when all previous criteria have been met, the tie shall be broken by a majority vote of the Sabbatical Committee.
151 152 153 154		4.	A list of alternates shall be established and maintained by the Sabbatical Committee, in the event that a change of plan of a faculty member or increases in the total number of full-time faculty members employed permits additional available sabbatical semesters.
155	I.	Length	and Conditions for a Sabbatical
156 157 158 159 160		1.	The recipient of a one semester sabbatical will be compensated at his/her regular salary and employee benefits; a two-semester sabbatical at two-thirds regular salary and full District-provided benefits. Year-long sabbaticals shall reduce the District contribution to STRS. Faculty members wishing to maintain full service credit with STRS must contact STRS.
161 162		2.	Salary while on sabbatical shall be paid on a monthly basis during the academic year.
163 164 165 166		3.	Faculty members cannot assume any other, additional full-time employment while on sabbatical, unless it is an integral part of their approved sabbatical. If this provision is violated, all compensation and the cost of employee benefits must be returned to the District.
167 168 169 170 171 172		4.	Faculty members granted sabbatical shall not be authorized to perform additional professional services such as overload, overtime, part-time assignment, stipend, and grants for District pay. Nor will the District furnish equipment or materials, pay travel costs, or provide remuneration other than the sabbatical compensation during the period of the sabbatical. The Board may, upon application, grant exception to this provision.
173 174		5.	A sabbatical shall be counted as experience for advancement on the salary schedule.

175 Academic credits earned while on sabbatical or professional development activity may be used toward salary increments the following academic year, 176 177 in accordance with the existing board policies. 178 J. Guarantees 179 1. The faculty member must agree to return to the District for a period of service 180 equal to twice the period of the sabbatical. (Calif. Ed. Code, Section 87770). 181 2. The faculty member shall be returned to the same or comparable position 182 held at the time the sabbatical was granted. If conditions arise which would make it necessary to change the faculty member's assignment, the faculty 183 184 member shall be notified, whenever possible, before the change becomes 185 effective. Nothing in this paragraph is intended to be in conflict with Calif. 186 Ed. Code Section 87774. 187 3. The written agreement between the District and the faculty member includes 188 a bond paid for by the District. The bond covers pay and the District's cost of 189 employee benefits. If the bond is forfeited, any repercussions from the 190 bonding company are the sole responsibility of the faculty member (Calif. Ed. 191 Code Sections 87770 and 87771). K. Evidence of Completion 192 193 1. Upon completion of the sabbatical and within sixty (60) days of the faculty 194 member's return to duty, a narrative report shall be submitted to the 195 Sabbatical Committee for review and acceptance (or non-acceptance). This 196 report will include: 197 a. a record of the activity such as, transcripts of study completed a copy 198 of the product developed, and/or an evaluation of the project pursued: 199 b. a discussion of its impact on teaching and learning; 200 c. a description of how the sabbatical information will be used in a 201 professional development plan; 202 d. a narrative on how the information contributes to the benefit of the 203 students and to the District. 204 2. If the approved sabbatical project contains an implementation process or the 205 Sabbatical Committee would like a follow-up report, the faculty member will 206 provide the information requested in the time line provided. 207 3. The faculty member must schedule a minimum of one presentation(s) at a 208 venue such as Professional Development Week, Division/School meetings, 209 College Sabbatical Forum, and/or at a professional organization(s) meeting. 210 4. The Board of Trustees and/or the Sabbatical Committee may invite 211 representative faculty members to make presentations of their sabbatical 212 project/activity at Board of Trustees meetings. 213 L. Status Changes Relating to an Approved Sabbatical 214 Once the faculty member has been approved by the Board of Trustees for a 215 sabbatical activity, it is the faculty member's responsibility to inform in writing the Sabbatical Committee Chair and the appropriate Vice Chancellor of any change(s) in 216 217 status with the sabbatical from the time the faculty member knows or should have 218 known of a change.

219	1.	Project						
220 221 222 223 224 225		project with a stated outcome; ho identified in the application some submit a request for change to th	ulty member requests time to complete a wever, circumstances, conditions, etc., times change. The faculty member must e Sabbatical Committee, College President, ral from the Board of Trustees before he sabbatical project.					
226	2.	Extenuating Circumstances						
227 228 229 230 231 232		disaster, long term family illness) timelines of the sabbatical project change to the Sabbatical Commit	circumstance occurs (such as, natural that may impact the content and/or t, the faculty member must report such ttee, College President, Chancellor, and Trustees before implementing any changes					
233	3.	Serious or Long-Term Illness/Inju	ry of the Faculty Member					
234 235 236			ty member to notify the Director of Human lice Chancellor within thirty (30) days from ondition.					
237	I. Professional De	evelopment						
238 239 240 241 242 243 243 244	unpaid leave of include, but sha exchange prog involvement in	all not be limited to, additional scho rams, a project/activity that would b research efforts and acceptance of utions, agencies, corporations, fou	trict may grant a faculty member a paid or professional development which may coling and/or training, participation in faculty benefit the College and/or District, f long-term assignments to other higher ndations, or government (Calif. Ed. Code					
245 246		A. Absence shall not be included as service in computing the six (6) years before or after a sabbatical.						
247	B. Abser	nce shall not be deemed a break in	service.					
248	C. Upon	return, a faculty member will return	n to the same or comparable position.					
249 250 251	benef		r annual salary increments, employee urance and retirement benefits, to the extent					
252 253 254 255 256 257 258	College Dist	Ull	South Orange County Community College District Faculty Association, CTA/NEA					
259 260 261 262	Dr.	or SOCCCD Qindy Vyskocil Sellor, Human Resources	Lewis Long Chief Negotiator					
263 264 265	5	7 11/18 Date	5/11/2018 Date					
266			Date					

# TENTATIVE AGREEMENT BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION, CTA/NEA December 19, 2018

This Tentative Agreement is entered into between the South Orange County Community College
 District and the South Orange County Community College District Faculty Association, CTA/NEA
 (hereinafter referred to as the "Association") and is expressly made pursuant to the Education
 Employment Relations Act and the Collective Bargaining Agreement between the parties.

The following agreement is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

#### ARTICLE XXVII BENEFITS

21 I. Health Insurance

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The District shall pay 100 percent of the health insurance premium for faculty members
 working 75 percent or more of a full-time faculty contract and their eligible dependents. The
 coverage provided shall meet the specifications on file at the District Business Office.

#### 25 II. Part-Time Faculty Health Insurance

- A. The purpose of this program is to provide an opportunity for the individual part-time faculty members who are not provided health or medical insurance coverage through this District as a retired full-time faculty member, a family member's medical insurance plan, provided group plan, or other employer's medical insurance plan to receive an allowance to secure comprehensive medical coverage of their own choosing.
- B. Beginning in the Fall semester of 2019, The the District shall provide a monthly allowance to qualified part-time faculty members for the purpose of purchasing comprehensive health insurance. The amount of the allowance will be determined each semester, and will be \$381,000 divided by the total number of qualified part-time faculty members who have filed an approved application for that semester, up to a maximum of \$1,750\$5000 per yearor \$2500 per semester per part-time faculty member.
  - A.C. This allowance is toward a <u>qualified</u> voluntary <u>comprehensive</u> health insurance program of the faculty member's individual arrangement and choice for the part-time faculty member who meets the following criteria:
    - 1. Eligibility is reviewed each semester.
    - 1.2. The faculty member must be employed for a minimum of 12 LHE in the District in the 12-month period ending at the end of the prior semester (summer session counts toward meeting this requirement).
    - 2.3. The faculty member must have been employed in the District for five semesters during a period of three years immediately preceding the end of the prior semester (summer session does not count toward meeting this requirement).

		Page 2 of 2
49 50		nust work a minimum of three LHE in the District nich the District contribution is to be made.
51	4.1Eligibility is reviewed o	ach semester.
52 53 54	Business Office no later th	member must submit the following to the District nan the September 10 <sup>th</sup> and February 10 <sup>th</sup> by 5 p.m. le for the District allowance:
55 56 57 58 59 60 61	Bronze, Silver, Gold, Covered California u Act, or an equivalent of the voluntary med be eligible for the Dia	tion as evidence of current enrollment in a voluntary or Platinum medical plan provided through under the Patient Protection and Affordable Care t medical or health insurance plan, and of the cost ical plan, to the District Business Office in order to strict allowance. The District paid allowance will not set of the voluntary program.
62 63 64 65	eligible for health or a retired full-time fac	vit attesting that the part-time faculty member is not medical insurance coverage through this District as ulty member, a family member's medical insurance plan, or other employer's medical insurance plan.
66 67 68	District within 10 day	ated, the part-time faculty member must notify the s of the date of termination. If the policy is fit will cease for the remainder of the semester.
69	<u>d.</u> This program is subj	ect to random District audits.
70 71 72	requirements of the above criteria.	use if the employee no longer meets the In addition, the foregoing District allowance will not receiving rotiree medical benefits from the District.
73 74 75	The District allowance shall be paid th of paychecks received by the elig	nrough payroll and will be prorated over the number ible faculty member each semester.
76 77	Part-time Faculty health insurance (Article	XXVII.II) is subject to reopening on June 1, 2020.
78	South Orange County Community	South Orange County Community College
79		District Faculty Association, CTA/NEA
80	$\Lambda \mathcal{A} \Lambda \mathcal{A}$	
81 82	CUL	
83	For SOCCO	For SOCCODFA
84		Lewis Long
85		Chief Negotiator
86		
87	12/10/10	nlislis
88 89		
90		Date
91		
92		

EXHIBIT H

#### AMENDED TENTATIVE AGREEMENT BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION, CTA/NEA

#### January 9, 2019

9 This tentative agreement between the South Orange County Community College District and the 10 South Orange County Community College District Faculty Association, CTA/NEA (hereinafter 11 referred to as the "Association") is expressly made pursuant to the Education Employment 12 Relations Act and the Collective Bargaining Agreement between the parties. The following 13 proposal is intended to apply only to the Article set forth below. All other provisions of the 14 Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below 15 or as otherwise mutually agreed:

#### ARTICLE XXX WAGES

19 I. General Provisions

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- A. Faculty Compensation
  - 1. Full-time faculty members' contracted load as part of a regular full-time assignment will be paid according to the Full-time Academic Salary Schedule as described in Section II.A below.
  - 2. Part-time faculty during the academic year and all faculty during summer terms holding classroom or equivalent assignments will be paid according to the Part-time Classroom Academic Salary Schedule as described in Section II.B below.
  - 3. Full-time faculty teaching overload will be paid according to the Full-time Overload Academic Salary Schedule as described in Section II.C below.
  - 4. Part-time faculty holding non-classroom assignments during the regular and summer terms will be paid according to the Part-time Non-classroom Academic Salary Schedule as described in Section II.D below.
- 39 II. Salary Schedules -
  - A. Full-time Academic Salary Schedule (see Appendix A):
    - 1. The Full-time Academic Salary Schedule shall consist of five columns with:

Three (3) steps plus one longevity step in the first column

- Eight (8) steps plus one longevity step in the second column
- Thirteen (13) steps plus one longevity step in the third column
  - Eighteen (18) steps plus one longevity step in the fourth column

- /			EXHIBIT I Page 2 of 18
54 55			Twenty-three (23) steps plus one longevity step in the fifth column
56 57 58 59 60 61		2.	In any given year, column 1, step 1, of the Faculty Salary Schedule shall be defined as the base salary. The dollar amount in column 1, step 1, of the Faculty Salary Schedule shall be the dollar amount of column 1, step 1, of the immediate prior Faculty Salary Schedule and any negotiated and agreed upon adjustments for that given year.
62 63 64		3.	The first step of each column will increase by 5.5555% of the base salary over the first step of the previous column.
65 66 67		4.	Each step in each column will increase by 3.70365% of the base salary over the previous step.
68 69	В.	Part-ti	me Classroom Academic Salary Schedule (see Appendix A):
70 71 72		1.	The Part-time Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.
73 74 75 76		2.	For 2018-2019, the value of the first column will be equivalent to 57.00% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:
77 78 79 80			.57 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule /2))
81 82 83 84			For 2019-2020, the value of the first column will be equivalent to 57 <i>.20</i> % of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:
85 86 87 88			.5720 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule /2))
89 90 91 92			For 2020-2021, the value of the first column will be equivalent to <i>57.30</i> % of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:
93 94 95 96			.5730 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule /2))
97 98 99		3.	Each succeeding column will increase by 4% of column 1 over the previous column.
100 101	C.	Full-tir	ne Classroom Overload Academic Salary Schedule (see Appendix A):
102 103 104		1.	The Full-time Classroom Overload Academic Salary Schedule shall consist of seven columns, with one step in each column.
105 106		2.	For 2018-2019, the value of the first column will be equivalent to 48.95% of 1/15 (6.67%) of one-half the value of the first step of the first step of the

107		EXHIBIT I Page 3 of 18 first column in the Full, time Academic Scienc Schedule, or reflected in			
108 109		first column in the Full- time Academic Salary Schedule, as reflected in the following formula:			
110 111 112		.4895 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule/2))			
113 114 115 116 117		For 2019-2020, the value of the first column will be equivalent to 49.10% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:			
118 119 120		.4910 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule /2))			
121 122 123 124 125		For 2020-2021, the value of the first column will be equivalent to 49.15% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:			
126 127 128		.4915 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule /2))			
129 130 131		<ol> <li>Each succeeding column will increase by 4% of column 1 over the previous column.</li> </ol>			
132 133 134	D.	art-time Non-classroom and Full-time Non-classroom Overload for Library, ounseling, & Learning Disability Academic Salary Schedule (see Appendix A):			
135 136 137 138		1. The Part-time Non-Classroom and Full-time Non-classroom Overload Academic Salary Schedule shall consist of seven columns, with one step in each column.			
139 140 141 142		2. The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:			
143 144 145		.486(.0667(column 1, step 1 of the Full-time Academic Salary Schedule))			
146 147 148		<ol> <li>Each succeeding column will increase by 4% of column 1 over the previous column.</li> </ol>			
149 150 151 152 153		<ol> <li>As required for CalSTRS reporting purposes, compensation for counselors and librarians will be reported to CalSTRS and paid by converting the LHE rate to an hourly rate as defined in the appropriate salary schedule.</li> </ol>			
154 155	E.	Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):			
156 157 158		<ol> <li>The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.</li> </ol>			

				EXHIBIT I Page 4 of 18
159 160 161 162			2.	The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:
163 164 165				.486(.0667(column 1, step 1 of the Full-time Academic Salary Schedule/2))
166 167 168			3.	Each succeeding column will increase by 4% of column 1 over the previous column.
169 170 171 172			4.	As required for CalSTRS reporting purposes, compensation will be reported to CalSTRS and paid by converting the LHE rate to an hourly rate as defined in the appropriate salary schedule.
173	111.	Salary	/ Sched	ule Column Placement Criteria
174 175 176		All de	grees o	r units must be from accredited educational institutions.
177 178 179 180 181 182		Α.	requir qualifi <i>Admir</i>	In I. Bachelor's Degree (or the minimum degree and/or experience as ed by the California Community College Chancellor's Office minimum cations as published in the <i>Minimum Qualifications for Faculty and</i> <i>histrators in California Community College</i> s) or equivalency as established 5 C.C.R. 53410.
183		В.	Colum	ın II
184 185 186			1.	Master's Degree, or
187 188			2.	Bachelor's Degree plus 40 semester units, including Master's Degree.
189 190		C.	Colum	in III
191 192			1.	Master's Degree plus 20 semester units, or
193			2.	Bachelor's Degree plus 50 semester units, including Master's Degree.
194 195		D.	Colum	n IV
196 197			1.	Master's Degree plus 40 semester units, or
198 199 200 201			2.	Bachelor's Degree plus 70 semester units, including Master's Degree, or Academic Employee Master
202 203 204			3.	Permanent Vocational Credential received prior to establishment of the Community College Credential and Bachelor's Degree.
205 206		E.	Colum	n V
200 207 208			1.	Earned Doctorate, or
209			2.	Master's Degree plus 60 semester units, or
210 211 212			3.	Bachelor's Degree plus 90 semester units, including Master's Degree, or

213			4.	EXHIBIT I Page 5 of 18						
213 214 215			4.	Permanent Vocational Credential received prior to establishment of the Community College Credential and Master's Degree.						
216 217	IV.	Previou	is Expe	erience Credit for Initial Step Placement						
218 219		А.	Instruc	ctional experience						
220 221 222 223 224 225 226		schedu librariar any acc of the e	At the time of initial employment, new full- and part-time faculty members will be given schedule placement credit for full- and or part-time instruction, counseling, coaching, or librarian experience, whichever applies to the assignment. The experiences may be at any accredited high school (grades 9-12), college or university. Instructional experiences of the equivalent of 30 LHE will equal one step on the salary schedule. Previous experience credit will be given as follows:							
227 228 229		0-5 years of experience – placement on step 1 6 years of experience – placement on step 2 7 years of experience – placement on step 3								
230 231				ore years of experience – placement on step 4						
232 233				structional occupational experience						
234 235 236		For purposes of calculating initial step placement in Section A above, at the time of initial employment, full-time faculty members may be awarded placement credit for prior non- instructional occupational experience provided that it directly relates to the District								
237 238 239 240 241 242		assignment. Credit granted will be at the rate of one year of credit for two years of related experiences. No placement based upon any combination of past instructional experience and past non-instructional occupational experience will be higher than step 4 on the salary schedule. Credit for non-instructional and instructional experience may be earned simultaneously.								
243 244 245		The new full-time faculty member will submit to Human Resources at least one of the following:								
246 247 248		i	a.	A completed Request for Verification of Work Experience Form (obtained from Human Resources) from each former employer; or						
249 250 251			b.	A letter on the employer's letterhead verifying work experiences and dates of employment; or						
252 253			с.	An IRS Form 1040 and Schedule C for self-employed experiences.						
254 255	V.	Step and Column Movement								
256 257		A. Step advancement								
258 259 260		1		Full-time faculty members shall move one step on the Full-time Academic Salary Schedule.						
261 262		2	. (	Step movements shall occur annually in the Fall.						
263 264 265 266		3	ł	At the beginning of the fourth (4th) year after a full-time faculty member has moved into the most highly compensated step in his or her current column, he or she will move into the longevity step.						
200				5						

Page 6 of 18 267 Β. Column Advancement 268 269 1. Column advancement based on experience shall occur annually in the 270 Fall. 271 272 2. Full-time faculty members shall move one column on the salary schedule 273 annually for each contractual year of service. 274 275 3. Part-time faculty members shall move one column on the salary schedule 276 after having served the equivalent of thirty (30) LHE. 277 278 4. After the date of hire, for the purpose of column advancement, nine (9) 279 semester units of lower division college level credit from an accredited 280 institution of higher education will be allowed for coursework that is 281 pertinent to the principal area of assignment and/or is for retraining or the 282 up-grading of skills. The coursework must be approved in advance by the 283 Dean and Vice President. 284 285 5. Coursework taken for column advancement outside the faculty member's 286 primary assignment must be approved by the Vice President prior to 287 enrolling in the course(s). 288 289 6. A passing grade must be earned in all coursework accepted for salary 290 classification credit. A pass/fail course must be noted as pass and a 291 credit/non-credit course must be noted as credit in the transcript. 292 293 7. Column advancement based on coursework or completion of a degree 294 can occur in Fall and Spring. Official verification of coursework taken 295 and/or degree conferred must be submitted to Human Resources by 296 August 1st for column advancement for the Fall semester and January 297 3rd for column advancement for the Spring semester. 298 VI. 299 **Doctoral Stipends** 300 301 Full-time faculty members who hold an earned doctorate from an accredited institution 302 shall receive a stipend of 5.6% of the base salary as defined in section I.A.1.II.A.2 as 303 part of their annual salary. 304 305 VII. State of California Part-time Parity Compensation Funds 306 Parity compensation funds ("parity pay") received from the State of California will be 307 distributed among part-time faculty only (e.g., work performed by part-time faculty during 308 309 an academic year will be paid in the fall semester of the following academic year). 310 311 VIII. Increase in Compensation 312 313 For the 2018-2019 academic year and the 2019 summer term, the Full-time Α. 314 Academic Salary Schedule will reflect an increase of 2.71% over the salary 315 schedule of the previous year. The Part-time Classroom Academic Salary Schedule, the Full-time Overload Academic Salary Schedule and the Part-time 316 317 Non-classroom Academic Salary Schedule will be adjusted as described in 318 Section II of this Article. 319

EXHIBIT I

320B.For the 2019-2020 academic year and the 2020 summer term, the Full-time321Academic Salary Schedule, the Part-time Classroom Academic Salary Schedule,322the Full-time Overload Academic Salary Schedule, and the Part-time Non-323classroom Academic Salary Schedule will reflect an increase of 2.57% over the324salary schedule of the previous year.325

# However, if the 2019-2020 state-funded COLA as reflected in the adopted state budget exceeds 2.57%, the parties agree that Article XXX shall automatically be reopened for further negotiations.

C. For the 2020-2021 academic year and the 2021 summer term, the Full-time Academic Salary Schedule, the Part-time Classroom Academic Salary Schedule, the Full-time Overload Academic Salary Schedule, and the Part-time Nonclassroom Academic Salary Schedule will reflect an increase of 2.67% over the salary schedule of the previous year.

However, if the 2020-2021 state-funded COLA as reflected in the adopted state budget exceeds 2.67%, the parties agree that Article XXX shall automatically be reopened for further negotiations.

End of Article XXX

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# South Orange County <sup>EXHIBIT I</sup> Community College District

#### Full-time Academic Salary Schedule - Annual 2018-2019 2.71% Increase (Effective 8/1/2018)

Range	l			IV	v
Step					
01	69,834	73,714	77,593	81,473	85,353
02	72,420	76,300	80,180	84,059	87,939
03	75,007	78,886	82,766	86,646	90,525
04	75,007	81,473	85,352	89,232	93,112
05	75,007	84,059	87,939	91,819	95,698
06	77,593	86,646	90,525	94,405	98,285
07		89,232	93,112	96,991	100,871
08		91,818	95,698	99,578	103,457
09		91,818	98,285	102,164	106,044
10		91,818	100,871	104,751	108,630
11		94,405	103,457	107,337	111,217
12	-		106,044	109,923	113,803
13			108,630	112,510	116,389
14			108,630	115,096	118,976
15			108,630	117,683	121,562
16			111,217	120,269	124,149
17				122,855	126,735
18				125,442	129,321
19				125,442	131,908
20				125,442	134,494
21				128,028	137,081
22					139,667
23					142,253
24					142,253
25					142,253
26					144,840

Doctoral Stipend: \$3,911



## South Orange County ge 9 of 18 Community College District

### Academic Salary Schedule – Rates for One (1) Lecture Hour Equivalent (LHE)

		2	018-2019							
Part-time Classroom Acad	emic Salary	Schedule								
Classroom:	Part-time Fa Full-time / I		0% Increase ulty Intersess	ion/Summer						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7			
Semester LHE Rate	1,328 1,381 1,434 1,487 1,540 1,593 1,									
Semester LHE Rate/16.6										
Full-time Classroom Overl	oad Academ	ic Salary Sch	nedule							
		3.4	5% Increase							
Classroom:	Full-time Fa	culty Overloa	d							
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7			
Semester LHE Rate	1,140	1,186	1,232	1,278	1,324	1,370	1,41			
		Contraction of the second	A DESCRIPTION OF THE OWNER		.,,					
Disabilities Academic Sala Non-Classroom:	ry Schedule Part-time Fa	2.7 aculty	1% Increase		79.76 ry, Counseli	82.53 ng, & Learni				
Part-time Non-Classroom a Disabilities Academic Sala Non-Classroom: Library Counseling	and Full-time ry Schedule Part-time Fa Full-time / F Full-time / F	e Non-Classi 2.7 aculty Part-time Fact Part-time Fact	room Overlo 1% Increase ulty Intersess ulty Substitut	oad for Libra ion/Summer						
Part-time Non-Classroom a Disabilities Academic Sala Non-Classroom: Library	and Full-time ry Schedule Part-time Fa Full-time / F Full-time / F Full-time Fa	e Non-Classi 2.7 aculty Part-time Fact Part-time Fact culty Overloa	room Overlo 1% Increase ulty Intersess ulty Substitut	oad for Libra ion/Summer e	ry, Counseli	ng, & Learni	ng			
Part-time Non-Classroom a Disabilities Academic Salar Non-Classroom: Library Counseling Learning Disability	and Full-time ry Schedule Part-time Fa Full-time / F Full-time Fa Column 1	e Non-Classi 2.7 aculty Part-time Fact Part-time Fact Column 2	room Overlo 1% Increase ulty Intersess ulty Substitut id Column 3	ion/Summer e Column 4	<b>ry, Counseli</b> Column 5	ng, & Learni Column 6	ng Column 7			
Part-time Non-Classroom a Disabilities Academic Salar Non-Classroom: Library Counseling Learning Disability Semester LHE Rate	and Full-time ry Schedule Part-time Fa Full-time / F Full-time / F Full-time Fa Column 1 2,264	e Non-Classi 2.7 aculty Part-time Fact Part-time Fact Column 2 2,355	room Overlo 1% Increase ulty Intersess ulty Substitut Id Column 3 2,446	ion/Summer e Column 4 2,537	ry, Counseli Column 5 2,628	ng, & Learni Column 6 2,719	Column 7 2,810			
Part-time Non-Classroom a Disabilities Academic Salar Non-Classroom: Library Counseling Learning Disability Semester LHE Rate Semester LHE Rate/33.2	and Full-time ry Schedule Part-time Fa Full-time / F Full-time / F Full-time Fa Column 1 2,264 68.19	e Non-Classi 2.7 aculty Part-time Fact Part-time Fact Column 2 2,355 70.93	room Overlo 1% Increase ulty Intersess ulty Substitut id Column 3 2,446 <b>73.67</b>	ion/Summer e Column 4	<b>ry, Counseli</b> Column 5	ng, & Learni Column 6	ng Column 7 2,810			
Part-time Non-Classroom a Disabilities Academic Salar Non-Classroom: Library Counseling Learning Disability Semester LHE Rate	and Full-time ry Schedule Part-time Fa Full-time / F Full-time / F Full-time Fa Column 1 2,264 68.19	e Non-Classi 2.7 aculty Part-time Fact Part-time Fact Column 2 2,355 70.93 demic Salary	room Overlo 1% Increase ulty Intersess ulty Substitut d Column 3 2,446 73.67	ion/Summer e Column 4 2,537	ry, Counseli Column 5 2,628	ng, & Learni Column 6 2,719	ng Column 7 2,810			
Part-time Non-Classroom a Disabilities Academic Salar Non-Classroom: Library Counseling Learning Disability Semester LHE Rate Semester LHE Rate/33.2	and Full-time ry Schedule Part-time Fa Full-time / F Full-time / F Full-time Fa Column 1 2,264 68.19 Futorial Acad Part-time Fa Full-time / F Full-time / F	e Non-Classi 2.7 aculty Part-time Fact Part-time Fact Column 2 2,355 70.93 demic Salary 2.7	room Overlo 1% Increase ulty Intersess ulty Substitut d Column 3 2,446 73.67 7 Schedule 1% Increase ulty Intersess ulty Substitut	ion/Summer e Column 4 2,537 <b>76.42</b> ion/Summer	ry, Counseli Column 5 2,628	ng, & Learni Column 6 2,719	ng Column 7 2,810			
Part-time Non-Classroom a Disabilities Academic Salar Non-Classroom: Library Counseling Learning Disability Semester LHE Rate Semester LHE Rate/33.2 Part-time Non-classroom T Non-Classroom: Tutorial (All)	and Full-time ry Schedule Part-time Fa Full-time / F Full-time / F Full-time Fa Column 1 2,264 68.19 Futorial Acad Part-time Fa Full-time / F Full-time / F	e Non-Classi 2.7 aculty Part-time Fact Part-time Fact Column 2 2,355 70.93 demic Salary 2.7 aculty Part-time Fact Part-time Fact	room Overlo 1% Increase ulty Intersess ulty Substitut d Column 3 2,446 73.67 7 Schedule 1% Increase ulty Intersess ulty Substitut	ion/Summer e Column 4 2,537 <b>76.42</b> ion/Summer	ry, Counseli Column 5 2,628	ng, & Learni Column 6 2,719	ng Column 7 2,810 <b>84.6</b> 4			
Part-time Non-Classroom a Disabilities Academic Salar Non-Classroom: Library Counseling Learning Disability Semester LHE Rate Semester LHE Rate/33.2 Part-time Non-classroom T Non-Classroom: Tutorial (All)	and Full-time ry Schedule Part-time Fa Full-time / F Full-time / F Full-time Fa Column 1 2,264 68.19 Futorial Acad Part-time Fa Full-time / P Full-time / P	e Non-Classi 2.7 aculty Part-time Fact Part-time Fact Column 2 2,355 70.93 demic Salary 2.7 aculty Part-time Fact Part-time Fact Part-time Fact Coluty Overloa	room Overlo 1% Increase ulty Intersess ulty Substitut d Column 3 2,446 73.67 Schedule 1% Increase ulty Intersess ulty Substitut d	ion/Summer e Column 4 2,537 76.42 ion/Summer e	ry, Counseli Column 5 2,628 <b>79.16</b>	ng, & Learni Column 6 2,719 <b>81.90</b>	ng Column 7			

\*CWE (see Article XV) and Directed (independent) Study (see Article XV) of the Academic Agreement for calculating LHE); Stipends will be paid at one half (1/2) the rate shown in column 7.



## South Orange Country 10 of 18 Community College District

#### Academic Salary Schedule – Daily Rate for Extra Duty Days (Full-time Faculty) 2018-2019

Range	I	11	111	IV	v
Step					
1	392.33	414.12	435.92	457.71	479.51
2	406.86	428.65	450.45	472.24	494.04
3	421.39	443.18	464.98	486.77	508.57
4	421.39	457.71	479.51	501.30	523.10
5	421.39	472.24	494.04	515.83	537.63
6	435.92	486.77	508.57	530.36	552.16
7	Income the Contract	501.30	523.10	544.90	566.69
8		515.83	537.63	559.43	581.22
9		515.83	552.16	573.96	595.75
10		515.83	566.69	588.49	610.28
11		530.36	581.22	603.02	624.81
12			595.75	617.55	639.34
13			610.28	632.08	653.87
14			610.28	646.61	668.40
15			610.28	661.14	682.93
16			624.81	675.67	697.46
17				690.20	711.99
18				704.73	726.52
19				704.73	741.06
20				704.73	755.59
21				719.26	770.12
22					784.65
23					799.18
24					799.18
25					799.18
26					813.71

### Academic Salary Schedule – Daily Rate for Extra Duty Days (Part-time Faculty)

Column	1	2	3	4	5	6	7
Classroom	223.82	232.75	241.69	250.62	259.55	268.65	277.58
Non- Classroom	190.79	198.37	205.96	213.54	221.12	228.71	236.29



# South Orange Country e 11 of 18 Community College District

### Full-time Academic Salary Schedule - Annual 2019-2020 2.57% Increase

Range	I	11	tti	IV	v
Step					
01	71,629	75,608	79,588	83,567	87,546
02	74,282	78,261	82,241	86,220	90,199
03	76,935	80,914	84,893	88,873	92,852
04	76,935	83,567	87,546	91,526	95,505
05	76,935	86,220	90,199	94,179	98,158
06	79,588	88,873	92,852	96,831	100,811
07		91,526	95,505	99,484	103,464
08		94,179	98,158	102,137	106,117
09		94,179	100,811	104,790	108,769
10		94,179	103,464	107,443	111,422
11		96,831	106,117	110,096	114,075
12			108,769	112,749	116,728
13			111,422	115,402	119,381
14			111,422	118,055	122,034
15			111,422	120,707	124,687
16			114,075	123,360	127,340
17				126,013	129,993
18				128,666	132,645
19				128,666	135,298
20				128,666	137,951
21	1998年1月1			131,319	140,604
22					143,257
23					145,910
24					145,910
25	and the second				145,910
26					148,563

Doctoral Stipend: \$4,011



## Academic Salary Schedule – Rate for One (1) Lecture Hour Equivalent (LHE)

20	19	-2020	

ant times Classes and the	2019-2020									
Part-time Classroom Academic Salary Schedule										
			6% Increase							
Classroom:	Part-time Fa Full-time / f	aculty Part-time Fac	ulty Intersess	ion/Summer						
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7			
Semester LHE Rate	1,366 1,421 1,476 1,531 1,586 1,641 1,696									
Semester LHE Rate/16.6         82.29         85.60         88.92         92.23         95.54         98.86         102.17										
Full-time Classroom Overle	oad Academ	ic Salary Sch	nedule		1023					
		2.8	9% Increase							
Classroom:	Full-time Fa	culty Overloa	d							
2	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7			
Semester LHE Rate	1,173	1,220	1,267	1,314	1,361	1,408	1,45			
Semester LHE Rate/16.6	70.66	73.49	76.33	79.16	81.99	84.82	87.6			
Non-Classroom: Part-time Faculty Library Full-time / Part-time Faculty Intersession/Summer Counseling Full-time / Part-time Faculty Substitute										
Counseling	Full-time / F	Part-time Fac	ulty Substitut							
-	Full-time / F		ulty Substitut		Column 5	Column 6	Column 7			
Counseling	Full-time / F Full-time Fa	Part-time Fact culty Overloa	ulty Substitut d	e		Column 6 2,787				
Counseling Learning Disability	Full-time / F Full-time Fa Column 1	Part-time Fact culty Overloa Column 2	ulty Substitut d Column 3	e Column 4	Column 5		Column 7 2,880 <b>86.7</b> 5			
Counseling Learning Disability Semester LHE Rate	Full-time / F Full-time Fa Column 1 2,322 69.94	Part-time Fact culty Overloa Column 2 2,415 72.74 demic Salary	Column 3 2,508 75.54 Schedule	column 4 2,601	Column 5 2,694	2,787	2,880			
Counseling Learning Disability Semester LHE Rate Semester LHE Rate/33.2	Full-time / F Full-time Fa Column 1 2,322 69.94 Tutorial Acad Part-time Fa Full-time / F Full-time / F	Part-time Fact culty Overloa Column 2 2,415 72.74 demic Salary 2.5	Column 3 Column 3 2,508 75.54 Schedule 7% Increase ulty Intersess ulty Substitut	e Column 4 2,601 <b>78.34</b> ion/Summer	Column 5 2,694 <b>81.14</b>	2,787	2,880			
Counseling Learning Disability Semester LHE Rate Semester LHE Rate/33.2 Part-time Non-classroom T Non-Classroom: Tutorial (All)	Full-time / F Full-time Fa Column 1 2,322 69.94 Tutorial Acad Part-time Fa Full-time / F Full-time / F	Part-time Factor culty Overloa Column 2 2,415 72.74 demic Salary 2.5 nculty Part-time Factor Part-time Factor	Column 3 Column 3 2,508 75.54 Schedule 7% Increase ulty Intersess ulty Substitut	e Column 4 2,601 <b>78.34</b> ion/Summer	Column 5 2,694 <b>81.14</b>	2,787	2,880 <b>86.7</b>			
Counseling Learning Disability Semester LHE Rate Semester LHE Rate/33.2 Part-time Non-classroom T Non-Classroom: Tutorial (All)	Full-time / F Full-time Fa Column 1 2,322 69.94 Tutorial Acad Part-time Fa Full-time / F Full-time Fa	Part-time Fact culty Overloa Column 2 2,415 72.74 demic Salary 2.5 culty Part-time Fact Part-time Fact culty Overloa	Column 3 Column 3 2,508 75.54 Schedule 7% Increase ulty Intersess ulty Substitut	column 4 2,601 78.34 ion/Summer	Column 5 2,694 <b>81.14</b>	2,787 <b>83.95</b>	2,880			
Counseling Learning Disability Semester LHE Rate Semester LHE Rate/33.2 Part-time Non-classroom T Non-Classroom: Tutorial (All) Other*	Full-time / F Full-time Fa Column 1 2,322 69.94 Tutorial Acad Part-time Fa Full-time / F Full-time Fa Column 1	Part-time Fact culty Overloa Column 2 2,415 72.74 demic Salary 2.5 culty Part-time Fact Part-time Fact culty Overloa Column 2	Column 3 2,508 75.54 Schedule 7% Increase ulty Intersess ulty Substitut d Column 3	column 4 2,601 78.34 ion/Summer e Column 4	Column 5 2,694 <b>81.14</b> Column 5	2,787 <b>83.95</b> Column 6	2,88 <b>86.7</b> Column 7			



## South Orange Country e 13 of 18 Community College District

#### Academic Salary Schedule – Daily Rate for Extra Duty Days (Full-time Faculty) 2019-2020

Range	l —		111	IV	v
Step					
01	402.41	424.77	447.12	469.48	491.83
02	417.31	439.67	462.03	484.38	506.74
03	432.22	454.57	476.93	499.29	521.64
04	432.22	469.48	491.83	514.19	536.55
05	432.22	484.38	506.74	529.09	551.45
06	447.12	499.29	521.64	544.00	566.35
07		514.19	536.55	558.90	581.26
08		529.09	551.45	573.80	596.16
09		529.09	566.35	588.71	611.06
10		529.09	581.26	603.61	625.97
11		544.00	596.16	618.52	640.87
12			611.06	633.42	655.78
13			625.97	648.32	670.68
14			625.97	663.23	685.58
15			625.97	678.13	700.49
16			640.87	693.04	715.39
17				707.94	730.30
18				722.84	745.20
19				722.84	760.10
20				722.84	775.01
21				737.75	789.91
22					804.81
23					819.72
24					819.72
25					819.72
26					834.62

### Academic Salary Schedule – Daily Rate for Extra Duty Days (Part-time Faculty)

Column	1	2	3	4	5	6	7
Classroom	230.22	239.49	248.76	258.03	267.3	276.57	285.84
Non-Classroom	195.67	203.43	211.18	218.93	226.69	234.44	242.19



# South Orange Country e 14 of 18 Community College District

### Full-time Academic Salary Schedule - Annual 2020-2021 2.67% Increase

Range	I	II	111	IV	v
Step					
01	73,541	77,627	81,712	85,798	89,883
02	76,265	80,350	84,436	88,521	92,607
03	78,988	83,074	87,160	91,245	95,331
04	78,988	85,798	89,883	93,969	98,054
05	78,988	88,521	92,607	96,693	100,778
06	81,712	91,245	95,331	99,416	103,502
07		93,969	98,054	102,140	106,225
08		96,692	100,778	104,864	108,949
09		96,692	103,502	107,587	111,673
10		96,692	106,225	110,311	114,397
11		99,416	108,949	113,035	117,120
12			111,673	115,758	119,844
13			114,397	118,482	122,568
14			114,397	121,206	125,291
15			114,397	123,930	128,015
16			117,120	126,653	130,739
17				129,377	133,463
18				132,101	136,186
19				132,101	138,910
20				132,101	141,634
21				134,824	144,357
22					147,081
23					149,805
24					149,805
25					149,805
26					152,528

Doctoral Stipend: \$4,118



#### Academic Salary Schedule – Rate for One (1) Lecture Hour Equivalent (LHE)

2020-2021											
Part-time Classroom Acad	emic Salary										
Classroom:	Part-time Fa Full-time / I		6% Increase ulty Intersess	ion/Summer							
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7				
Semester LHE Rate 1,405 1,461 1,517 1,573 1,629 1,685 1,74											
Semester LHE Rate/16.6         84.64         88.01         91.39         94.76         98.13         101.51         104.8											
Full-time Classroom Overle	oad Academ	ic Salary Sch	edule		1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 -						
Classroom:			3% Increase								
	Full-time Fa	culty Overloa	d								
	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7				
Semester LHE Rate	1,205	1,253	1,301	1,349	1,397	1,445	1,493				
Semester LHE Rate/16.6	72.59	75.48	78.37	81.27	84.16	87.05					
Sentester the nate/ 10.0	12.00	/ 3.40	10.57	01.27	04.10	07.05	89.94				
Part-time Non-Classroom a Disabilities Academic Sala Non-Classroom:	ry Schedule Part-time Fa	2.6 aculty	7% Increase		ry, Counseli	ng, & Learni	ng				
Disabilities Academic Salaı	ry Schedule Part-time Fa Full-time / F Full-time / F	2.6	7% Increase ulty Intersess ulty Substitut	ion/Summer	ry, Counseli	ng, & Learni	ng				
Disabilities Academic Salaı Non-Classroom: Library Counseling	ry Schedule Part-time Fa Full-time / F Full-time / F	2.6 aculty Part-time Face Part-time Face	7% Increase ulty Intersess ulty Substitut	ion/Summer	<b>ry, Counseli</b> Column 5	ng, & Learni Column 6	-				
Disabilities Academic Salaı Non-Classroom: Library Counseling	ry Schedule Part-time Fa Full-time / F Full-time / F Full-time Fa	2.6 aculty Part-time Face Part-time Face aculty Overloa	7% Increase ulty Intersess ulty Substitut d	ion/Summer :e			Column 7				
Disabilities Academic Salaı Non-Classroom: Library Counseling Learning Disability	ry Schedule Part-time Fa Full-time / F Full-time / F Full-time Fa Column 1	2.6 aculty Part-time Face Part-time Face culty Overloa Column 2	7% Increase uity Intersess uity Substitut d Column 3	ion/Summer e Column 4	Column 5	Column 6	ng Column 7 2,954 88.98				
Disabilities Academic Salar Non-Classroom: Library Counseling Learning Disability Semester LHE Rate	ry Schedule Part-time Fa Full-time / F Full-time / F Full-time Fa Column 1 2,384 71.81	2.6 aculty Part-time Fact Part-time Fact Column 2 2,479 74.67 demic Salary	7% Increase ulty Intersess ulty Substitut d Column 3 2,574 77.53	ion/Summer re Column 4 2,669	Column 5 2,764	Column 6 2,859	Column 7 2,954				
Disabilities Academic Salar Non-Classroom: Library Counseling Learning Disability Semester LHE Rate Semester LHE Rate/33.2	ry Schedule Part-time Fa Full-time / F Full-time / F Full-time Fa Column 1 2,384 71.81 Futorial Acad Part-time Fa Full-time / F Full-time / F	2.6 aculty Part-time Fact Part-time Fact Column 2 2,479 74.67 demic Salary 2.6	7% Increase ulty Intersess ulty Substitut d <u>Column 3</u> 2,574 77.53 Schedule 7% Increase ulty Intersess ulty Substitut	ion/Summer re Column 4 2,669 80.39 ion/Summer	Column 5 2,764	Column 6 2,859	Column 7 2,954				
Disabilities Academic Salar Non-Classroom: Library Counseling Learning Disability Semester LHE Rate Semester LHE Rate/33.2 Part-time Non-classroom T Non-Classroom: Tutorial (All)	ry Schedule Part-time Fa Full-time / F Full-time / F Full-time Fa Column 1 2,384 71.81 Futorial Acad Part-time Fa Full-time / F Full-time / F	2.6 aculty Part-time Fact Part-time Fact Column 2 2,479 74.67 74.67 demic Salary 2.6 aculty Part-time Fact Part-time Fact	7% Increase ulty Intersess ulty Substitut d <u>Column 3</u> 2,574 77.53 Schedule 7% Increase ulty Intersess ulty Substitut	ion/Summer re Column 4 2,669 80.39 ion/Summer	Column 5 2,764	Column 6 2,859	Column 7 2,954				
Disabilities Academic Salar Non-Classroom: Library Counseling Learning Disability Semester LHE Rate Semester LHE Rate/33.2 Part-time Non-classroom T Non-Classroom: Tutorial (All)	ry Schedule Part-time Fa Full-time / F Full-time / F Full-time Fa Column 1 2,384 71.81 Futorial Acad Part-time Fa Full-time / F Full-time / F	2.6 aculty Part-time Fact Part-time Fact Column 2 2,479 74.67 demic Salary 2.6 aculty Part-time Fact Part-time Fact Columy Overloa	7% Increase ulty Intersess ulty Substitut d <u>Column 3</u> 2,574 77.53 Schedule 7% Increase ulty Intersess ulty Substitut d	ion/Summer re Column 4 2,669 80.39	Column 5 2,764 83.25	Column 6 2,859 <b>86.11</b>	Column 7 2,954 88.98 Column 7				
Disabilities Academic Salar Non-Classroom: Library Counseling Learning Disability Semester LHE Rate Semester LHE Rate/33.2 Part-time Non-classroom T Non-Classroom: Tutorial (All) Other*	ry Schedule Part-time Fa Full-time / F Full-time / F Full-time Fa Column 1 2,384 71.81 Full-time / F Full-time / F Full-time / F Full-time Fa Column 1	2.6 aculty Part-time Factor Part-time Factor Column 2 2,479 74.67 demic Salary 2.6 aculty Part-time Factor Part-time Factor Column 2	7% Increase alty Intersess alty Substitut d Column 3 2,574 77.53 7 Schedule 7% Increase alty Intersess alty Substitut d Column 3	ion/Summer ce Column 4 2,669 80.39 ion/Summer ce Column 4	Column 5 2,764 83.25 Column 5	Column 6 2,859 <b>86.11</b> Column 6	Column 7 2,954 88.98				



# South Orange Country 16 of 18 Community College District

#### Academic Salary Schedule – Daily Rate for Extra Duty Days (Full-time Faculty) 2020-2021

Range	l	11	111	iV	V
Step					
01	413.15	436.10	459.06	482.01	504.96
02	428.45	451.41	474.36	497.31	520.26
03	443.76	466.71	489.66	512.61	535.57
04	443.76	482.01	504.96	527.91	550.87
05	443.76	497.31	520.26	543.22	566.17
06	459.06	512.61	535.57	558.52	581.47
07		527.91	550.87	573.82	596.77
08		543.22	566.17	589.12	612.07
09		543.22	581.47	604.42	627.38
10		543.22	596.77	619.72	642.68
11		558.52	612.07	635.03	657.98
12			627.38	650.33	673.28
13			642.68	665.63	688.58
14			642.68	680.93	703.88
15			642.68	696.23	719.19
16			657.98	711.53	734.49
17				726.84	749.79
18				742.14	765.09
19				742.14	780.39
20				742.14	795.69
21				757.44	811.00
22					826.30
23					841.60
24					841.60
25					841.60
26					856.90

### Academic Salary Schedule – Daily Rate for Extra Duty Days (Part-time Faculty)

Column	1	2	3	4	5	6	7
Classroom	236.8	246.24	255.67	265.11	274.55	283.99	293.43
Non-Classroom	200.9	208.99	217.08	225.17	233.26	241.35	249.44



South Orange Country 17 of 18 Community College District

#### **Column Placement Criteria:**

#### Column I/1\*

• Bachelor's Degree.

#### Column II/2\*

- Master's Degree, or
- Bachelor's Degree plus 40 semester units, including Master's Degree.

#### Column III/3\*

- Master's Degree plus 20 semester units, or
- Bachelor's Degree plus 50 semester units, including Master's Degree.

#### Column IV/4\*

- Master's Degree plus 40 semester units, or
- Bachelor's Degree plus 70 semester units, including Master's Degree, or
- Permanent Vocational Credential received prior to establishment of the Community College Credential and Bachelor's Degree.

#### Column V/5\*

- Earned Doctorate, or
- Master's Degree plus 60 semester units, or
- Bachelor's Degree plus 90 semester units, including Master's Degree, or
- Permanent Vocational Credential received prior to establishment of the Community College Credential and Master's Degree.

\*Full-time Faculty use column designators I-V, Part-time Faculty use column designators 1-5

341 342	South Orange County Community College District	Page 18 of 18 South Orange County Community College District Faculty Association, CTA/NEA
343 344 345	C.yel	A
346	For SOCCCD	For SOCSEDFA
347	Dr. Cindy Vyskoci	Lewis Long
348 349	Vice Chancellor, Human Resources	Chief Negotiator
350 351	1/9/19	1/3/19
352 353	Date	Date
354 355	Kai Ma	
356	For SOCCCD	

EXHIBIT I

For SOCCCD 357 Kim McCord

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Executive Director, Fiscal Service/Comptroller 358 359

19/19 Date

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## TENTATIVE AGREEMENT BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION, CTA/NEA May 31, 2018

8 This Tentative Agreement is entered into between the South Orange County Community College
9 District and the South Orange County Community College District Faculty Association, CTA/NEA
10 (hereinafter referred to as the "Association") and is expressly made pursuant to the Education
11 Employment Relations Act and the Collective Bargaining Agreement between the parties.

The following agreement is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

#### ARTICLE XXXI RETIRED FACULTY BENEFITS

I. Retirement Incentive Programs

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Faculty members may participate in retirement incentive programs established by the Board of Trustees in compliance with the California Education Code.

II. Reduced Workload with Full Retirement Credit (Calif. Ed. Code, Section, 87483)

A. The Board of Trustees will permit full-time faculty members to reduce their workload from full-time to part-time and have their retirement benefits based upon full-time employment. The Reduced Workload Program allows a full-time faculty member of CalSTRS to reduce his/her workload from full-time to part-time duties and receive the service credit the Unit Member would have received if the Unit Member were employed on a full-time basis and have his/her retirement allowance as well as health benefits in the same manner as if employed on a full-time basis. It is the intent of the parties that this program be carried out in compliance with Government Code Section 20815, Education Code Sections 22713, 87483, 85916, and any other applicable law.

The following are the rules and regulations for the implementation of the optional reduced load program with full retirement credit.

- 1. The option of reduced load may be exercised upon mutual agreement of both the District and the faculty member. Once the option is exercised, it is not revocable, and the faculty member may not return to a full-load, full-time status, unless agreed to by the Board of Trustees.
  - 2. To be eligible to start the optional reduced load program, the faculty member must be fifty-five (55) years of age before the beginning of the academic semester in which the reduction in workload starts.
- 503. The faculty member must have been employed full-time as an academic51employee of the District for at least ten (10) years prior to the request for52reduced load.

54 4. Except for the reduction in salary, corresponding to the reduced load, the 55 District will provide the part-time faculty member the same benefits provided a 56 regular full-time (100%) faculty member. 57 58 5. The District and the faculty member shall agree to make contributions to the 59 STRS equal to the amount required of a full-time (100%) faculty member. 60 61 6. The minimum reduced load shall be the equivalent of one-half (1/2) of the 62 number of days of service required by the faculty member's contract of 63 employment during the final year of service as a full-time (100%) position. 64 65 7. A faculty member on the optional reduced load program shall work for the 66 <u>duration of the reduction, as mutually agreed by the faculty member and the</u> 67 District, at a minimum: 68 69 a. 100% of one semester and 0% of the other semester, or 70 71 b. 50% each semester, or 72 73 c. Any assignment that will average 50% or more for two (2) semesters of the 74 academic year. 75 76 An applicant for the optional reduced load program must make application for 77 the optional reduced load program no later than February 1st for the following 78 academic year. 79 80 III. Consultant Contract Program for Retired Academic Employees 81 82 A. When need exists, the Board of Trustees may award consultancy contracts to retired 83 faculty members of the District. Following are the rules and regulations for the 84 implementation of programs of consultant contracts for retired faculty members. 85 86 1. To be eligible to start the consultant contract program, the faculty member must be at 87 least fifty-five (55) years of age before the beginning of the college year (July 1) in 88 which the consultant contract starts. 89 90 2. The faculty member must have been employed full-time (100%) or equivalent as an academic employee of the District for at least ten (10) years prior to the request to 91 92 participate in the consultant contract program. 93 94 3. The faculty member must have officially retired from the District prior to July 1 of the 95 fiscal year in which the consultant contract begins. 96 97 4. The contract may be written for a period of up to five (5) years or until the faculty 98 member reaches the age of sixty-five (65), whichever comes first. 99 100 5. The contract may be by mutual agreement for a specific annual project or service for 101 not less than thirty (30) working days per year. 102 6. The annual consultant contract compensation shall not exceed the maximum allowed 103 under the Education Code for such services. 104 105

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- Faculty members opting for this program shall continue full-time faculty benefits, and receive improved benefits awarded all other full-time faculty members, through the duration of the contract.
  - 8. An applicant for the consultant contract program must make application for the program no later than February 1st to be eligible for the following year.
- 113 IV. Health and Medical Benefits for Retirees 114

A. To be eligible for health and medical benefits after retirement, the faculty member shall concurrently retire from the District and STRS, and notify the District of his/her retirement from STRS by providing proof acceptable to the District of such retirement. If the retiree returns to active full-time service in a STRS contracting district he/she shall notify the District and the applicable insurance plan administrator of such action, at which time the benefits for both the retiree and his/her dependents as described in this provision shall cease.

- B. Present medical, vision, and dental benefits for those retirees who were employed fulltime by the District for ten (10) years immediately preceding the date of retirement and who have reached the age of fifty-five (55), and who meet the eligibility requirements described in section A above, and for the dependents of eligible retirees, shall continue until the retiree reaches the age of Medicare eligibility (in 2007, age 65).
  - C. Medicare Eligibility and Continuation of Benefits
    - 1. The District will provide supplemental medical coverage for the retired faculty member, provided the retiree has purchased Medicare A and B coverage.
    - 2. If the retiree has reached the age of Medicare eligibility but does not qualify for Medicare, benefits for the retiree will continue under the following circumstances: a. The purchase of such coverage is permitted by the health carrier; and b. The retiree pays the full cost of the medical insurance, including any penalty, fee or other cost imposed by the insurance carrier if the retiree has not purchased Medicare A and B coverage.
    - 3. If the retiree has reached the age of Medicare eligibility but a dependent has not reached such age, benefits for the dependent may continue under the following circumstances:
      - a. The purchase of such coverage is permitted by the health carrier;
        - b. The retiree has purchased Medicare A and B coverage, if eligible to purchase such coverage; and
- c. The retiree pays an amount equal to the cost of the full-time faculty member health benefit package, less the District's cost of the supplemental medical coverage for the retiree. For example, if the cost of the health benefit package for a full-time faculty member is \$1000 per month, and the District's cost for supplemental insurance for the retiree is \$600 per month, the cost to the retiree for continued dependent health benefits would be \$400 per month. If the retiree is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.

150					
159 160			d. In any given year, the increase will not be greater than 10% over the prior		
161			year cost for this coverage.		
162		4	If both the retiree and his/her dependent have reached the age of Medicare eligibility,		
163		т.	the retiree may purchase for the dependent, through the District's health benefit		
164			providers, supplemental health coverage equivalent to that provided for the retiree so		
165			long as:		
166					
167			a. Such purchase is permitted by the health carrier;		
168					
169			b. The retiree and the dependent have purchased Medicare A and B coverage, if		
170			eligible to purchase such coverage; and		
171					
172			c. The retiree pays an amount equal to the District's cost for the retiree's		
173			supplemental health coverage. If the retiree or dependent is not eligible for		
174			Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the		
175			insurance carrier.		
176					
177		5.	If the retiree is under the age of Medicare eligibility but the dependent has reached		
178			such age, health benefits for the dependent will continue under the following		
179			circumstances:		
180					
181			a. Such purchase is permitted by the health carrier;		
182					
183			b. The dependent has purchased Medicare A and B coverage, if eligible to		
184			purchase such coverage; and		
185					
186			c. If the dependent is not eligible for Medicare or otherwise fails to purchase		
187			Medicare A and B coverage, the retiree shall pay any penalty, fee or other cost		
188			imposed by the insurance carrier.		
189			이번 집 같은 것 같은		
190	D.	Aft	er the retiree reaches the age of Medicare eligibility, the retiree may purchase vision		
191			I dental benefits, for both himself or herself and for dependents, through the District's		
192		pro	oviders so long as:		
193			Ouch numbers is a second to the back of the state of the		
194		1.	Such purchase is permitted by the health carrier;		
195		0	Repetite for retirees are grouped in a concrete rate from the path of a the track of the track o		
196 197		2.			
198			group; and the retiree pays the full cost of such benefits.		
199	F	Oth	ner coverage for the faculty member and coverage for the dependents is subject to		
200	<b>L</b> .	an	blicable state and federal laws providing for such coverage.		
201		ap	sicable state and rederal laws providing for such coverage.		
202	V Em	eritu	is Faculty Privileges		
203	•••	omu			
204	A	Flic	gibility		
205	/	5	······		
206		An	y full-time faculty member who retires from the District shall receive emeritus status. $_{\overline{\tau}}$		
207		$\frac{1}{2}$ $\frac{1}$			
208		and he/she desires emeritus status, the retiring faculty member must submit a request			
209		for emeritus status to the District Office of Technology and Learning. The Office of			
210		Technology and Learning will submit the matter to a special panel composed of two			
211			mbers appointed by the Academic Senate and two members appointed by the		

212 College President, and a fifth member to be determined by the appointed panel 213 members. The special panel will make a recommendation to the Board of Trustees, 214 which will determine whether to grant emeritus status to the faculty member. If the Board should elect not to follow the panel's recommendation, a written explanation of the 215 216 Board's decision and its reasons will be made to the members of the panel. 217 218 **B.** Privileges 219 220 1. Faculty members granted Emeritus status will be issued official college identification 221 designating their status, and their names will be retained in the College catalog. 222 223 2. Emeritus faculty will be granted lifetime event, library and faculty parking privileges, 224 and upon request, lifetime email access. 225 226 South Orange County Community College South Orange County Community District 227 District Faculty Association, CTA/NEA 228 229 230 231 232 For SOCCCD For SOCCCDFA 233 Dr. Cindy Vyskocil Lewis Long 234 Vice Chancellor, Human Resources Chief Negotiator 235 236 5 31 5/31/18 237 238 Date 239 240

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faculty members receiving reassigned time shall be mutually arranged by the faculty members, the supervising College administrators and the District so as to minimize			
disruption to the educational process and with the intent of allocating reasonable periods			
of time for negotiations and the conducting of Association business. The following apply:			
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51		iiOne (1) LHE as described in the Part-time Classroom Academic Salary
52		Schedule, or during periods when the parties are in formal negotiations to
53		establish a new collective bargaining agreement, three (3) LHE, for the
54		Chief Negotiator.
55		
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57		ARTICLE XV
58		WORKLOAD
59		
60	١.	Workload
61		
62		A. General Provisions
63		
64		All faculty members covered by the Master Agreement are by definition
65		instructional/teaching faculty, and their regular contracted duties and responsibilities are
66		instructional and teaching in nature. This applies to all full-time and part-time faculty, and
67		includes all mediated and classroom instructors as well as all faculty whose normal or
68		occasional duties and activities are nontraditional or non-classroom in nature, such as
69		counselors, librarians, learning disability specialists, learning assistance instructors, student
70		health center nurse(s), and any and all others who are included in the Academic Employee
71		bargaining unit within the District.
72		
73	II.	Instructional <u>Aa</u> ctivities
74		
75		A. <u>Categories of Instructional Activities For Which LHE is Assigned</u>
76		
77		For the purposes of determining faculty werk loads, each instructional activity will be
78		assigned to one of the following five categories as defined in Article IV. A
79		committee comprised of representatives of the colleges and/or District
80		Services, the Academic Senates of each college, and the Faculty Association
81		will meet annually to assign courses to the appropriate category.
82		1 Lesture
83		<u>1. Lecture</u>
84 85		<u>2. Laboratorγ</u> 3. Practicum
85 86		
87		4. Learning Centers/Tutorial 5. Library, Counseling Services, and Learning Disability Specialists
88		5. Library, Counseling Services, and Learning Disability Specialists (Instructional Activities)
89		(Instructional Activities)
90		A. Lecture
91		Instructional activity in which the workload is divided between student contact
92		activities and preparatory activities, including but not limited to lecture
93		preparation, course material development, responding to student work and
94		grading.
95		B. Laboratory
96		Instructional activity in which the workload is divided between student contact
97		activities and preparatory activities, including but not limited to laboratory
98		preparation, course material development, responding to student work and
99		grading. Instruction is normally delivered on a group basis. Laboratory
100		assignments are characterized by the need for preparatory time for the faculty
101		member and issuance of a grade for work completed in the laboratory by the

102	stuc	lent. The grading criteria should be outlined in the Course Outline of Record
103		Syllabus providing some weight to the final grade. Both preparatory time and
104		ssuance of a grade are part of laboratory instructional activities. Beginning
105		the 2016-2017 academic year, courses that were previously classed as
106	Lab	pratory assignments and credited for faculty load at 1 hour of student contact
107		1 hour of preparation for each LHE (see Appendix B) will continue to be
108		sified as Laboratory assignments.
109	C. Prac	ticum
110	Inst	ructional activity in which instruction is delivered primarily during student
111	cont	act activities with some necessary instructor preparation. This activity
112	inclu	Ides courses in which the learning objectives are demonstrated through
113	stud	ent participation. Beginning with the 2016-2017 academic year, courses that
114		previously classed as Laboratory assignments and credited for faculty load
115		2 hours of student contact and 0.8 hours of preparation for each LHE will be
116		sified as Practicum assignments.
117	D. Lear	ning Centers/Tutorial
118	Instr	ructional activities such as learning assistance or learning centers, in which
119	the a	assignment is fulfilled entirely by student contact activities, with no
120		aratory activities. Instruction is normally delivered on an individual basis.
121		ary, Counseling Services, and Learning Disability Specialists Instructional
122		vities such as library services, counseling services, and learning disability
123		ices in which the assignment is fulfilled primarily by student contact activities
124		in an assigned period.
125		
126	A co	mmittee comprised of representatives of the colleges and/or District Services, the
127	Acad	lemic Senates of each college, and the Faculty Association will meet annually to
128		in courses to the appropriate category.
129		
130	<b>##B.</b> L	ecture, Laboratory, <u>and</u> Practicum and Tutorial Assignments:
131		
132	<u>1.</u>	Full-time faculty members who instruct lecture, and laboratory, practicum and
133		tutorial courses will be assigned 30-32 LHE per academic year. The normal
134		work load for full-time faculty shall be thirty (30) LHE per year, normally assigned
135		as fifteen (15) LHE per semester. If load is over 30 LHE, LHE in excess of 30, but
136		not to exceed 32 will be paid from the Full-time Overload/Part-time Non-
137		classroom/Classroom appropriate aAcademic sSalary sSchedule (see
138		Appendix A). The final adjustment payment will be paid on the last working day of
139		April to allow for adjustments from the fall and spring loads. LHE in excess of 30,
140		but not exceeding 32, which are part of a faculty member's normal load will not
141		be considered overload, and will not limit overload as allowed in this Agreement.
142		
143	<u>2.</u>	The normal number of separate course preparations for a normal full-time faculty
144		member's work load per semester shall not exceed three (3). In special
145		situations, with the agreement of the faculty member, a faculty member may
146		teach more than three (3) separate preparations.
147		
148	<u>3A</u> .	Lecture <u>, and</u> laboratory, practicum and tutorial instruction will be calculated on
149		a contact hour (50 minutes).
150		
151	<del>B.</del>	One Lecture Hour Equivalent (1 LHE) shall be defined as one semester
152		hour of lecture instruction.

1544C.Lecture, and laboratory, practicum and tutorial workworkloads will be 30-32 L155per academic year, calculated and compensatedaccording to the followin156ratios:157158Contact HoursLHE for load15911160Lecture11161Laboratory11162Practicum1.2 (5/6)116416411	-HE Ig
155per academic year, calculated and compensated according to the followin156ratios:157158158Contact Hours159LHE for load160Lecture161Laboratory162Practicum163Tutorial21	ıg
156       ratios:         157         158       Contact Hours       LHE for load         159         160       Lecture       1       1         161       Laboratory       1       1         162       Practicum       1.2 (5/6)       1         163       Tutorial       2       1         164       Lecture       1       1	9
158       Contact Hours       LHE for load         159       160       Lecture       1       1         161       Laboratory       1       1       1         162       Practicum       1.2 (5/6)       1       1         163       Tutorial       2       1       1         164       164       1       1       1	
159     160     Lecture     1     1       161     Laboratory     1     1       162     Practicum     1.2 (5/6)     1       163     Tutorial     2     1       164     164     164     1	
159         160       Lecture       1       1         161       Laboratory       1       1         162       Practicum       1.2 (5/6)       1         163       Tutorial       2       1         164	
160       Lecture       1       1         161       Laboratory       1       1         162       Practicum       1.2 (5/6)       1         163       Tutorial       2       1         164       1       1       1	
161       Laboratory       1       1         162       Practicum       1.2 (5/6)       1         163       Tutorial       2       1         164	
162         Practicum         1.2 (5/6)         1           163         Tutorial         2         1           164         2         1	
163 <u>Tutorial</u> 2 1 164	
164	
165 Example: Digital Photography 5/6 (units lecture/lab per week)	
166 3 Hours Lecture = 3 LHE	
167 6 Hours Practicum = $5 LHE$	
168 8 LHE for load	
169 8 LHE 101 1080	
170 <b>D65</b> . Lecture Provisions:	
170 <b>20<u>5</u>. Lecture Provisions.</b> 171	
174 <b><u>b2</u></b> . The minimum <u>course</u> section enrollment will be eighteen (18) for class	
175 capped at 25 or below, or twenty-two (22) for a class capped above 25.	
177 <u>c3</u> . The Dean may authorize a <u>coursesection</u> with less than the minimum	
178 enrollment for conditions such as academic and/or pedagogic rationale	,
179 safety, limited number of workstations, mandated program limits, acade	mic
180 sequential programs, and intercollegiate athletics.	
181	
182 <u>d4</u> . Large Lecture Assignments: Large lecture <u>coursessections</u> will have a	มา
183 enrollment of more than 45 students. The following conditions apply:	
184 <u>ia</u> . Large lecture <u>coursessections</u> must be pre-approved and sche	duled
185 by the Dean.	
186	
187 <u>b</u> . <u>Large lecture compensation will be calculated by the Dean</u>	<del>on</del>
188 Census Day using the formula in 'e' below.	
189	
190 <b><u>iie</u></b> . The course must be listed in the general catalog of the college a	and
191 offer units.	
192	
193 <u>iiid</u> . Consent of the faculty member(s) is required.	
194	
195 <u>ive</u> . Large lecture compensation will be calculated on Census D	ay
196 using the following formula: For sections with Aan enrollme	
197 forty-six (46) to sixty (60) and for every increment of fifteen (15)	
198 thereafter (for example, 61-75), one (1) additional LHE accordin	g to
199 the appropriate salary schedule (see Appendix A) shall be assig	ined
200 to the faculty member's workload (Rrefer to Section V, B, of this	
201 Article).	

204       overload limit.         205       5e.       Small Lecture Assignment (Contracted Classes): Small lecture sections are established when there are extenuating circumst will enroll at least four (4) but less than the course's section's number of students as described in section D(2) above. The momon cause for engaging a small lecture class section would when a class section is scheduled to be canceled, and the class is needed to meet specific needs of the students affected. The conditions apply:         214       215       ai.       Enrollments will be monitored by the Dean.         216       217       bii.       Mutual consent of the faculty member and the Dean is needed to first will be monitored by the Dean.         216       217       bii.       Mutual consent of the faculty member and the Dean is needed to first will be monitored by the Dean.         218       220       citie.       The course must be listed in the general catalog of the or and offer units.         221       222       city.       The course section must be well planned and structure follow the approved course outline on file with the state.         223       ev.       An individual course section contract will be established the Dean and the faculty member. The contract will inclust total number of hours, meeting dates and times.	ances and minimum ost uld occur <b>ss course</b> following equired. college
2065e.Small Lecture Assignment (Contracted Classes): Small lecture sections are established when there are extenuating circumst will enroll at least four (4) but less than the course's section's number of students as described in section D(2) above. The me common cause for engaging a small lecture class section would when a class section is scheduled to be canceled, and the class is needed to meet specific needs of the students affected. The conditions apply:214ai.Enrollments will be monitored by the Dean.215ai.Enrollments will be monitored by the Dean.216bii.Mutual consent of the faculty member and the Dean is no and offer units.219ciii.The course must be listed in the general catalog of the or and offer units.221civ.The course section follow the approved course outline on file with the state.223ev.An individual course section course outline on file with the state.224ev.An individual course section total number of hours, meeting dates and times.	ances and minimum ost uld occur <b>ss course</b> following equired. college
207       sections are established when there are extenuating circumst will enroll at least four (4) but less than the course's section's number of students as described in section D(2) above. The m common cause for engaging a small lecture class section would when a class section is scheduled to be canceled, and the class is needed to meet specific needs of the students affected. The conditions apply:         214       is needed to meet specific needs of the students affected. The conditions apply:         218       ai.         219       bii.         210       bii.         211       mutual consent of the faculty member and the Dean is no conditions apply:         214       ai.         215       ai.         216       bii.         217       bii.         218       conditions end the course must be listed in the general catalog of the course follow the approved course outline on file with the state.         221       civ.         222       civ.         223       civ.         224       course section course outline on file with the state.         224       course section course outline on file with the state.         224       course outline on file with the state.         225       ev.       An individual course section course outline on file with the state.         226       ev.       An individual course section course course.	ances and minimum ost uld occur <b>ss course</b> following equired. college
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219 <b>eiii</b> .The course must be listed in the general catalog of the orand offer units.220and offer units.221 <b>div</b> .The <u>course section</u> must be well planned and structure follow the approved course outline on file with the state.223 <b>ev</b> .An individual <u>course section</u> contract will be established the Dean and the faculty member. The contract will incluse total number of hours, meeting dates and times.	ed, and
220and offer units.221div.The course section must be well planned and structure follow the approved course outline on file with the state.223ev.An individual course section contract will be established the Dean and the faculty member. The contract will inclu total number of hours, meeting dates and times.	ed, and
221div.The course sectionmust be well planned and structure follow the approved course outline on file with the state.223ev.An individual course sectioncontract will be established the Dean and the faculty member. The contract will inclu total number of hours, meeting dates and times.	ed, and
222div.The course sectionmust be well planned and structure follow the approved course outline on file with the state.224ev.An individual course sectioncontract will be established the Dean and the faculty member. The contract will inclu total number of hours, meeting dates and times.	ed, and
223follow the approved course outline on file with the state.224ev.225ev.226An individual course section the contract will be established the Dean and the faculty member. The contract will include total number of hours, meeting dates and times.	ed, and
223follow the approved course outline on file with the state.224ev.225ev.226An individual course section contract will be established the Dean and the faculty member. The contract will include total number of hours, meeting dates and times.	
224225ev.An individual course sectioncontract will be established226the Dean and the faculty member. The contract will inclu227total number of hours, meeting dates and times.	
the Dean and the faculty member. The contract will inclu total number of hours, meeting dates and times.	
226the Dean and the faculty member. The contract will include227total number of hours, meeting dates and times.	d between
total number of hours, meeting dates and times.	
228	
229 <u>fvi</u> . Small lecture compensation will be pro-rated per enrolln	nent and
230 paid according to rate specified in Appendix Bthe ap	nronriate
231 <u>salary schedule using the ratios specified below:</u>	propriate
232	
233 ia) If the class maximum enrollment is twenty-fiv	(25) or
234 <u>below, compensation will be determined by c</u>	
235 <u>the number of enrolled students at census, b</u>	inviaing
236 <u>fewer than the number of enrolled students at census, b</u>	ut no
	by that
239 <u>percentage;</u> 240	
242 (25), compensation will be determined by div	
243 <u>number of enrolled students at census, but n</u>	
244 than the number of enrolled students on the	
245 of instruction, by twenty-two (22), and multip	
246 appropriate compensation for the section by	<u>that</u>
247 percentage.	
248	
249 <u>f6</u> . Team teaching <u>course:section</u> : The total LHE assigned to the	e team that
250 teaches the coursesection normally shall not exceed the total	LHE
251 assigned to the course. A team-taught <u>coursesection</u> will nor	mally have
252a maximum enrollment of forty-five (45) students. This maximum253enrollment will not be exceeded without the permission of the factor	
	aculty

254		memb	ers. In the event that a team-taught ecursesection is identified as
255			e lecture course section (refer to III, D, 4, and V, B, of this Article),
256			al large lecture compensation will be distributed as the LHE is
257			uted among the team that teaches the course.section.
258			
259	<u>q7</u> .	Directe	ed (independent) Study: Directed (independent) study
260		classe	sesections may be offered when authorized by state law and
261		Board	policy, and subject to the approval of the applicable <b><u>Dd</u>ean</b> . All
262		acade	mic employees are eligible to instruct a directed study
263			esection(s). The following conditions apply:
264		<u></u>	(c). The following conditions apply:
265		ia.	The Dean will identify and/or approve all directed study sections.
266			i. A syllabus and student contract for each study sections.
267			must be on file with the Dean.
268			indet be on me wan the beam
269			ii. ——A project, test, paper and/or presentation must be
270			<u>successfully completed by each student.</u>
271			decoording completed by each student.
272		ii <b>b</b> .	Consent of the faculty member is required.
273		<u>119</u> .	Consent of the faculty member is required.
274		~	Directed study sections may involve from one (1) to no more
275		<u>6.</u>	than three (3) students.
276			man mice (3) students.
277		d	The appianed foculty member shell most with the student(s)
278		<u>d.</u>	The assigned faculty member shall meet with the student(s)
279			for a minimum of eight (8) contact hours during the semester.
280		ilie	The time cohoduled for directed study continue means the init is
281		<u>iiie</u> .	The time scheduled for directed study section may not coincide
			with the faculty member's other assignments.
282		i. <b>4</b>	Directed study eastions will not count to work the fact the
283		<u>iv<del>f</del>.</u>	Directed study sections will not count toward the faculty member's
284			contractual work
285			
286		<u>v</u> .	The faculty member shall be compensated with LHE according to
287			the Full-time Overload/ Academic Salary Schedule or the Part-
288			time Non-classroom appropriate aAcademic sSalary
289			<b>ss</b> chedule (see Appendix A) for eight (8) contact hours (see 'd'
290			above).
291			Directed study eastings may investigate (a)
292		<u>vif.</u>	Directed study sections may involve from one (1) to no more
293			than three (3) students.
294			
295		<u>vii<del>g</del>.</u>	A syllabus or course outline of record and student contract
296			for each study section must be on file with the Dean.
297			
298		<u>viii<del>h</del>.</u>	The assigned faculty member shall meet with the student(s)
299			for a minimum of eight (8) contact hours during the semester.
300			그렇게 방법
301		ixi.	A project, test, paper and/or presentation must be
302			successfully completed by each student.
303		_	
304	<u>h8</u> .	Produc	tivity Incentive and Class Averaging:

		ja.	If a faculty membe	r has an average of forty-	five (45) students per
			classsection or a	a total of two-hundred twe	nty-five (225) students
				ne/she shall be allowed to	
				er than four separate class	
				er than lour separate erat	seesections.
		iib	If a faculty mamba	when on evenese of thist.	
		<u>ii<del>b</del>.</u>		r has an average of thirty	
			classification or g	reater (150 students per s	semester), he/she shall
			be allowed to teac	h one (1) <u>classsection</u> w	hich does not meet
				llment as defined in Section	on D(2) above,
			provided he/she st	till has 150 students.	
		<u>iiie.</u>	A faculty member	may not claim large lectu	re compensation (see
			section III.D.4 abo	ve) for any <u>classsection</u>	which is used for the
				roductivity Incentive or CI	ass Averaging as
			described above.		
	₩C.	Non-Classroo	m Assignments: Full	-time faculty members wh	no provide tutorial.
		library, counse	eling and learning dis	sability services will be as	signed 30 LHE per
		academic yea	r. WorklLoad hours	will focus on direct stude	nt contact. outreach.
		and program s	specific assignments	. The Dean has the right	to assign to and/or
		approve of ea	ch full-time faculty m	nember's <u>work</u> load. The I	Dean and faculty
		member will	mutually agree to o	office hours, and commi	ttee/college service
		hours.		inter interior and commi	
		1A Tutorial co	ordinatore librarian	s, learning disability spec	iolista and courseling
		hours will l	be calculated on a d	lock hour (60 minutes) ba	aists, and counseling
		thereof).	oc calculated on a c	lock flour (00 fillinutes) ba	sis (or portions
		uncreory.			
			ordination	0	
			bed in Article XV,	2	1
			, subsection D abo		
			, subsection b ape		
		Library		2 2 2	1
		Counseling	-	2	1
		Learning E	Disability	2	1
				ection III, of this Article):	_
		<u>i.</u>		brarians may include a m	
				nent per semester within	their workload
			assignment.		
		<u>ii.                                   </u>	Learning Disability	Specialists' assignments	may vary.
	<u>DC</u> . <u>I</u>	<u>earning Cente</u>	r Instruction: All Le	earning Center assignmer	nts will be exclusively
		itorial.		J	
<u>  </u>	ll. Ove	rload			
	•	The deep will	l concidor full thur		
	<u>A.</u>	net time for	i consider tull-time	e faculty for overload as	signments before
		part-time tac	ulty members rece	eive assignments.	

356		B. Overload assignments may not exceed ten (10) LHE per semester.
357		
358		C. Only full-time faculty members can work overload.
359		
360		D. Instructional assignments outside the traditional Fall and Spring semester
361		do not constitute an overload assignment.
362		E Overlaged enginements will be extended at the state of the state of
363 364		E. Overload assignments will be calculated by the following ratios and
365		compensated in accordance with the appropriate academic salary schedule:
366		Schedule.
367		Contact Hours LHE
368		Lecture 1 1
369		Laboratory 1 1
370		Practicum 1 1
371		Tutorial 2 1
372		
373		Clock Hours LHE
374		Tutorial Coordination
375		(as described in Article XV,
376		Section II, subsection C above) 2 1
377		Library 24 1
378		Counseling 21 1
379		Learning Disability 21 1
380 381	N/	Port Time Worklood (NOVED EDON VIII halow )
382	<u>IV.</u>	Part-Time Workload [MOVED FROM VII, below.]
383		The Dean has the right to assign and approve each part-time faculty
384		member's workload and particular assignment(s). Part-time faculty members may be
385		assigned classroom and non-classroom workload assignments. The Dean has the right
386		to assign and approve each part-time faculty member's workload.
387		
388		A. Part-time faculty members may accept employment and workload assignments.
389		However, there are no guarantees for part-time assignments. The following
390		considerations, order of employment (offer), and conditions apply in order of
391		priority for the fall and spring semesters:
392		
393		1. Full-time faculty members will receive their assigned workloads and
394		appropriate overload(s) for the fall and spring semesters.
395		
396		2. <u>Part-time faculty members establish priority rehire eligibility and</u>
397		receive assignments as follows:
398 399		• Priority rehims aligibility is astablished in such distance (
399 400		a. Priority rehire eligibility is established in each division/school within each college separately, and is not transferable
400		within each college separately, and is not transferable.
401		b. A part-time faculty priority rehire eligibility list will be
402		established for assignments commencing in the Fall 2020
404		semester and updated every fall semester thereafter.
405		connector and aparton overy fair semester increation.

406	i. For initial establishment of the part-time faculty priority
407	rehire eligibility list, priority rank will be determined by
408	ordering eligible part-time faculty, as described below,
409	on the list by the initial hire date.
410	on the list by the Initial line date.
410	
	ii. Thereafter, part-time faculty who become eligible for
412	priority rehire, as described below, will be added to the
413	priority rehire eligibility list at the beginning of each
414	spring semester for assignments in the subsequent fall
415	and spring semester.
416	
417	iii. Part-time faculty who establish eligibility during the
418	ni. I diretime faculty who establish engibility during the
418	prior fall semester shall be ranked according to initial
	hire date as a part-time faculty member and added to the
420	bottom of the priority rehire eligibility list in that order.
421	
422 <u>c.</u>	To establish priority rehire eligibility, a part-time faculty
423	member must:
424	
425	i. have held an assignment during three of the previous
426	six fall and spring semesters;
427	Six ian and spring semesters,
427	ii have reactived an averall action of #M. 1. Or 1. 1. 1
	ii. have received an overall rating of "Meets Standards"
429	or better in two consecutive evaluations as
430	established in each division/school within each
431	college (at the time of initial implementation of this
432	provision, previous evaluations will count toward
433	establishing priority rehire eligibility);
434	
435	a. For purposes of priority rehire eligibility, if a
436	faculty member does not receive a timely
437	evaluation as specified in Article XVII.III.B of this
438	
439	Agreement, the evaluation that should have been
	completed will be considered as a "Meets
440	Standards" evaluation if the offer of an
441	assignment is made for the following semester.
442	However, this provision does not preclude the
443	District from subsequently evaluating the part-
444	time faculty member in accordance with Article
445	XVII.
446	
447	b. An out-of-sequence evaluation may be conducted if
448	approved by the Vice Chancellor of Human
449	
	Resources in consultation with the Association. An
450	out-of-sequence evaluation refers to an evaluation in
451	addition to a regularly scheduled evaluation as
452	described in Article XVI.
453	
454	(i). An evaluation conducted in place of a
455	missed evaluation will not be considered
456	an "out-of- sequence" evaluation.
	an out of ocquerioe evaluation.

457	
458	(ii). An out-of-sequence evaluation of a
459	faculty member will not be considered a
460	substitute for the evaluation as
461	conducted according to the timeline
462	specified in Article XVII.
463	Specifica in Article AVII.
464	iii. An out-of-sequence evaluation may not
465	be used to establish priority rehire
466	eligibility.
467	engibility.
468	iii. Classified employees and managers teaching part-time
469	<u>are not eligible for priority rehire eligibility.</u>
470	are not engible for priority renire engibility.
471	iv. Assignments to coach an intercollegiate sport, related
472	
472	intercollegiate sections, and other part-time teaching
475	assignments specifically connected to the
474	intercollegiate coaching duties cannot be used to
475	establish priority rehire eligibility for
476	Kinesiology/Athletics assignments.
	To opticallical priority achieves that the second section of the second
478 <u>d.</u> 479	To establish priority rehire eligibility, a retired full-time faculty
479	member must:
	i have been as black and the state of the
481	i. have been re-hired as a part-time faculty member;
482	
483	ii. have received an overall rating of "Meets Standards" or
484	better in the most recent evaluation before retirement
485	from full-time status,
486	
487	iii. have received an overall rating of "Meets Standards" or
488	better in the next scheduled evaluation conducted under
489	Article XVII after the faculty member's re-hiring in part-
490	time status.
491	
492	If a retired full-time faculty member who has resumed
493	teaching under part-time status does not receive a
494	timely evaluation as specified in Article XVII.III.B of this
495	Agreement, the evaluation that should have been
496	completed will be considered as a "Meets Standards"
497	evaluation if the offer of an assignment is made for the
498	following semester.
499	
500	This provision does not preclude the District from
501	subsequently evaluating a faculty member in
502 ·	accordance with Article XVII.
503	
504	iv. have a medical certificate on file with Human Resources
505	(see Calif. Ed. Code, §87408.5).
506	

507	<u>e.</u>	<u>To r</u>	naintain p	priority rehire eligibility, a part-time or retired full-
508				nember teaching part-time must meet the
509		follo	wing con	nditions:
510				
511		<u>i.</u>		n an overall rating of "Meets Standards" or better
512			on evalu	uations conducted pursuant to Article XVII of this
513				ent. If a faculty member does not receive a
514			timely e	valuation as specified in Article XVII.III.B of this
515				ent, the evaluation that should have been
516			complet	ed will be considered as a "Meets Standards"
517				on if the offer of an assignment is made for the
518			followin	g semester.
519				
520			This pro	ovision does not preclude the District from
521				uently evaluating a faculty member in
522				nce with Article XVII.
523				
524			(a) Ir	n the event that a part-time faculty member with
525				riority rehire eligibility receives an overall rating
526				f "Partially Meets Standards" in an evaluation,
527				
528				(i) the part-time faculty member will be
529				given a performance improvement plan,
530				including follow- up activities, dates of
531				completion, and measurable outcomes
532				to address those performance issues
533				requiring correction;
534				
535				(ii) the part-time faculty member will be
536				evaluated by the dean during the first
537				semester in which an assignment is
538				offered and accepted. If this evaluation
539				yields an overall rating of "Partially
540				Meets Standards" or "Below
541				standardUnsatisfactory," priority rehire
542				eligibility is revoked.
543				
544			<u>(b) Ir</u>	n the event that a part-time faculty member with
545			р	riority rehire eligibility receives an overall rating
546			0	f "Below standardUnsatisfactory," in an
547			e	valuation,
548				
549			(i	) the evaluation will revert to the dean as
550				specified in Article XVII.III.A.4.d.v;
551				
552			(i	i) If the dean's evaluation remains "Below
553				standardUnsatisfactory," eligible status
554				shall be revoked.
555				
556		<u>ii.</u>	Maintain	regular employment. If a faculty member with
557				rehire eligibility fails either to request an

558	assignment as specified in e below, or to accept an
559	assignment as specified in subsection IV.C below, for
560	two (2) consecutive semesters, not including summer,
561	except in cases of an approved leave of absence,
562	priority rehire eligibility is revoked.
563	
564	iii. In the event that a part-time faculty member has lost (as
565	described above) and then regained priority rehire
566	eligibility, seniority will depend on the most recent date
567	on which eligibility was reestablished.
568	
569	f. Subject to the availability of requested courses or
570	assignment as specified below, part-time faculty members
571	who have established priority rehire eligibility according to
572	this article are entitled to a minimum assignment as follows:
573	
574	i. Part-time faculty members who have established priority
575	rehire eligibility according to this article and who have
576	completed an average of at least six (6) LHE, or six (6)
577	weekly counseling/tutorial/library hours, during each of
578	the previous four (4) semesters shall be entitled to a
579	minimum assignment of six (6) LHE or six (6) weekly
580	counseling/tutorial/library hours.
581	
582	ii. Part-time faculty members who have established priority
583	rehire eligibility according to this article and who have
584	completed an average of at least three (3) but fewer than
585	six (6) LHE, or three (3) but fewer than six (6) weekly
586	counseling/tutorial/library hours, during each of the
587	previous four (4) semesters shall be entitled to a
588	minimum assignment of three (3) LHE or three (3)
589	weekly counseling/tutorial/library hours.
590	
591	iii. Part-time faculty members who have established priority
592	rehire eligibility according to this article and who have
593	completed an average of at least one but fewer than
594	three (3) LHE, or at least one but fewer than three (3)
595	weekly counseling/tutorial/library hours during each of
596	the previous four (4) semesters shall be entitled to a
597	minimum assignment of one (1) section or one (1)
598	weekly counseling/tutorial/library hour.
599	
600	Semesters that a part-time faculty member is on Human
601	Resources- approved leave shall not count in calculating the
602	average LHE/semester.
603	
604	For a non-classroom assignment, an assignment will not be
605	considered available if the number of hours scheduled for
606	assignable duties necessary to fulfill the assignment have
607	already been assigned to a full- time faculty member or more
608	senior part-time faculty member.

609		
610		For a classroom assignment, an assignable section will not
611		be considered available if:
612		
613		i. the section has already been offered to and accepted
614		by a full-time faculty member as part of load or
615		overload,
616		
617		ii. the section has been already offered to and accepted
618		by a more senior part-time faculty member as defined
619		in subsection h below,
620		in subsection n below,
621		iii. the section's scheduled time does not meet the
622		
		availability of the senior part-time faculty member as
623		described in her or his assignment request as
624		described in subsection g below,
625		
626		iv. the part-time faculty member does not have the
627		demonstrated competence to teach a specific course
628		as specified in i below,
629		
630		v. the section is not offered in a given semester,
631		
632		vi. the section has been canceled.
633		
634		Priority rehire eligibility does not guarantee an assignment,
635		or assignment of specific courses, or an assignment of a
636		section added after the development of the initial schedule.
637		
638	g.	Prior to the semester during which the assignment will be
639		performed, the dean or designee will initiate a request to all
640		part-time faculty members for assignment preferences for that
641		semester, and allow no fewer than ten days for faculty
642		members to respond. Eligible part-time faculty members will
643		specify the amount of requested assignment, the requested
644		courses, and the times available for assignment.
645		
646	h.	In the event that two instructors have requested the same
647	<u></u>	section, or that there is limited availability of sections of
648		requested courses, the faculty member with the higher priority
649		
650		rehire ranking as described above will receive the assignment
651		in the absence of the conditions described under subsection f
652		above.
653	i.	<u>Courses requested for priority assignment at a college must be</u>
654		courses for which the part-time faculty member has
655		demonstrated competency by having previously taught the
656		same course within the school/division during the previous
657		eight semesters.
658		

659		i. If the part-time faculty member who has established priority
660		rehire rights does not receive an assigned load at least equal to
661		the load to which the part-time faculty member is entitled under
662		subsection f above, the dean will, upon request, provide a
663		written response stating the reasons for the lack of
664		assignment.
665		
666		Then consideration shall be given to returning part-time faculty who
667		have received a rating of satisfactory or better during the prior three
668		consecutive evaluation periods.
669		
670		3. All other part-time faculty will be considered for assignment.
671		
672	В.	The formal offer of a part-time assignment must be made in writing.
673		ine fermal ener et a part time accignment mast be made in writing.
674	<u>C.</u>	Once a formal offer of an assignment has been made, the part-time faculty
675	<u>.</u>	member will have five days to accept or decline in writing part or all of the
676		assignment. Failure to accept an assignment within five days of the date of
677		the formal offer may result in the loss of priority rehire eligibility rights for
678		that semester.
679		that semester.
680	DB.	The Deep may concel the accimment of any part time feaulty member to much a
681		The Dean may cancel the assignment of any part-time faculty member to provide a full workload (15 LHE) assignment to a full time faculty member.
		full work load (15 LHE) assignment to a full-time faculty member.
682 682	EO	Once on easimement has been affered to and south the state of the
683	<u>E</u> .	Once an assignment has been offered to and accepted by a part-time faculty
684		member, <u>Tthe Dean may not cancel the assignment for the purpose of providing a</u>
685		full-time faculty member with overload.
686	ED	
687	FÐ.	A maximum assignment within the District will be no more than sixty-seven
688		percent (67%) of a full-time faculty workload, or ten (10) twenty (20) equivalent
689		LHE per academic year and no more than eighty percent (80%) of a full-time
690		faculty load or twelve (12) equivalent LHE in any given semester, so long as
691		the annual load is no more than sixty-seven percent (67%) or twenty (20)
692		LHE. (Calif. Ed. Code § 87482.5).
693		
694		Any part-time faculty member employed for more than seventy-five percent
695		(75%) of a full-time load, or eleven and one-quarter (11.25) LHE, during a
696		given semester will be entitled to full-time faculty benefits and paid for that
697		semester according to the Full-time Academic Salary Schedule (Appendix A).
698		
699	<u>GE.</u>	Part-time faculty members may provide service in professional ancillary activities
700		and be compensated for such services which will not impact their status as a
701		temporary employee (Calif. Ed. Code, Section, § 87482.5).
702		
703	Н.	Part-time faculty will be paid for the first week of an assignment when a
704		section is canceled less than one week before the section is scheduled to
705		begin.
706		승규는 것 같아요. 그는 것 같아요. 정말 이 것 같아요. 그는 그는 것 같아요. 그는 것 ? 그는 그는 것 ? 그는 그는 것 ? 그는 그는 것 ? 그는
707		If a section meets more than once per week, part-time faculty should be paid
708		for all section meetings that were scheduled for that week (Calif. Ed. Code,
709		§87482.8(b)).

		<u>A retiree from the District</u> to have a medical certific		esources (see Calif. Ed
		Code Section 87408.5)		
	<u>IG</u> .	Part-time assignments will	be calculated and compen	sated by the following rat
			Contact Hours	LHE
		Lecture	1	1
		Laboratory	1	1
		Practicum	1	1
		Tutorial	2	1
			Clock Hours	
		Tutorial Coordination	Clock Hours	
		(as described	<u>011</u>	
		in Article XV, Secti	on II.	
		subsection C abov		1
		Library	<u> </u>	
		Counseling		1
		Learning Disability	<u>27</u> 91	
		Loanning Dioability	<u>ET</u>	
	J.	Nothing in this Agreeme	ent precludes the Distric	t from terminating a par
		time faculty member pu		
			rsuant to a personnel ac	tion initiated in accorda
		with Education Code Se	rsuant to a personnel ac	tion initiated in accordation
		with Education Code Se	rsuant to a personnel ac ection 87665.	tion initiated in accorda
V.	Co	with Education Code Se	rsuant to a personnel ac ection 87665.	tion initiated in accorda
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761		
762		d. the worksite location is greater than fifteen (15) miles from
763		the College;
764		
765		e. the faculty member and student are on different work
766		schedules;
767		
768		f. the faculty member and student are working in a virtual
769		offices; or
770		
771		g. in case of emergency or security of the instructor/student.
772		
773		Under one of these circumstances, the faculty member may use
774		alternative means to consult, such as the telephone, teleconference,
775		partner with instructors from other colleges or e-mail/internet.
776		
777		4. The faculty member must maintain and submit all appropriate
778		documentation according to 25 CCR, Title 5, Section 55256.
779		
780		5. Compensation for CWE instruction is .18 LHE as listed in the
781		appropriate aAcademic sSalary sSchedule (Appendix A) per student
782		per term. Compensation will be made upon submission of all
783		appropriate documentation, assignment obligations, grades and
784		required documentation to the Dean.
785		
786		B. The following conditions apply to full-time faculty members only:
787		
788		1. CWE may only be taught as an overload assignment; it may not be
789		considered as part of a full-time faculty member's regular workload.
790		
791		2. Summer assignments will be limited to one (1) CWE class,
792		consisting of one or more sections. Compensation for CWE
793		instruction is .18 LHE as listed in the appropriate aAcademic sSalary
794		sSchedule aAcademic sSalary sSchedule (Appendix A) per student
795		per term.
796		
797	<u>VI.</u>	Instructional Assignments Outside of the Traditional Fall and Spring Semesters
798		
799		Faculty members may accept assignments during instructional terms offered
800		outside of the traditional spring and fall semesters, for instance, during the
801		summer or during a winter intersession between traditional fall and spring
802		semesters. For the purposes of this article, an instructional term is defined as a
803		specific period during which a specific class meets, follows an approved Course
804		Outline of Record (COR), and a final grade is assigned. Multiple instructional
805		terms of differing lengths may be offered during a specific period outside of the
806		traditional spring and fall semesters; for instance, there may be more than one
807		instructional term offered during the summer. The following conditions apply:
808		
809		A. The Dean will consider for assignment full-time faculty members who meet
810		minimum qualifications within their respective organizational unit, followed

811		has ment time from the mean have such as																													
812		by part-time faculty members who ha	ve achieved eligibility for rehire																												
		priority as defined in Section VII.A.2 e	at seq, followed by all other faculty.																												
813		D. Assimuments for instruction 1																													
814		B. Assignments for instructional session																													
815		spring semesters are not considered	overload assignments.																												
816 817		C Ecoulty members may teach up to size																													
817		C. Faculty members may teach up to eig	inty percent (80%) of a full-time																												
818		the total instructional lead an instructional te	rm. However, if multiple terms overlap,																												
819		the total instructional load an instruct																													
820		overlapping terms may not equal mor	e than eighty percent (80%) of a full-																												
822		time instructional load. Requests to t of a full-time instructional load may b	each more than eighty percent (80%)																												
823		dean on a case-by-case basis. Credit	tor lorge lecture as described in																												
824		Section III.D,4 of this article will not c	ount within the eighty percent (20%)																												
825		limitation.	built within the eighty percent (80%)																												
826																															
827		D. Assignments will be calculated by t	ne following ratios and compensated																												
828		in accordance with the appropriate a																													
829		(Appendix A):	And a come of the content of the con																												
830																															
831		Contact H	ours LHE																												
832		Lecture 1	1																												
833		Laboratory 1	1																												
834		Practicum 1																													
835		Tutorial 2	1																												
836																															
837		Clock Hours	LHE																												
838		Tutorial Coordination 2	1																												
839		Library 2	1																												
839 840		Library 2 Counseling 2	<u> </u>																												
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Full-time faculty members in the assignm time equivalent duty days as part of their       Assignment(s)         Articulation Officer       Baseball Coach         Badminton Coach       Badminton Coach         Coach       Choral (vocal) Music	1         1 <td< td=""></td<>	839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859		Library       2         Counseling       2         Learning Disability       2         Other General Workload Provisions Extra Du         Extra Duty Days:       Selected full-time facult         additional duty days in addition to those         contractual assignment.         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Full-time faculty members in the assignment ime equivalent duty days as part of their         Assignment(s)       Articulation Officer         Baseball Coach       Basketball Coach         Badminton Coach       Badminton Coach	1         1 <td< td=""></td<>	839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858		Library       2         Counseling       2         Learning Disability       2         Other General Workload Provisions Extra Duty       2         Extra Duty Days: Selected full-time facult       additional duty days in addition to those contractual assignment.         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862			the equivalent of 7 days, to be
863			mutually agreed upon by the
864			faculty member and the Dean.)
865		Cross Country Coach	16 days
866		Dance	9 days
867		Fast Pitch Softball Coach	20 days
868		Football Coach	20 days
869		Golf Coach	16 days
870		Instrumental Music	16 days
871		Learning Disability Specialist	17 days (10 days scheduled
872			immediately prior to the start of
873			the fall academic calendar, and
874			the equivalent of 7 days, to be
875			mutually agreed upon by the
876			faculty member and the Dean.)
877		Nursing	4 days (when necessary to work
878			outside the 178 day calendar)
879		Pep Squad Advisor	9 days
880		Beach Volleyball Coach	<u> </u>
881		Soccer Coach	20 days
882		Swimming Coach	20 days
883		Tennis Coach	<u>16 days</u>
884		Track Coach	20 days
885		Volleyball Coach	16 days
886		Water Polo Coach	
887		Water Polo Coacii	<u>16 days</u>
888		In the event of postseason competition, assig	nod encoders of that encut will
889		receive one additional extra duty day compen-	ned coaches of that sport will
890		play. This compensation will be provided to the	sation for each week of post-season
891		sixty (60 days) after the post-season play is co	meleted and meneted even the
892		annual contract.	ompleted and prorated over the
893		annual contract.	
894	В.	The following provisions will easily to all full to	
895	<u>D.</u>	The following provisions will apply to all full-ti	me faculty assigned Extra Duty
896		Days:	
890 897		A1. During the Extra Duty Days, the faculty me	
898			ember assigned to extra duty days
899		shall perform regular and normal instruction	onal activities. Specific activities for this
		additional time will be mutually agreed upo	on in advance by each faculty member
900		and his/her Dean. If a full-time faculty mer	nder is not available to accept an extra-
901		duty day assignment, a part-time faculty m	tember may be employed in that
902		capacity. The part-time faculty member wi	I receive a stipend equivalent to the
903		pro-rated compensation for those duty day	is as determined by the part-time
904		faculty member's appropriate placement of	n the <u>aA</u> cademic <u>sS</u> alary <u>sS</u> chedule.
905			
906		2. Extra duty days can be used within or out	side of the 178-day duty day
907		<u>calendar.</u>	
908			
909		B3. All aActivities that constitute performed as	part of an Extra Duty Day <u>s</u>
910		assignment may not coincide with the facult	/ member's <u>regular c</u> ontractual
911		work load assignments, scheduled overload,	summer assignments, stipend
912		assignments or reassigned time.	

913		
914	<u>C4</u> . All faculty members obligated to work a	ssigned Extra Duty Days will have their
915	salaries adjusted to reflect the additional	time. Such adjustments will be made on a
916	per diem basis, and the total amount of b	ase salary plus adjustments constitutes the
917	contracted salary for that individual.	
918		
919	D. Full-time faculty members assigned to	extra duty assignments will receive the
920	following extra duty days:	
921	Assignment(s)	<u>Extra Days</u>
922	Articulation Officer	17 days (to be assigned as
923		necessary)
924	Baseball Coach	<u>20 days</u>
925	Basketball Coach	<u> </u>
926	Badminton Coach	<u> </u>
927	<u>Choral (vocal) Music</u>	9 days
928	Counselor	17 days (10 days scheduled
929		immediately prior to the start of
930		the fall academic calendar, and
931		the equivalent of 7 days, to be
932		mutually agreed upon by the
933		faculty member and assigned by
934		the Dean.)
935	Cross Country Coach	<u> </u>
936	Dance	9 days
937	Fast Pitch Softball Coach	<u> 20 days</u>
938	Football Coach	<u> 20 days</u>
939	Forensics	<u>18 days</u>
940	Golf Coach	<del>16 days</del>
941	Instrumental Music	<u> </u>
942	Learning Disability Specialie	st 17 days (10 days scheduled
943		immediately prior to the start of
944		the fall academic calendar, and
945		the equivalent of 7 days, to be
946		mutually agreed upon by the
947		faculty member and assigned by
948		the Dean.)
949	Nursing	4 days (when necessary to work
950		outside the 178 day calendar)
951	Pep Squad Advisor	<del>9 days</del>
952	Sand Beach Volleyball Coac	h <u>16 days</u>
953	Soccer Coach	20 days
954	Swimming Coach	<u> 20 days</u>
955	Tennis Coach	<u> </u>
956	Track Coach	20 days
957	Volleyball Coach	<u>16 days</u>
958	Water Polo Coach	<u> </u>
959	In the event of postseason play competitie	on, each full-time assigned coaches of
960	that sport will receive one additional extra	duty day compensation for each week
961	of post-season play. This compensation w	vill be provided to the faculty member
962	starting within sixty (60 days) after the poo	
963	prorated over the annual contract.	

964	<del>B</del>	Overload: The Dean will give first consideration to full-time faculty members
965		for overload assignment(s). Overload assignments may not exceed ten (10)
966		LHE per semester.
967		1. Only full-time faculty members can work overload.
968		2. Instructional assignments outside the traditional Fall and Spring
969		semester do not constitute an overload assignment.
970		3. Overload assignments will be calculated and compensated by the
971		following ratios:
972		Contact Hours Hours of Pay
973		Lecture 1 1
974		Laboratory 1
975		Practicum 1
976		Clock Hours Hours of Pay
977		Tutorial (as described
978		in Article XV, Section II,
979		subsection D above) 2 1
980		Library 1 1
981		Counseling 1 1
982		Learning Disability 1 1
983	<b>C</b>	Instructional Assignments Outside of the Traditional Fall and Spring
984	<u>.</u>	Semesters: The following conditions apply:
985		<u>1. The Dean will give first consideration to full-time faculty members who</u>
986		meet minimum qualifications within their respective organizational unit.
987		2. Assignments for instructional sessions outside of the traditional fall
988		and spring semesters are not considered overload assignments.
989		3. Faculty members may teach up to eighty percent (80%) of a full-time
990		instructional load per instructional term. However, if multiple terms
991		overlap, the total instructional load an instructor holds during the
992		combined overlapping terms may not equal more than eighty percent
993		(80%) of a full-time instructional load. Requests to teach more than
994		eighty percent (80%) of a full-time instructional load may be approved
995		by the faculty member's dean on a case-by-case basis. Credit for large
996		lecture as described in Section III.D,4 of this article will not count within
997		the eighty percent (80%) limitation.
998		4. <u>Compensation will be calculated and compensated with LHE in</u>
999		accordance with the Full-time Overload/Part-time Non-classroom
1000		Academic Salary Schedule (see Appendix A) according to the following
1000		ratio:
1001		Contact Hours Hours of Pay
1002		Lecture 1 1
1003		Laboratory 1
1004		Practicum 1
1005		
1008		<u> </u>
1007		subsection D above) 2
1008		Library 1
1009		Counseling 1
1010		Learning Disability 1
1012		
1013		

1014	<u>₽.</u> VIII.	U	Inpaid Work Exchange <u>: Each Dean will maintain a pre-approved agreed</u>
1015		upon su	ibstitute list.
1016			
1017		<u>A.</u>	_Faculty members mayshall request an exchange in writing.
1018			
1019		<u>B.</u>	The request form (Appendix C) must have written approval the signatures
1020			of both parties and the dean.
1021			
1022		<u>C.</u>	It is agreed that tThe exchange is on an hour-for-hour basis and will be
1023			completed before the end of the following semester.
1024			
1025		<u>D.</u>	A faculty member may participate in no more than four (4) unpaid exchanges
1026			for any one section during any academic year.
1027			ter any one openen damig any adductine year.
1028		<u>E.</u>	Unpaid faculty exchanges will not affect regular compensation or leaves as
1029		<u> </u>	described in Article XXIX, Leaves.
1030			doonbod in Anolo AXIX, Leaves.
1031	¥IX.	Compen	sated Duties Beyond Instructional Assignments
1032	<u></u> .	oompen	bated Dates Deyond instructional Assignments
1032	Δ	Faculty n	nembers may accept additional duties and responsibilities in a specific activity
1033	Λ.		but not limited to chairing, directing, or coordinating.
1034		including	but not innited to chaining, directing, or coordinating.
1035	B	Forme of	Componention for Dution bound Instructional Assignments
1030	D.	101115 01	Compensation for Duties beyond Instructional Assignments:
1037		1 Stine	nd: When a faculty member accepte a stinger descion we get the falls in
1038			nd: When a faculty member accepts a stipend assignment the following
1039		conu	itions apply:
			The Deep will easier and environ all attends to bit if
1041		a.	. The Dean will assign and approve all stipends in his/her area.
1042 1043		L	All other and a will be in a dalities to the faculty and the transfer
		b.	
1044			assignment.
1045		•	Equility members much simple attraction to this 10 to the test of the
1046		C.	
1047			outcomes such as expectations, objectives and dates of completion
1048			of the assignment, and which will require the faculty member to verify
1049			completion and/or satisfaction of the assignment to the appropriate
1050			administrator designated administrator for that assignmentunder
1051			penalty of perjury.
1052		<u>.</u>	그는 것 같아요. 이 것 같아요. 이는 것 같아요. 이 것 ? 이 ? 이 ? 이 ? 이 ? 이 ? 이 ? 이 ? 이 ? 이
1053		<u>d</u> .	
1054			highest hourly rate on the Part-Time Non-Classroom Tutorial
1055			<u>Academic Salary Schedule (Appendix A).</u>
1056			
1057			eassigned Time: Reassigned time is intended for those faculty members
1058			erforming duties which require additional time, and a corresponding reduction in
1059		th	e amount of time assigned to normal contractual duties.
1060			
1061		a.	
1062			administrator College President and approved by the Chancellor.
1063			

1064 1065 1066 1067 1068			b.	Faculty members must sign a reassigned time contract which will include stated outcomes such as expectations, objectives and dates of completion of the assignment. The faculty member will be required to provide evidence of completion and/or satisfaction of the assignment to the contraction of the assignment to
				the appropriate administrator.
1069			-	
1070			C.	Faculty members receiving reassigned time will be eligible for additional
1071				workload assignments.
1072 1073			A	The Deep and feaulty members will develop a work as to do to be 10
1075			d.	The Dean and faculty member will develop a work schedule that will
1074				provide the appropriate time for the faculty member to complete the
1075				activities identified in the reassigned project.
1078				For exemples if a faculty membrate receiption was a statistic statist
1077				For example: If a faculty member's reassignment activities include
1078				scheduled meetings for every Tuesday during the semester, at a time
1079				during which there is no assigned contractual duty, then there shall be no
1080				conflicts with the assignment.
1081			a Tha	recognized time allocated to the homeining with a described in Article M
1082			e. me	reassigned time allocated to the bargaining unit as described in Article VI, Section VIIG, may not be converted to a stipend.
1085				Section 4410, may not be convented to a supend.
1084	C	Do	nartmont C	Chair Compensation
1085	υ.	De	pariment C	inali Compensation
1080		1.	Chair dut	ice will be compensated by stinged or receivement or a combination
1087		1.	thereof H	ies will be compensated by stipend or reassignment or a combination
1088				t a chair accepts reassignment, he or she may not be assigned as overload while he or she serves as chair with reassignment. Chairs
1089			with roac	signmont may still accent large lecture compensation as determined has
1090			the dean	signment may <u>still</u> accept large lecture compensation, as determined by . Chairs with reassignment may, in exceptional circumstances, have a
1091			nortion of	a class compensated as overload as necessary to make load.
1092			portion of	a class compensated as ovendad as necessary to make load.
1093		2.	Company	ation for department chairs will be based on the highest rate from the <b>Full-</b>
1094		۷.		Head/Part-time Non-classroom <u>Tutorial</u> Academic Salary Schedule
1095			(Appendix	Academic Salary Schedule
1090			(Appendix	<u>, , , , , , , , , , , , , , , , , , , </u>
1098		3	Regular T	erm Department Chair Compensation
1099		0.	negulai i	ern Department Chan Compensation
1100			During the	e regular term, department chair compensation will be calculated according
1100			to the table	e below. The total amount of compensation will be derived by combining
1101			the amour	at of LHE earned in each of the four listed categories, as determined by the
1102			denartmor	it's placement in each category on the table. Additional duties beyond
1105			those deer	cribed by these categories will be compensated as described in Section 5
1104			below.	since by mose categories will be compensated as described in Section 5
1105			5010 44.	
1100				

	ptWFCH	Sections	Courses	FTES	LHE
Tier <u>6-5</u>	400+	200+	80+	800+	2.5
Tier <u>5-4</u>	300-399	150-199	60-79	600-799	2
Tier <u>4-3</u>	200-299	100-149	40-59	400-599	1.5
Tier <u>3-2</u>	100-199	50-99	20-39	200-399	1
Tier <u>2-1</u>	<u><b>501</b></u> -99	<b>251</b> -49	<b>101</b> -19	<b>1001</b> -199	0.5
Tier 1	1-49	1-24	1-9	1-99	0.25

In which:

	PT-WFCH	Sections	Courses	FTES
Values	321	27	35	250
Placement	Tier 5	Tier 2	Tier 3	Tier 3
Compensation	2	.05	States 1	1
			TOTAL COMPENSATION	4.5 LHE

"ptWFCH" represents the department's part-time weekly faculty contact hours, both classroom and non-classroom, describing duties related to hiring, mentoring and evaluation of part-time faculty, as taken from the end of term (EOT) from the preceding fall semester;

"Sections" represents the number of scheduled sections offered by the department, describing duties such as scheduling and staffing the department's course schedule, as taken from the end of term (EOT) from the preceding fall semester (Note: Only the A ticket is counted and cancelled sections are included in the count);

"Courses" represents the number of approved courses for the department, as listed in the most recent CCC Curriculum Inventory, describing duties related to conducting or coordinating a number of operations related to a department's courses, including program and curriculum development and review, SLO development and evaluation, and administrative duties such as participation in meetings;

"FTES" represents the number of full-time equivalent students served by the department, describing the duties related to handling student concerns, including grade grievances against part-time faculty members, as taken from the end of term (EOT) from the preceding fall semester;

"LHE" represents the amount of compensation as determined by the <u>Full-time</u> Overlead/Part-time Non-classroom <u>Tutorial</u> Academic Salary Schedule (Appendix A).

Example: For a department which had 321 part-time WFCH, 27 sections, 250 FTES during the previous fall term, 35 active courses, the following calculation would apply:

4. Summer Department Chair Compensation

Department Chairs assigned to perform chair duties throughout the summer will be paid according to the following table, using ptWFCH and Sections as defined in Section <u>1-IX.C.3</u> above. The total amount of compensation will be derived by combining the amount of LHE earned in both categories, as determined by the department's placement in each category on the table. If a Chair is assigned by the Dean to perform chair duties for less than the entire summer, the Chair will be paid in accordance with Section <u>IX.C.</u>5 below.

	ptWFCH	Sections	LHE
Tier 6	400	200	2
Tier 5	300	150	1.6

Tier 4	200	100	1.2
Tier 3	100	50	0.8
Tier 2	50	25	0.4
Tier 1	1		0.2

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#### 5e. Supplemental Duty Compensation

During the regular term or summer, department chairs or other faculty members may be assigned additional extra-instructional duties beyond those described in Section <u>**1IX.C.3**</u> above, and specific to certain departments and programs, including but not limited to career-technical education programs (CTE).

To qualify for supplemental duty compensation, a faculty member must perform one or more of the duties in the following list:

- 11581159CTE: Coordinate advisory committees11601161CTE: Coordinate paid and volunteer support staff (including lab1162technicians)1163
  - CTE: Coordinate off-campus instructional site locations
  - CTE: Coordinate programs, certificates and degrees completed at offcampus locations
  - CTE: Coordinate college/community service for a department, college or the District (including wardrobe, food service and filming)
  - CTE: Coordinate program specific accreditation for programs (Nursing or EMT programs)
    - Additional duties not covered by ptWSCH, Sections, Courses or FTES as appearing in Section 1 above.<sup>1</sup>
  - Other specific projects as assigned by the department, college or District.
    - Additional compensation for these duties will be calculated at a rate equivalent to one (1) LHE per thirty-three (33) additional hours assigned.

1183D. Certain specific faculty positions are designated as "Coordinator" positions (for example,1184EOPS coordinator). Those specific positions may receive up to 100% reassignment as1185required by the coordinated program, as determined by the appropriate Vice President.

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The parties agree that the list previously developed by the District and the Association be further reviewed and negotiated with the intention of incorporating the resulting list of supplemental chair duties by MOU at a later date.]

<sup>&</sup>lt;sup>1</sup> The parties intend to draft specific language that references the types of duties indicated in this provision. This language will be incorporated into the collective bargaining agreement by MOU.

<u> <del>VII. P</del></u>	<del>art-t</del>	ime \	Workload [Moved to Section IV.]:
<u>VIIIX</u> .	Cοι	urse (	Content <u>, -and-</u> Copyright Materials, and Intellectual Property Rights
	1.	env mer	District and the Association have a mutual interest in establishing an ironment that fosters the creation of intellectual property by faculty mbers, and have agreed to the following provisions to establish, clarify and tect ownership rights to that intellectual property.
	2.	<u>Defi</u>	initions
		a.	<u>"Intellectual property" shall mean any instructional materials, any work, and any invention.</u>
		b.	<u>"Instructional materials" are those original materials a faculty member</u> <u>creates to perform his or her assignment including but not limited to</u> syllabi, lectures, student exercises, tests, classroom activities,
			illustrations, recordings, and presentations. Instructional materials may be created by a faculty member for delivery through any instructional medium.
		C.	A "work" is any original material, including but not limited to instructional materials, mathematical or scientific notations, works of art or design,
			dramatic or musical compositions, choreography, prose or poetry, and computer software, that is eligible for copyright protection. A work may be published in any enduring media, such as print or analog or digital recording media, or may exist in any tangible form, such as sculpture or a
			structure.
		d.	An "invention" is any original idea or discovery that is eligible for patent protection, including (but not limited to) a device, process, design, model, or strain or variety of an organism.
		e.	<u>A "work or invention for hire" is one for which the faculty member has entered into a specific agreement to receive compensation from the</u>
			District to create and/or contribute to the development of an intellectual property for which the faculty member relinquishes all ownership and royalty rights to the District.
		f.	<u>"Extraordinary support" means financial support over and above the cost</u>
			of the faculty member's normal compensation; office space, supplies, and equipment including computer equipment; telephone use; copy
			services; and the cost of acquiring and maintaining facilities and equipment (e.g., laboratories and laboratory equipment, musical equipment, recording studios) necessary for the faculty member's normal
			instructional activities. Extraordinary support includes extra compensation or reassigned time for the specific purpose of creating
			intellectual property, and the extra cost of providing clerical, technical, legal, creative services, or facilities and equipment specifically for the creation of works or investions. Salary paid to a faculty member during
			an approved sabbatical will not be considered extraordinary support.

1238	3. Copyright and Intellectual Property Ownership
1239	
1240	a. <u>Faculty Ownership</u>
1241	
1242	i. Faculty members will have ownership of any intellectual property,
1243	excluding "works or inventions for hire," created in connection
1244	with and in support of teaching courses or other duties as
1245	employees of the District.
1246	
1247	ii. Notwithstanding relevant provisions of the Copyright Act (Title 17,
1248	United States Code) and the Patent Act (Title 35, United States
1249	Code), except as provided in section X.3.b.i below, the faculty
1250	member will have the exclusive property right to any and all
1251	intellectual property that is the original product of her or his mind,
1252	time, talent, and effort, including the right to all royalties from the
1253	distribution, lease, or sale thereof, and except as otherwise
1254	provided in this Article, the District waives any property right to
1255	any such intellectual property. The District will have no claim of
1256	ownership to intellectual property produced by a faculty member
1257	under a grant awarded exclusively to that faculty member without
1258	fiscal participation by the District. The District will have no claim
1259	of ownership to intellectual property produced by a faculty
1260	member during a sabbatical unless that intellectual property has
1261	been developed as a "work or invention for hire."
1262	
1263	iii. No intellectual property will be a work or invention for hire unless
1264	the District has entered into a written agreement with the faculty
1265	member(s). In the absence of such an agreement, the intellectual
1266	property will be the be property of the faculty member(s) who
1267	create(s) it. No faculty member will be involuntarily assigned to
1268	create a work or invention for hire.
1269	
1270	b. <u>District owne</u> rship
1271	
1272	i. In the absence of a specific separate agreement between the
1273	faculty member(s) and the District as described in X.3.c.ii below,
1274	the District will have sole rights to and ownership of any
1275	intellectual property created as a work or invention for hire.
1276	
1277	ii. The District will own the copyright to any work, such as a course
1278	outline of record, District or college administrative policy, or
1279	District or college information brochure formally reviewed by the
1280	District or the colleges for the purpose of inclusion in its
1281	curriculum, administrative or promotional material, or Board of
1282	Trustees, District or college policy.
1283	
1284	iii. The college will have the right of "non-exclusive license" to course
1285	content for a period of one year after course completion only for
1286	the purpose of allowing students to complete a course for which
1287	the content was created and when the faculty member is no longer
1288	available to complete the course.

#### c. District and a Faculty Member Ownership

- i. In the absence of a specific separate agreement between a faculty member and the District as described in X.3.c.ii below, in the event that the District has provided extraordinary support for the development of intellectual property (including for intellectual property created under a grant), and the publication, distribution, performance, sale or other use of that intellectual property as authorized by the faculty member and/or the District results in income, the faculty member(s) will retain the right to exclusive ownership of the intellectual property, but the District will have the right to recover reimbursement for costs not to exceed the amount of the extraordinary support provided for that project.
  ii. One or more faculty members may enter into a separate agreement
  - with the District for the creation of intellectual property, including intellectual property developed under a grant, requiring the use of extraordinary support from the District. Such agreements will be in writing, and will determine the respective ownership interest of the faculty member(s) and the District in that intellectual property.
  - iii. If the creation of intellectual property requires rights (e.g., republication rights) to be acquired from third parties, such rights shall be acquired and paid for by the party who is to hold the ownership rights for that intellectual property. In a circumstance in which ownership rights for intellectual property are shared between the District and a faculty member or members, the cost of acquired rights will be shared proportionally to the amount of shared ownership.

#### 4. Faculty-District Affiliation

- i. Faculty members who engage in publication or public presentation using any kind of media of works or inventions that they have created as a work or invention for hire or with extraordinary support from the District shall identify their relationship with the college or District during their term of employment by the District.
- ii. <u>The faculty member may request of the District exemption from</u> <u>this requirement, and the District may agree to exempt the faculty</u> <u>member from identifying her or his affiliation with the District or</u> <u>the college.</u>
- iii. <u>The District may require the faculty member not to identify her or</u> <u>his relationship with the District, and the faculty member will agree</u> <u>not to use the District's or college's name, or will stop using the</u> <u>District's or college's name as soon as reasonably possible.</u>

1340	1. Course outline and course content
1341	a. Course Outline of Record (Curriculum) as described in 5 CCR §55002, is the
1342	property of the District.
1343	b. Any instructional material developed by a faculty member to instruct, support,
1344	and/or deliver courses, including DE courses, shall remain the exclusive
1345	property of that faculty member, unless the faculty member and the District
1346	have reached a prior alternative agreement regarding ownership of specific
1347	instructional material.
1348	c. The college will have the right of "non-exclusive license" to course content for
1349	a period of one year after course completion only for the purpose of allowing
1350	students to complete a course for which the content was created and when the
1351	faculty member is no longer available to complete the course.
1352	2. Copyright Ownership
1353	a. Any material created outside of the faculty member's employment with the
1354	District is the exclusive property of the faculty member.
1355	b. Unless the faculty member and the District reach a specific alternative
1356	agreement prior to the creation of the material, any material created by
1357	a faculty member using District resources or support remains the
1358	exclusive property of that faculty member.
1359	X. Cooperative Work Experience
1360	CWE is a program for awarding college credit for paid and unpaid work
1361	experience to enrolled students. A CWE course is part of the existing state-
1362	approved curriculum and will enroll at least one (1) but no more than thirty (30)
1363	students.
1364	A. The following conditions apply to all faculty members:
1365	1. Mutual consent of the faculty member and the Dean is required.
1366	2. Enrollments and the combination of sections will be monitored
1367	and determined by the Dean on Census Day for assignment of
1368	workload.
1369	3. Faculty members assigned CWE courses are responsible for in-
1370	person consultation (at the job site) with the employer or
1371	designated representative(s) to discuss students' educational
1372	growth on the job at least once per semester unless:
1373	a. they have been at the worksite previously:
1374	b. the student is repeating the course at the employer's
1375	worksite;
1376	c. the work site has been the site of numerous previous
1377	assignments by other students at the College;
1378	d. the worksite location is greater than fifteen (15) miles from
1379	the College;
1380	e. the faculty member and student are on different work
1381	schedules;
1382	f. the faculty member and student are working in a virtual
1383	offices; or
1384	g. in case of emergency or security of the instructor/student.
1385	Under one of these circumstances, the faculty member may use
1386	alternative means to consult, such as the telephone.
1387	teleconference, partner with instructors from other colleges or e-
1388	mail/internet.
1389	4. <u>The faculty member must submit all appropriate documentation</u>
1390	according to CCR, Title 5, Section 55256,

1391			5. Compensation for CWE instruction is .10 LHE as listed in the
1392			Full-time Overload/Part-time Non-classroom Academic Salary
1393			schedule (Appendix A) per student per term. Compensation will
1394			be made upon submission of all appropriate documentation,
1395			assignment obligations, grades and required documentation to
1396			the Dean.
1397		₿.	
1398			1. CWE may only be taught as an overload assignment; it may not
1399			be considered as part of a full-time faculty member's regular
1400			workload.
1401			2. Summer assignments will be limited to one (1) CWE class,
1402			<u>consisting of one or more sections. Compensation for CWE</u>
1403			instruction is 10 LHE as listed in the Full time Occurs of the
1403			instruction is .10 LHE as listed in the Full-time Overload/Part-
			time Non-classroom Academic Salary schedule (Appendix A) per
1405			student per term.
1406			
1407			
1408			ARTICLE XXVIII
1409			WORKLOAD BANKING PROGRAM
1410			
1411	l.	Gener	al Provisions
1412			
1413		Α.	Workload banking is a benefit for full-time tenured faculty. This benefit allows a
1414			full- time faculty member to earn and bank workload time credit in lieu of
1415			compensation and take time off in a future semester.
1416			
1417		В.	When a full-time faculty member accepts an assignment as overload, as part of a
1418			summer assignment, or during any other instructional session beyond the
1419			traditional semesters, that faculty member is paid according to the appropriate
1420			salary schedule Full-time Overload/Part-time Non-classroom Academic
1421			Salary Schedule (Appendix A). However, when a faculty member is banking
1422			overload for use in place of a future teaching assignment, that faculty member is
1423			earning LHE to be applied to a future assignment. Therefore, all banked
1424			
1424			workload will be valued at the appropriate LHE rate (as described in Section III below).
		r 1	Delow).
1426		[]	
1427			AMENDED
1428			
1429			
1430			LEAVES
1431	N /	[]	
1432	<u>₽</u> V.	Extend	ded Illness Leave
1433			
1434		[]	그는 물건을 하는 것 같은 것을 하는 것 같은 것 같이 많이 있는 것 같이 없다.
1435		А.	If a faculty member has used all of his/her accumulated sick leave and is still
1436			absent from his/her duties on account of illness or accident for a period of five (5)
1437			school months or less, then the amount of salary deducted in any month shall not
1438			exceed the sum which was actually paid a substitute faculty member temporarily
1439			assuming the duties of the absent faculty member, or, in the event that no
1440			substitute faculty member is employed to replace the faculty member, the lowest
1441			LHE rate as described in the <u>Full-time Overload/Part-time Non-classroom</u>

1442 1443 1444 1445 1446 1447 1448 1449			numbe In no c regular which sick lea transfe	mic Salary Schedule appropriate salary schedule (Appendix A) for the er of hours for which the absent faculty member would need to be replaced. ase shall the amount deducted exceed 50% of the faculty member's r salary. The five (5) months or less extended illness leave period during the deductions described above occur shall not begin until all other paid ave provisions described in Section II above, excluding sick leave erred under the Catastrophic Illness Transfer of Leave Program (subsection we have provisions described illness the section is the section of the section is the section in the section is the secti
1450				ave been exhausted. Extended illness leave is not available for absences se under Labor Code Section 233 (see Section II above).
1451				
1452	[]			
1453				
1454				AMENDED
1455				ARTICLE XXX
1456				WAGES
1457				
1458	Ι.	Gener	al Provis	sions
1459				
1460		Α.	Faculty	Compensation
1461				
1462			1.	Full-time faculty members' contracted load as part of a regular full-
1463			••	time assignment teaching load (as defined in Article XV, sections III
1464				and IV) will be paid according to the Full-time Academic Salary Schedule
1465				as described in Section II.A below.
1466				as accompta in occurn in A below.
1467			2.	Beginning with the 2015-2016 academic year, pP art-time faculty during
1468			۲.	the academic year and all faculty during summer terms holding classroom
1469				or equivalent assignments will be paid according to the Part-time
1405				Classroom Academic Salary Schedule as described in Section II.B below.
1471				Classicon Academic Salary Schedule as described in Section II.B below.
1471			3.	Beginning with the 2015-2016 academic year, fFull-time faculty
1472			0.	teaching overload and part-time faculty holding non-classroom
1473				assignments during the regular and summer terms will be paid
1475				according to the Full-time Overload/Part-time Non- classroom
1476				Academic Salary Schedule as described in Section II.C below.
1477				Academic Salary Schedule as described in Section II.C below.
1478			4.	Part-time faculty holding non-classroom assignments during the
1479			<u> </u>	regular and summer terms will be paid according to the Part-time
1480				Non-classroom Academic Salary Schedule as described in Section
1481				II.D below.
1481				ILD Delow.
1482	II.	Salany	Schedu	los
1485		Salary	Scheuu	
		A.	Eull tim	a Acadomia Salany Sahadula (aca Annondia A).
1485 1486		л.		e Academic Salary Schedule (see Appendix A):
1480			1.	The Full time Academic Colony School de aball consist of the as the
				The Full-time Academic Salary Schedule shall consist of five columns
1488				with:
1489 1490				Three (2) stone plue and langewith store in the first set way
1490				Three (3) steps plus one longevity step in the first column
1491 1492				Fight (9) stops plus one longer the stop in the second set with
1492				Eight (8) steps plus one longevity step in the second column

1493			Thirdson (10) share when one law we the start of the start of the
1494 1495			Thirteen (13) steps plus one longevity step in the third column
1495			Fightoon (19) stong plug and longavity ston in the fourth column
1490			Eighteen (18) steps plus one longevity step in the fourth column
1497			Twonty three (00) stone plus and languagity store in the fifth
1498			Twenty-three (23) steps plus one longevity step in the fifth column
1499		0	In only given years a Calumn 1, alon 1, of the Eastly Ostery, Oster 1, 1
1500		2.	In any given year, cColumn 1, step 1, of the Faculty Salary Schedule
1501			<b>isshall be</b> defined as the base salary. For the 2015-2016 academic
1502			year, the base salary shall be \$64,088.00. The dollar amount in
1503			column 1, step 1, of the Faculty Salary Schedule shall be the dollar
1504			amount of column 1, step 1, of the immediate prior Faculty Salary
1505			Schedule and any negotiated and agreed upon adjustments for that
1507			given year.
1508		3.	The first step of each column will increase by 5 55550 (1)
1508		З.	The first step of each column will increase by 5.5555% of the base salary
1510			over the first step of the previous column.
1510		4.	Each stop in each column will increase by 0.700050(()) a training the
1512		4.	Each step in each column will increase by 3.70365% of the base salary
1512			over the previous step.
1513	В.	Dort t	time Classroom Academic Salary Schedule (
1514	D.	ran-i	ime Classroom Academic Salary Schedule ( <mark>see Appendix A</mark> ):
1515		1.	The Part time Classroom Academic Salary Schedule shall consist of
1517		1.	The Part-time Classroom Academic Salary Schedule shall consist of
1518			seven columns, with one step in each column.
1518		2.	For 2018-2019, t <del>T</del> he value of the first column will be equivalent to
1520		۷.	57.0055.55 % of 1/15 (6.67%) of one-half the value of the first step of the
1520			first column in the Full-time Academic Salary Schedule, as reflected in the
1522			following formula:
1523			lonowing formula.
1524			<u>.5755555(.0667(column 1, step 1 of the Full-time Academic Salary</u>
1525			Schedule /2))
1526			
1527			For 2019-2020, the value of the first column will be equivalent to
1528			57.20% of 1/15 (6.67%) of one-half the value of the first step of the
1529			first column in the Full-time Academic Salary Schedule, as reflected
1530			in the following formula:
1531			
1532			.5720 (.0667(column 1, step 1 of the Full-time Academic
1533			Salary
1534			Schedule /2))
1535			<u></u>
1536			For 2020-2021, the value of the first column will be equivalent to
1537			57.30% of 1/15 (6.67%) of one-half the value of the first step of the
1538			first column in the Full-time Academic Salary Schedule, as reflected
1539			in the following formula:
1540			
1541			.5730 (.0667(column 1, step 1 of the Full-time Academic
1542			Salary
1543			Schedule /2))

1544			
1545		3.	Each succeeding column will increase by 4% of column 1 over the
1546			previous column.
1547			
1548		4	For the purpose of initial placement for the 2015-2016 academic
1549			year, part-time classroom faculty will be placed on the Part-time
1550			Classroom Academic Salary Schedule based upon the criteria as
1551			described in Section III and IV of this Article, then granted one
1552			additional column for each step from their placement on the 2013-
1553			2014 Regular Term Hourly Schedule, with no faculty member placed
1554			higher than column 5.
1555			
1556	C.	Full-ti	me <u>Classroom</u> Overload <del>/Part-time Non-classroom</del> Academic Salary
1557		Scheo	dule (see Appendix A):
1558			
1559		1.	The Full-time <u>Classroom</u> Overload/ <u>Part-time Non-Classroom</u> Academic
1560			Salary Schedule shall consist of seven columns, with one step in each
1561			column.
1562			
1563		2.	For 2018-2019, tThe value of the first column will be equivalent to
1564			<b>48.9548.6</b> % of 1/15 (6.67%) of one-half the value of the first step of the
1565			first step of the first column in the Full- time Academic Salary Schedule.
1566			as reflected in the following formula:
1567			
1568			.4895486(.0667(column 1, step 1 of the Full-time Academic Salary
1569			Schedule/2))
1570			
1571			For 2019-2020, the value of the first column will be equivalent to
1572			49.10% of 1/15 (6.67%) of one-half the value of the first step of the
1573			first column in the Full-time Academic Salary Schedule, as reflected
1574			in the following formula:
1575			
1576			.4910 (.0667(column 1, step 1 of the Full-time Academic
1577			Salary Schedule /2))
1578			
1579			For 2020-2021, the value of the first column will be equivalent to
1580			49.15% of 1/15 (6.67%) of one-half the value of the first step of the
1581			first column in the Full-time Academic Salary Schedule, as reflected
1582			in the following formula:
1583			
1584			.4915 (.0667(column 1, step 1 of the Full-time Academic
1585			Salary Schedule /2))
1586			
1587		3.	Each succeeding column will increase by 4% of column 1 over the
1588			previous column.
1589			
1590		4	For the purpose of initial placement for the 2015-2016 academic
1591			year, full-time faculty teaching overload and part-time non-
1592			classroom faculty will be placed on the Full-time Overload/Part-time
1593			Non-classroom Academic Salary Schedule based upon the criteria
1594			as described in Section III and IV of this Article, then granted one

1595		additional column for each step from their placement on the 2013-
1596		2014 Regular Term Hourly Schedule, with no faculty member placed
1597		higher than column 5.
1598		
1599	<u>D.</u>	Part-time Non-classroom and Full-time Non-classroom Overload for
1600	<u>.</u>	Library, Counseling, & Learning Disability Academic Salary Schedule (see
1601		Appendix A):
1602		
1603		1. The Part-time Non-Classroom and Full-time Non-classroom
1604		Overload Academic Salary Schedule shall consist of seven columns,
1605		with one step in each column.
1606		
1607		2. The value of the first column will be equivalent to 48.6% of 1/15
1608		(6.67%) of one-half the value of the first step of the first column in
1609		the Full-time Academic Salary Schedule, as reflected in the following
1610		the Full-time Academic Salary Schedule, as reflected in the following formula:
1611		iomula.
1612		196/ 0667/column 4 ston 4 of the Full time Academic Och
1613		.486(.0667(column 1, step 1 of the Full-time Academic Salary
1613		<u>Schedule/2))</u>
		5.2 Feeb eucoeding column will increase by 40/ of solution (
1615		5.3. Each succeeding column will increase by 4% of column 1 over the
1616		previous column.
1617		A A manufact for OcIOTRO was atterned
1618		4. As required for CalSTRS reporting purposes, compensation for
1619		counselors and librarians will be reported to CalSTRS and paid by converting the LHE rate to an hourly rate as defined in the
1620		CONVERTING THE LETE TO AN NOURLY rate as defined in the
1621		appropriate salary schedule.
1621 1622	_	appropriate salary schedule.
1621 1622 1623	<u>E.</u>	appropriate salary schedule. Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix
1621 1622 1623 1624	<u>E.</u>	appropriate salary schedule.
1621 1622 1623 1624 1625	<u>E.</u>	<u>appropriate salary schedule.</u> Part-time Non-classroom Tutorial Academic Salary Schedule (see <mark>Appendix A):</mark> A):
1621 1622 1623 1624 1625 1626	<u>E.</u>	<u>appropriate salary schedule.</u> <u>Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):</u> <u>1. The Part-time Non-Classroom Academic Salary Schedule shall</u>
1621 1622 1623 1624 1625 1626 1627	<u>E.</u>	<u>appropriate salary schedule.</u> Part-time Non-classroom Tutorial Academic Salary Schedule (see <mark>Appendix A):</mark> A):
1621 1622 1623 1624 1625 1626 1627 1628	<u>E.</u>	<u>appropriate salary schedule.</u> <u>Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):</u> <u>1. The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.</u>
1621 1622 1623 1624 1625 1626 1627 1628 1629	<u>E.</u>	appropriate salary schedule.         Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):         1.       The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.         2.       The value of the first column will be equivalent to 48.6% of 1/15
1621 1622 1623 1624 1625 1626 1627 1628 1629 1630	<u>E.</u>	appropriate salary schedule.         Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):         1.       The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.         2.       The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one-half the value of the first step of the first column in
1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631	<u>E.</u>	appropriate salary schedule.         Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):         1.       The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.         2.       The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following
1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632	<u>E.</u>	appropriate salary schedule.         Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):         1.       The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.         2.       The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one-half the value of the first step of the first column in
1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633	Ε.	appropriate salary schedule.         Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):         1.       The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.         2.       The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:
1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634	Ε.	<ul> <li><u>appropriate salary schedule.</u></li> <li><u>Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):</u></li> <li><u>1. The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.</u></li> <li><u>2. The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:</u></li> <li><u>.486(.0667(column 1, step 1 of the Full-time Academic Salary</u></li> </ul>
1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635	<u>E.</u>	appropriate salary schedule.         Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):         1.       The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.         2.       The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:
1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1636	<u>E.</u>	appropriate salary schedule.         Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):         1.       The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.         2.       The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:         .486(.0667(column 1, step 1 of the Full-time Academic Salary Schedule/2))
1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1636 1637	Ε.	appropriate salary schedule.         Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):         1.       The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.         2.       The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:         .       .         .
1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1636 1637 1638	Ε.	appropriate salary schedule.         Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):         1.       The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.         2.       The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:         .486(.0667(column 1, step 1 of the Full-time Academic Salary Schedule/2))
1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1634 1635 1636 1637 1638 1639	Ε.	appropriate salary schedule.         Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):         1.       The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.         2.       The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:
1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1634 1635 1636 1637 1638 1639 1640	<u>E.</u>	<ul> <li><u>appropriate salary schedule.</u></li> <li><u>Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):</u> <ol> <li><u>The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.</u></li> <li><u>The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:</u></li></ol></li></ul>
1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1636 1637 1638 1639 1640 1641	<u>E.</u>	<ul> <li><u>appropriate salary schedule.</u></li> <li><u>Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):</u> <ol> <li><u>The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.</u></li> <li><u>The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:</u></li></ol></li></ul>
1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1636 1637 1638 1639 1640 1641 1642	Ε.	<ul> <li><u>appropriate salary schedule.</u></li> <li><u>Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):</u> <ol> <li><u>The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.</u></li> <li><u>The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:</u></li></ol></li></ul>
1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1634 1635 1636 1637 1638 1639 1640 1641 1642 1643	Ε.	<ul> <li><u>appropriate salary schedule.</u></li> <li><u>Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):</u> <ol> <li><u>The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.</u></li> <li><u>The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:</u></li></ol></li></ul>
1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1636 1637 1638 1639 1640 1641 1642	Ε.	<ul> <li><u>appropriate salary schedule.</u></li> <li><u>Part-time Non-classroom Tutorial Academic Salary Schedule (see Appendix A):</u> <ol> <li><u>The Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.</u></li> <li><u>The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:</u></li></ol></li></ul>

1646 1647	III.	Salary	Schedule Column Placement Criteria							
1648 1649		<u>All de</u>	grees	ees or units must be from accredited educational institutions.						
1650 1651 1652 1653 1654 1655		Α.	<u>requi</u> qualif <u>Admi</u>	Column I <u>4</u> . Bachelor's Degree <u>(or the minimum degree and/or experience as</u> required by the California Community College Chancellor's Office minimum qualifications as published in the <i>Minimum Qualifications for Faculty and</i> Administrators in California Community Colleges) or equivalency as restablished under 5 C.C.R. 53410.						
1655 1656 1657		В.	Colum	nn ll						
1658 1659			1.	Master's Degree, or						
1660 1661			2.	Bachelor's Degree plus 40 semester units, including Master's Degree.						
1662 1663		C.	Colum							
1664 1665 1666			1. 2.	Master's Degree plus 20 semester units, or Bachelor's Degree plus 50 semester units, including Master's Degree.						
1667 1668		D.	Colum							
1669 1670			1.	Master's Degree plus 40 semester units, or						
1671 1672 1673 1674			2.	Bachelor's Degree plus 70 semester units, including Master's Degree, or Academic Employee Master						
1675 1676			3.	Permanent Vocational Credential received prior to establishment of the Community College Credential and Bachelor's Degree.						
1677 1678 1679		E.	Colum	ın V						
1680 1681			1.	Earned Doctorate, or						
1682 1683			2.	Master's Degree plus 60 semester units, or						
1684 1685			3.	Bachelor's Degree plus 90 semester units, including Master's Degree, or						
1686 1687 1688			4.	Permanent Vocational Credential received prior to establishment of the Community College Credential and Master's Degree.						
1689 1690	IV.	Previo	us Expe	erience Credit for Initial Step Placement						
1691 1692		А.		ctional experience						
1693 1694 1695 1696		schedu libraria	ule plac in expe	initial employment, new full- and part-time faculty members will be given ement credit for full- and or part-time instruction, counseling, coaching, or rience, whichever applies to the assignment. The experiences may be at d high school (grades 9-12), college or university. Instructional experiences						

1697		of the equiv	alent of 30 LHE will equal one step on the salary schedule. The Previous								
1698		experience	credit will be given as follows:								
1699											
1700		0-7-5	0-7-5 years of experience – placement on step 1								
1701			8-6 years of experience – placement on step 2								
1702			9-7 years of experience – placement on step 3								
1703			<u><b>9</b>-7</u> years of experience – placement on step 3 <u>10-8</u> or more years of experience – placement on step 4								
1704											
1705		B. Non-	instructional occupational experience								
1706											
1707		For purpos	es of calculating initial step placement in Section A above, aAt the time								
1708		of initial em	playment, full-time faculty members may be awarded placement credit for								
1709		prior non-in	structional occupational experience provided that it directly relates to the								
1710		District assi	gnment. Credit granted will be at the rate of one stepyear of credit for two								
1711		vears of rela	ated experiences. No placement based upon any combination of past								
1712		instructional	experience and past non-instructional occupational experience will be								
1713		higher than	step 4 on the salary schedule. Credit for non-instructional and instructional								
1714			may be earned simultaneously.								
1715		experience	nay be carried simulateodsty.								
1716		The new full	-time faculty member will submit to Human Resources at least one of the								
1717		following:	time racting member will submit to muthan nesources at least one of the								
1718		ionowing.									
1719		a.	A completed Request for Verification of Work Experience Form (obtained								
1720		u.	from Human Resources) from each former employer; or								
1721			nom human hesodices) nom each ionner employer, or								
1722		b.	A letter on the employer's letterhead verifying work experiences and								
1723		5.	dates of employment; or								
1724			dates of employment, of								
1725		С.	An IRS Form 1040 and Schedule C for self-employed experiences.								
1726		0.	with the routh rote and conedule of for self-employed experiences.								
1727	V.	Step and Co	olumn Movement								
1728	•••										
1729		A. Step a	advancement								
1730											
1731		1.	Full-time faculty members shall move one step on the Full-time Academic								
1732			Salary Schedule.								
1733											
1734		2.	Step movements shall occur annually in the Fall.								
1735											
1736		3.	At the beginning of the fourth (4th) year after a full-time faculty member								
1737			has moved into the most highly compensated step in his or her current								
1738			column, he or she will move into the longevity step.								
1739											
1740		B. Colu	mn Advancement								
1741											
1742		1.	Column advancement based on experience shall occur annually in the								
1743			Fall.								
1744											
1745		2.	Full-time faculty members shall move one column on the Full-time								
1746			Overload/Part-time Non-classroom Academic appropriate sSalary								
1747			<u>s</u> Schedule annually for each contractual year of service.								

1748			
1749		3.	Part-time faculty members shall move one column on the salary schedule
1750			after having served the equivalent of thirty (30) LHE.
1751			
1752		4.	After the date of hire, for the purpose of column advancement, nine (9)
1753			semester units of lower division college level credit from an accredited
1754			institution of higher education will be allowed for coursework that is
1755			pertinent to the principal area of assignment and/or is for retraining or the
1756			up-grading of skills. The coursework must be approved in advance by the
1757			Dean and Vice President.
1758			
1759		5.	Coursework taken for column advancement outside the faculty member's
1760		0.	primary assignment must be approved by the Vice President prior to
1761			enrolling in the course(s).
1762			
1763		6.	A passing grade must be corned in all coursework accorded for colors
1764		0.	A passing grade must be earned in all coursework accepted for salary
1765			classification credit. A pass/fail course must be noted as pass and a
1766			credit/non-credit course must be noted as credit in the transcript.
1767		7.	Column advancement based on sourcewark or completion of a desire
1768		1.	Column advancement based on coursework or completion of a degree
1769			can occur in Fall and Spring. Official verification of coursework taken
1770			and/or degree conferred must be submitted to Human Resources by
1771			August 1st for column advancement for the Fall semester and January
			3rd for column advancement for the Spring semester.
1772	VI.	Destaral Stin	anda
1773	VI.	Doctoral Stipe	anus
1774 1775		Full time feeu	the members who hold an earned destants from an even that the the
1776		Pull-time lacu	Ity members who hold an earned doctorate from an accredited institution $a_{1}^{2}$ at the base colored dofined in earlier 1.4.4.1.4.2.
		Snall receive	a stipend of 5.6% of the base salary as defined in section I.A.1.II.A.2 as
1777		part of their a	nnual Salary.
1778	VII	State of Calif.	annia Dant time Davity Commandation Frank
1779	VII.	State of Califo	ornia Part-time Parity Compensation Funds
1780		State of Call	
1781		State of Lain	fornia part-time pP arity compensation funds ("parity pay") received from
1782		the State of C	California will be distributed among part-time faculty only (e.g., work
1783		performed by	part-time faculty during the 2014-2015 an academic year will be paid in
1784		the fail <u>2015</u> s	semester of the following academic year).
1785			
1786	VIII.	Increase in C	ompensation
1787			
1788		A. For the	e 20152018-2016 2019 academic year and the 2016 2019 summer term,
1789		the Fu	Ill-time Academic Salary Schedule will reflect an increase of six percent
1790		<del>(6%)</del> -2	2.71% over the salary schedule of the previous year. The Part-time
1791		Classr	oom Academic Salary Schedule, and the Full-time Overload/Part-time
1792		Non-c	lassroom Academic Salary Schedule and the Part-time Non-classroom
1793			emic Salary Schedule will be adjusted as described in Section II of this
1794		Article	
1795			
1796		B. For the	e 20162019-2017 2020 academic year and the 2017 2020 summer term,
1797		the Fu	Il-time Academic Salary Schedule, the Part-time Classroom Academic
1798		Salary	Schedule, and the Full-time Overload/Part-time Non-classroom

1804	state budget exceeds 2.	57%, the parties agree that Article XXX shall
1805	automatically be reopen	ed for further negotiations.
1806		
1807	C. For the 20172020-2018 2	021 academic year and the 2018 2021 summer term,
1808	the Full-time Academic Sa	alary Schedule, the Part-time Classroom Academic
1809	Salary Schedule, and the	Full-time Overload/Part-time Non-classroom
1810	Academic Salary Schedul	e, and the Part-time Non-classroom Academic
1811	Salary Schedule will refle	ect an increase of three percent (3%)-2.67% over the
1812	salary schedule of the pre	vious year.
1813		
1814	However, if the 2020-202	21 state-funded COLA as reflected in the adopted
1815	state budget exceeds 2.0	67%, the parties agree that Article XXX shall
1816	automatically be reopen	ed for further negotiations.
1817		
1818		
1819	South Orange County Community	South Orange County Community College
1820	College District	District Faculty Association, CTA/NEA
1821	$\Lambda$ $($ $,$ $\Omega$	
1822		
1823	- CVVM	r (),
1824	For SOCCCD	For SOCCCDFA
1825	Dr. Cindy Vyskocil	Lewis Long
1826	Vice Chancellor, Human Resources	Chief Negotiator
1827		
1828	lalin	
1829	1/9/19	(9)19
1830	Date /	Date

salary schedule of the previous year.

1799 1800

1801 1802

1803

Academic Salary Schedule, and the Part-time Non-classroom Academic Salary Schedule will reflect an increase of three percent (3%)-2.57% over the

However, if the 2019-2020 state-funded COLA as reflected in the adopted

#### Faculty Association Negotiations Costing January 2019

	2018-2019		201	9-2020	20		
	Parity %	% Increase	Parity %	<u>% Increase</u>	Parity %	<u>% Increase</u>	
Full-time Faculty		2.71%		2.57%		2.67%	
Part-time & Summer Classroom Faculty	57.00%	5.43%	57.20%	2.86%	57.30%	2.86%	(Currently 55.55% parity)
Full-time Classroom Faculty Overload	48.95%	3.45%	49.10%	2.89%	49.15%	2.73%	(Currently 48.60% parity)
PT, Summer, & Overload Non-classroom	48.60%	2.72%	48.60%	2.56%	48.60%	2.67%	(Currently 48.60% parity)

Increase College Work Experience from .10 LHE to .18 LHE per student

Increase Department Chair Stipends by eliminating lowest tier

	Increased Annual Cost										Cumulative Cost						
	2018-2019						2019-2020 2020-2021		2018-2019		2019-2020		2020-2021				
Salary Increases CWE Increa		E Increase	Department Chair Increase			Total	Salary Increases		Salary Increases Cumulative Cost		nulative Cost	Cumulative Cost		С	umulative Cost		
\$	2,881,403	\$	22,541	\$	92,205	\$	2,996,149	\$	2,198,989	\$	2,302,818	\$	2,996,149	\$	8,191,287	\$	15,689,243
\$	561,297	\$	4,391	\$	17,962	\$	583,650	\$	469,044	\$	513,497	\$	583,650	\$	1,636,344	\$	3,202,535
\$	3,442,700	\$	26,932	\$	110,167	\$	3,579,799	\$	2,668,033	\$	2,816,315	\$	3,579,799	\$	9,827,631	\$	18,891,778
							3.68%		2.70%		2.74%		3.68%		6.38%		9.12%
																(	compounded)

Salary Benefits **Total** 

- **TO:** Board of Trustees
- **FROM**: Kathleen F. Burke, 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.

# SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

# SADDLEBACK COLLEGE

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Торіс
11/29/2018 1:30pm – 2:45pm	BGS 135	Poly Zweigle	Child Development	Cynthia Rodriguez	Help Me Grow Orange County; Providing Developmental Services for Children
12/5/2018 9:00 am	BGS 144	Lori Hoolihan	Fundamentals of Nutrition (FN 50)	Mike Haller	Foodborne Illness

# **IRVINE VALLEY COLLEGE**

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Торіс
12/8/18 9:45 – 10:45am	BSTIC 103	Jodi Titus	Phi Theta Kappa College Knowledge	Doug McKeague	Family Attorney Journey from Undergrad to Current Profession
12/8/18 9:45 – 10:45am	BSTIC 103	Jodi Titus	Phi Theta Kappa College Knowledge	Sarah Chang	OC Public Defender Journey from Undergrad to Current Profession
12/8/18 9:45 – 10:45am	BSTIC 103	Jodi Titus	Phi Theta Kappa College Knowledge	Jason Lee	Innocean Digital Marketing Journey from Undergrad to Current Profession
12/8/18 9:45 – 10:45am	BSTIC 103	Jodi Titus	Phi Theta Kappa College Knowledge	Phillip Chow	Beckman High School Biology Teacher Journey from Undergrad to Current Profession
12/8/18 9:45 – 10:45am	BSTIC 103	Jodi Titus	Phi Theta Kappa College Knowledge	Robert Diaz	Personal Trainer Business Journey from Undergrad to Current Profession

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Торіс
12/17/18 1 – 3pm	Tustin Senior Center	Louise Jacobs	For the Love of Music – Emeritus	Joann Oh	Concert Pianist Performing/talking About Preparing for International Competition
1/8/18 9am-12pm	PAC	Dan DeRoulet	President's Opening Session of Flex Week	Darren Brahm	Safety on College Campuses and IVC Safety Planning
1/8/18 9am-12pm	PAC	Dan DeRoulet	President's Opening Session of Flex Week	Michelle N. Deutchman	Safety on College Campuses and IVC Safety Planning
1/8/18 9am-12pm	PAC	Dan DeRoulet	President's Opening Session of Flex Week	Rick Gramer	Safety on College Campuses and IVC Safety Planning
1/8/18 9am-12pm	PAC	Dan DeRoulet	President's Opening Session of Flex Week	Don Han	Safety on College Campuses and IVC Safety Planning
1/8/18 9am-12pm	PAC	Dan DeRoulet	President's Opening Session of Flex Week	Mike Hamel	Safety on College Campuses and IVC Safety Planning
1/8/18 9am-12pm	PAC	Dan DeRoulet	President's Opening Session of Flex Week	Pat Hurtado	Safety on College Campuses and IVC Safety Planning
1/8/18 9am-12pm	PAC	Dan DeRoulet	President's Opening Session of Flex Week	Ana Miller	Safety on College Campuses and IVC Safety Planning
1/8/18 11am – 12pm	PAC	Dan DeRoulet	President's Opening Session of Flex Week	Debbie Hutchinson	Safety on College Campuses and IVC Safety Planning
1/8/18 11am – 12pm	PAC	Dan DeRoulet	President's Opening Session of Flex Week	Stacy Lavino	Safety on College Campuses and IVC Safety Planning
1/8/18 11am – 12pm	PAC	Dan DeRoulet	President's Opening Session of Flex Week	Pilar Morin	Safety on College Campuses and IVC Safety Planning

- **TO:** Board of Trustees
- **FROM**: Kathleen F. Burke, Chancellor
- RE: SOCCCD: Staff May Respond to Public Comments from the Previous Board Meeting
- ACTION: None

#### 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:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Facilities Plan Status Report
- ACTION: Information

# BACKGROUND

At the request of the Board of Trustees, this report is prepared and submitted monthly to provide the Board with information on major capital projects underway and/or planned. Each project includes the project description, budget narrative, status, whether the project is in progress or recently completed and the current focus. Words appearing in *italics* indicate a change from the previous report. The dates appearing in **bold font** indicate that the associated phase is completed.

# <u>STATUS</u>

EXHIBIT A provides an up-to-date report on the status of major capital projects.

FACILITIES PLAN STATUS REPORT January 22, 2019

# 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 completed 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. This report contains information on projects over \$1 million that are listed in the Facilities Master Plans for both colleges and projects that include associated planning efforts.

#### 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	Mar 2014	Award D/B Contract	Aug 2016
Start Working Drawings	Sep 2016	Complete Construction	Nov 2019
Complete Working Drawings	Nov 2017	Advertise for FF&E	N/A
DSA Final Approval	Nov 2018	DSA Close Out	Pending

SC Stadium and Site Improvement	
	1453 days
Planning	
	196 days
Bid & Award	
	371 days
Design	
	328 days
DSA Review & Approval	
	239 days
Construction	
	300 days
Closeout	
	23 days

<u>Budget Narrative</u>: Budget reflects Board agenda action on 3/24/2008, 6/23/2014, and 6/22/2015. 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>: Construction Phase: Stadium utilities and building foundations. Revised substantial completion date set for the end of October 2019 to target homecoming game.

<u>In Progress</u>: Site utilities installation and building footings excavation continues, off-site light poles fabrication, final grading for irrigation and planting along base of retaining wall.

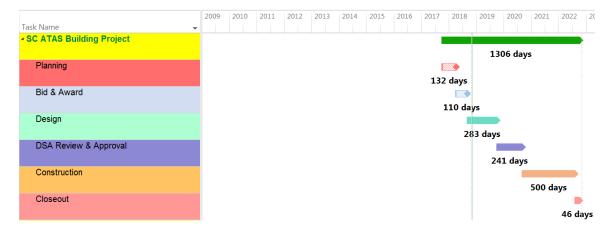
<u>Recently Completed</u>: *AT&T relocated cell tower data, storm drain installed at College Drive East and Avery Entrance.* DSA approval and *contractor recovery schedule complete. Held initial outfall design discussions with the County of Orange.* 

<u>Focus</u>: Complete Design-build Entity remaining sub-trades buyout. Monitor steel tariffs impact. *Resolve* storm drain design with County of Orange. *Finalize change order for college requests and for unknown site conditions encountered*.

# 2. ATAS BUILDING PROJECT

<u>Project Description</u>: The Project includes a new 50,000 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 college has requested that the existing TAS Building demolition, utility relocation and new parking lot be de-scoped from this project. See SC TAS Building Assessment in this report.

Start Preliminary Plans	Oct 2017	Award D/B Contract	Aug 2018
Start Working Drawings	Oct 2018	Complete Construction	Aug 2022
Complete Working Drawings	Sep 2019	Advertise for FF&E	Pending
DSA Final Approval	Sep 2020	DSA Close Out	Pending



<u>Budget Narrative</u>: In fiscal years 2002-2003 and 2004-2005, \$971,000 and \$985,000 respectively, for a total of \$1,956,000 was allocated from basic aid to cover design. Budget reflects Board agenda action on 8/27/2012, 10/25/2013, 6/23/2014, 8/22/2016 and 5/21/2018. On August 27, 2012, the Board approved \$12,777,313. On October 25, 2013, the Board approved fund reassignment of \$8,523,000 to the Saddleback College Sciences Building. On June 23, 2014, the Board restored \$8,523,000 and added \$2,702,000. On August 22, 2016, the Board approved \$3,110,000. On May 21, 2018, the Board approved \$44,863,622 to fund a new building. The ATAS Building project budget of \$64,100,000 differs from the basic aid allocation due to funds spent for the Technology and Applied Science renovation project prior to the decision to move forward with a new building.

	Original	Revision	Total
Project Budget:	-		
TAS Renovation	\$8,755,055	\$ (7,446,120)	\$ 1,308,935
ATAS Building	\$ 0	\$64,100,000	\$64,100,000
Total	\$8,755,055	\$56,653,880	\$65,408,935
District Funding Commitment:	\$8,755,055	\$56,653,880	\$65,408,935
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$1,956,000	\$63,452,935	\$65,408,935

Status: 50% Design Development for the ATAS Building & the Tennis Courts Center.

<u>In Progress</u>: ATAS & Athletics user groups *design review meetings, site tour to verify building equipment, and* weekly design coordination meetings *with Design-build Entity.* 

<u>Recently Completed</u>: *Design development presentation to* Saddleback College Executive Cabinet. *Pre-application meeting with the Division of the State Architect (DSA).* 

<u>Focus Issue</u>: Continue design for the new Tennis Courts Center and the new ATAS Building. Schedule design review meetings and obtain stakeholders' sign-off. Schedule design review meeting with Orange County Fire Marshal.

## **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 project will reduce the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	2019-2020	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

Task Name	20	009 2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	20
SC Gateway Project															
Disasian												87	73 days		
Planning											90 da	avs			
Design															
											17	'4 days	;		
DSA Review & Approval															
												154	days		
Bid & Award															
												4	16 days		
Construction															
													37	2 days	
Closeout															
														23 d	lav

<u>Budget Narrative</u>: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016 and 6/26/2017. 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. On June 26, 2017, the Board approved \$16,832,003 with basic aid match of \$10,145,180 outstanding. The state match adjusts annually due to the change in cost index by the State Chancellor's office and is identified below. The District revised the funding commitment from 30 to 50 percent of state supportable costs to increase state funding competitiveness. The project budget includes additional funds identified to address costs not accounted for in state funding.

	Original	Revision	Total
Project Budget:	\$42,867,000	\$ 7,271,591	\$50,138,591
District Funding Commitment:	\$12,814,000	\$11,906,698	\$24,720,698
Anticipated State Match:	\$30,053,000	\$(4,635,107)	\$25,417,893
Basic Aid Allocation:	\$ 1,545,115	\$18,113,705	\$19,658,820
Unallocated District Contribution:			\$ 5,061,878

<u>Status</u>: Pursuing state funding match. SOCCCD projects, the Saddleback College Gateway project and the Irvine Valley College Fine Arts Complex project, are currently being recommended for the 2019-2020 fiscal year funding cycle.

In Progress: The State Department of Finance is reviewing this project.

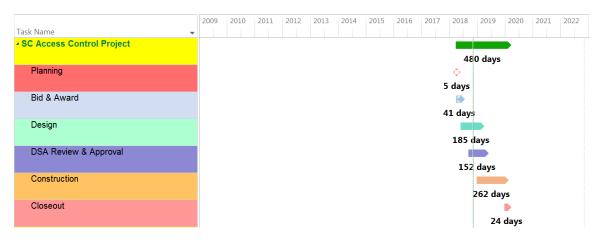
<u>Recently Completed</u>: The State Chancellor's office developed a project list for the 2019-2020 fiscal year Department of Finance submittal. On September 17, 2018, the Board of Governors approved the 2019-2020 Capital Outlay Spending Plan. The State Chancellor's office is requesting funding for both the preliminary plans and the working drawings for this project. *The District has provided the State Chancellor's office with the requested seismic evaluation for the three buildings housing curriculum that will transfer to the Fine Arts Building*.

<u>Focus</u>: Staff continues to follow Sacramento activities to ensure maximum funding potential. Staff is monitoring the Governor's budget release in January 2019 to verify the project is moving forward in the state process.

#### 4. ACCESS CONTROL PROJECT

<u>Project Description</u>: This project will retrofit 1,535 existing doors campus-wide with electronic door locks to provide access control and enhanced safety. This project is similar to the standard established at the Science Building, with hardware synchronized to software monitored by the Saddleback College Police.

Criteria Development	Apr 2018	Award D/B Contract	May 2018
Start Working Drawings	Jun 2018	Complete Construction	Jan 2020
Complete Working Drawings	Feb 2019	FF&E	N/A
DSA Final Approval	Apr 2019	DSA Closeout	Pending



<u>Budget Narrative</u>: Budget reflects the Board agenda action on 6/26/17 and 5/21/18. On June 26, 2017, the Board approved \$3,000,000 for District-wide ADA Transition Plan. Saddleback College assigned its \$1,600,000 share of the ADA transition funds to this project. On May 21, 2018, the Board approved \$4,000,000. Saddleback College also assigned \$1,364,296 from college general funds. Additionally, State Scheduled Maintenance allocations across FY 2015-16, 2016-2017, 2017-2018 total \$4,845,914.

	Original	Revision	Total
Project Budget:	\$11,810,210	\$0	\$11,810,210
District Funding Commitment:	\$ 6,964,296	\$0	\$ 6,964,296
Basic Aid Allocation:	\$ 4,000,000	\$0	\$ 4,000,000
Basic Aid ADA Allocation:	\$ 1,600,000	\$0	\$ 1,600,000
College General Fund:	\$ 1,364,296	\$0	\$ 1,364,296
State Scheduled Maintenance			
Allocation:	\$ 4,845,914	\$0	\$ 4,845,914

<u>Status</u>: DSA back check for Increment 1(Police, Central Plant, and Technology Services), DSA submittal for Increment 2 (BGS and SSC), and Design phase for Increment 3 (Health Sciences, AGB, LRC).

<u>In Progress</u>: Surveying camera locations for Increment 3. Performing field survey of existing conditions at Increment 4 (Fine Arts Complex). Reviewing accessibility components.

<u>Recently Completed</u>: *Partnering session. Analysis and repair of existing software faults. Increment 3 room numbering review.* 

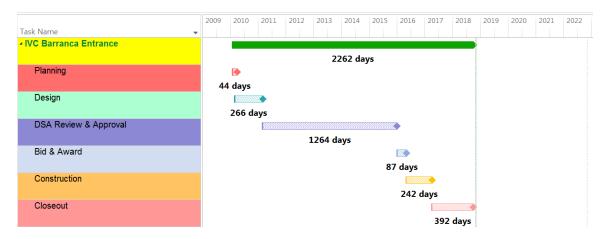
<u>Focus</u>: Continue survey and document development for future increments. Apply lessons learned from Beta phase.

## **IRVINE VALLEY COLLEGE**

## 1. BARRANCA ENTRANCE (LASER WAY)

<u>Project Description</u>: This project created a new, signalized entrance with vehicular, bicycle and pedestrian access, including landscaping, leading to the college perimeter road from Barranca Parkway.

Start Preliminary Plans	Feb 2010	Award Construction Contract	May 2016
Start Working Drawings	Mar 2011	Complete Construction	Apr 2017
Complete Working Drawings	Mar 2011	Advertise for FF&E	N/A
DSA Final Approval	Dec 2012	DSA Close Out	N/A



<u>Budget Narrative</u>: Budget reflects Board agenda action on 4/27/2009. The basic aid assignment of \$2,850,000 was sufficient to meet project costs. During the 2017-2018 CIC/BAARC cycle \$513,116 was returned to basic aid.

	Original	Revision	Total
Project Budget:	\$2,850,000	\$513,116	\$2,336,884
District Funding Commitment:	\$2,850,000	\$513,116	\$2,336,884
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$2,850,000	\$513,116	\$2,336,884

Status: Close out Phase: Southern California Edison (SCE) and the City of Irvine.

In Progress: Project close-out. Finalize SCE landscaping easement.

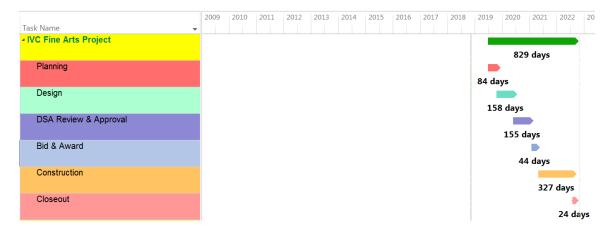
Recently Completed: Easement recorded with County Recorder's Office.

Focus: Staff will remove this project from future reports.

## 2. FINE ARTS PROJECT

<u>Project Description</u>: The proposed project will construct three buildings totaling 40,155 assignable square feet (ASF), 57,560 gross square feet (GSF) and will consolidate and expand the Fine Arts department. Art, Art History, Music and Dance instruction will relocate from laboratories currently housed across a number of different buildings on campus. The Fine Arts buildings, located southwest of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Space will be vacated within the B-100, B-300 and A-300 buildings for future renovation.

Start Preliminary Plans	2019-2020	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 6/17/2013, 6/23/2014, 8/22/2016 and 6/26/2017. On June 17, 2013, the Board approved \$61,278. On June 23, 2014, the Board approved \$795,000. On August 22, 2016, the Board approved \$1,659,739. On June 26, 2017, the Board approved \$12,932,581 with basic aid match of \$8,913,402 outstanding. The state match adjusts annually due to the change in cost index by the State Chancellor's office and is identified below. The District revised the funding commitment from 30 to 50 percent of State supportable costs to increase state funding competitiveness. The project budget includes additional funds identified to address costs not accounted for in state funding.

	Original	Revision	Total
Project Budget:	\$35,703,000	\$ 8,159,588	\$43,862,588
District Funding Commitment:	\$10,562,000	\$10,938,500	\$21,500,500
Anticipated State Match:	\$25,141,000	\$(2,778,912)	\$22,362,088
Basic Aid Allocation:	\$ 795,000	\$14,592,320	\$15,448,598
Unallocated District Contribution:			\$ 6,051,902

<u>Status</u>: Pursuing state funding match. SOCCCD projects, the Saddleback College Gateway project and the Irvine Valley College Fine Arts Complex project, are currently being recommended for the 2019-2020 fiscal year funding cycle.

## In Progress: The State Department of Finance is reviewing this project.

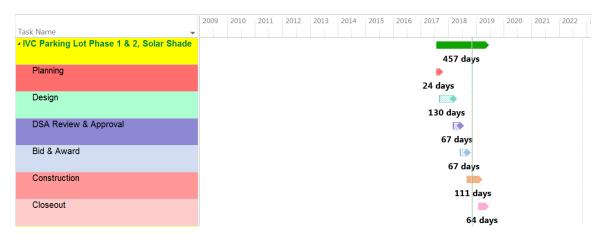
<u>Recently Completed</u>: State Chancellor's office has developed a project list for the 2019-2020 fiscal year Department of Finance submittal. On September 17, 2018, the Board of Governors approved the 2019-2020 Capital Outlay Spending Plan. The State Chancellor's Office is requesting funding for both the preliminary plans and the working drawings for this project. *The District has provided the State Chancellor's office with the requested seismic evaluation for the three buildings housing curriculum that will transfer to the Fine Arts Building*.

<u>Focus</u>: Staff continues to follow Sacramento activities to ensure maximum funding potential. Staff is monitoring the Governor's budget release in January 2019 to verify if the project is moving forward in the state process.

## 4. PARKING LOT PHASE 1 & 2 AND SOLAR SHADE PROJECT

<u>Project Description</u>: This project includes development of a 190,000 square foot, lighted parking lot creating 594 additional parking spaces. The project includes photovoltaic panels supported on parking canopies and a battery storage system. Both systems will interconnect with the local utility grid and integrate with the campus electrical system, which will be consolidated in response to utility requirements.

Start Preliminary Plans	Sep 2017	Award Construction Contract	Aug 2018
Start Working Drawings	Dec 2017	Complete Construction	Feb 2019
Complete Working Drawings	Mar 2018	Advertise for FF&E	Oct 2018
DSA Final Approval	Jun 2018	DSA Close Out	May 2019



<u>Budget Narrative</u>: Budget reflects Board action on 6/23/2014, 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. 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 to allow inclusion of the solar shade project and add a connection to the new perimeter road. On June 26, 2017, the Board approved \$733,000. On May 21, 2018, the Board approved \$1,300,000 to include the phase II parking scope.

	Original	Revision	Total
Project Budget:	\$3,010,000	\$5,778,000	\$8,788,000
District Funding Commitment:	\$3,010,000	\$5,778,000	\$8,788,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$3,010,000	\$5,778,000	\$8,788,000

<u>Status</u>: Construction Phase for Parking Lot project. DSA Review & Approval Phase for Battery Energy Storage project. *Construction phase for consolidated electrical infrastructure*.

In Progress: Fine grading and aggregate placement.

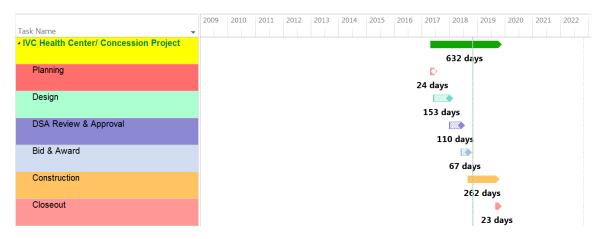
<u>Recently Completed</u>: Parking lot lighting concrete foundations placed. Extension of power and communication conduits extended to Performing Arts Center electrical room. DSA provided plan review comments for Battery Energy Storage. Contract awarded for consolidated electrical system. Curb and gutter installation.

<u>Focus</u>: Parking lot finish grade. Consolidated electrical conduit installation and coordination of Southern California Edison work. Respond to DSA plan review comments for Battery Energy Storage design. Continue solar shade system procurement.

# 5. HEALTH CENTER/CONCESSION PROJECT

<u>Project Description</u>: This project is a new one story building with an estimated 2,214 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. The new Health Center/Concession building is located adjacent to the baseball fields and includes baseball bleacher seating for 300.

Start Preliminary Plans	May 2017	Award Construction Contract	Aug 2018
Start Working Drawings	Jul 2017	Complete Construction	Sep 2019
Complete Working Drawings	Jan 2018	Advertise for Equipment	Feb 2019
DSA Final Approval	Jun 2018	DSA Close Out	Pending



<u>Budget Narrative</u>: Budget reflects Board action on 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. On June 22, 2015, the Board approved \$400,000. On August 22, 2016, the Board approved \$5,338,000. On June 26, 2017, the Board approved \$402,000. On May 21, 2018, the Board approved \$1,360,000.

	Original	Revision	Total
Project Budget:	\$5,200,000	\$2,300,000	\$7,500,000
District Funding Commitment:	\$5,200,000	\$2,300,000	\$7,500,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 400,000	\$7,100,000	\$7,500,000

Status: Construction Phase.

In Progress: Building framing and installation of baseball field netting.

Recently Completed: Building slab concrete placement.

<u>Focus</u>: Building wall framing and baseball netting installation. Installation of site utilities to off-site points of connection.

# ATEP

# **1. ATEP - IVC FIRST BUILDING**

<u>Project Description</u>: This project is a new two-story 20,249 assignable square feet (ASF), 32,492 gross square feet (GSF) building. The new ATEP IVC First Building consists primarily of lab classrooms with some lecture classroom space, offices and student support services. The building was designed for automation (HAAS), subtractive and additive 3-D sculpting labs, design model prototyping, electronics, photonics, electrical, engineering computer labs, the testing center and some spaces that represent expansion. In addition to the programs identified during design, a portion of the Adult ESL (English as a second language) and the Emeritus and Community Education offices were moved to the ATEP IDEA building at its opening. The project includes 50kV of solar electric power and is a LEED Gold Equivalent building.

Start Preliminary Plans	Oct 2014	Award D-B Contract	Jun 2015
Start Working Drawings	Jul 2015	Complete Construction	Mar 2018
Complete Working Drawings	Mar 2016	Advertise for FF&E	Sep 2017
DSA Final Approval	Sep 2016	DSA Close Out	Aug 2018

Task Name	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
ATEP IVC First Building (IDEA)						1								
								115	4 days					
Planning						I								
						89	days							
Bid & Award														
						8	87 days							
Design														
							197	days						
DSA Review & Approval														
							:	133 da	ys					
Construction														
									391 da	ys				
Closeout														
									1	10 day	'S			

<u>Budget Narrative</u>: Budget reflects Board action on 2/28/2011, 6/23/2014, 6/22/2015, 8/22/2016 and 6/26/2017. On February 28, 2011, the Board approved \$12,500,000, originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First

Building with \$8,950,000 additional funds Board approved on June 23, 2014. On June 22, 2015, the Board approved \$3,250,000 for associated parking. On August 22, 2016, the Board approved the FF&E budget of \$1,600,000. The College applied Irvine Valley College RDA funds equaling \$1,250,000 for an expanded lobby and \$700,000 for additional IT equipment. On June 26, 2017, the Board approved \$1,100,000.

	Original	Revision	Total
Project Budget:	\$23,000,000	\$ 6,350,000	\$29,350,000
District Funding Commitment:	\$23,000,000	\$ 6,350,000	\$29,350,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$21,450,000	\$ 5,950,000	\$27,400,000
College Contribution:	\$ 0	\$ 1,950,000	\$ 1,950,000

Status: Project Closeout

<u>In Progress</u>: Coordinate with contractor and SCE for battery storage Permission to Operate (PTO).

<u>Recently Completed</u>: Installed battery storage system. *Obtained battery storage interconnect agreement with utility agency and activated system.* 

<u>Focus</u>: Obtain photovoltaic interconnect agreement with utility agency allowing system to "go live".

## 2. ATEP – UTILITIES AND INFRASTRUCTURE (Fencing)

<u>Project Description</u>: The fencing project is an extension to the Utilities and Infrastructure project, which supports the ATEP IVC First Building and future development. The fencing will enclose the undeveloped portions of the ATEP site increasing security and improving site monitoring. *Project includes minor landscape/signage improvement*.

Start Preliminary Plans	Sep 2018	Award Construction Contract	Nov 2018
Start Working Drawings	Sep 2018	Complete Construction	Apr 2019
Complete Working Drawings	Sep 2018	Advertise for FF&E	N/A
DSA Final Approval	N/A	DSA Close Out	N/A

				2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Task Name	🔹 Start 🗨	🗸 Finish 🚽 👻	Predecesso													
<ul> <li>ATEP Utilities and Infrastructure (Fencing)</li> </ul>	Mon 9/3/18	Thu 4/18/19											days			
Planning	Mon 9/3/18	Tue 10/2/18										C 22 d				
Bid & Award	Tue 10/2/18	Wed 10/31/18										22 u 22 c	>			
Design	Mon 9/3/18	Mon 11/5/18										₹ 46 d	ays			
Construction	Fri 11/2/18	Thu 4/18/19										12	) days			
Closeout	Mon 2/4/19	Mon 3/4/19											● I days			

<u>Budget Narrative</u>: Budget reflects Board action on 6/22/2015 and 8/22/2016. On June 22, 2015 the Board approved \$7,000,000. 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.

<u>In Progress</u>: Planting adjacent to bio swale. Parking lot stalls stenciling and signage installation.

<u>Recently Completed</u>: Concrete placement complete. Existing fence demolition complete. Landscape irrigation installation complete.

Focus: *Phased fence and gate installation*.

# **3. ATEP – SIGNAGE PROJECT**

<u>Project Description</u>: Wayfinding signage for ATEP consists of monument, vehicle and pedestrian signage. This signage will define the campus as a destination, support route planning, clarify entrances and parking, create a main pathway, and establish a standardized naming system.

Start Preliminary Plans	Mar 2017	Award Construction Contract	Jun 2019
Start Working Drawings	Aug 2018	Complete Construction	Feb 2020
Complete Working Drawings	Jan 2019	Advertise for FF&E	N/A
DSA Final Approval	Apr 2019	DSA Close Out	Apr 2020

Task Name	- Start	Finish 🚽	Predecesso	2011 2	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
ATEP Signage Project	Wed 3/1/17	Mon 3/2/20													
Planning	Wed 3/1/17	Wed 8/1/18									784 da	iys			
Desire	Wed 8/1/18	E-: 4/4/40								371	days				
Design	wed 8/1/18	Fri 1/4/19									113 d	) ays			
DSA Review & Approval	Mon 1/7/19	Tue 4/9/19													
Bid & Award	Mon 2/4/19	Tue 6/4/19									67	days			
Construction	Mon 6/3/19	Tue 2/4/20									87	' days			
Construction	WON 0/3/19	Tue 2/4/20										177 d	ays		
Closeout	Mon 2/3/20	Mon 3/2/20											•		
												21	days		

Budget Narrative: Budget reflects Board action on 5/21/2018. On May 21, 2018, the Board approved \$500,000.

	Original	Revision	Total
Project Budget:	\$3,000,000	\$0	\$3,000,000
District Funding Commitment:	\$ 500,000	\$0	\$ 500,000
Anticipated State Match:	\$ 0	\$0	\$ 0
Basic Aid Allocation:	\$ 500,000	\$0	\$ 500,000

Status: Design Phase.

In Progress: Review of design submittal.

<u>Recently Completed</u>: District reviewed design documents and required revisions.

<u>Focus</u>: *District to meet with architect to expedite final design changes*. Submit plans to DSA by *January 2019* and concurrently obtain approval from the City of Tustin.

#### **DISTRICT WIDE**

#### 1. SUSTAINABILITY/ ENERGY PLAN

<u>Project Description</u>: The Sustainability/Energy Plan supports the colleges' plans for future sustainability/energy projects, will provide best practices, will aid with energy savings programs, and recommends various sustainability projects. The project has two phases, the first *developed* building design and construction guidelines and the second develops campus organizational policies and procedures. The Plan will inform the upcoming Facilities Master Plan process.

Kick Off, Phase II	Feb 2019	Start Plan Development	Jul 2019
Start Research/Analysis	Feb 2019	Complete Plan	Oct 2019
Complete Research/Analysis	Jul 2019	Final Plan, Phase II	Dec 2019

Task Name	8	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
District-wide Sustainability/Energy Plan															
											2	235 da	ys		
Kick Off												•			
											5	days			
Research & Analysis															
											12	0 days	5		
Plan Development															
												65 da	ys		
Final Plan															
												52 c	lays		

<u>Budget Narrative</u>: Budget reflects Board action on 6/22/2015, 8/22/2016, 6/26/2017, and 5/21/2018. On June 22, 2015, the Board approved \$200,000. On August 22, 2016, the Board approved \$40,000. On June 26, 2017, the Board approved \$200,000. On May 21, 2018, the Board approved \$200,000.

	Original	Revision	Total
Project Budget:	\$200,000	\$440,000	\$640,000
District Funding Commitment:	\$200,000	\$440,000	\$640,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$440,000	\$640,000

Status: Phase II Contract negotiations.

<u>In Progress</u>: *Consultant contract negotiations are underway*.

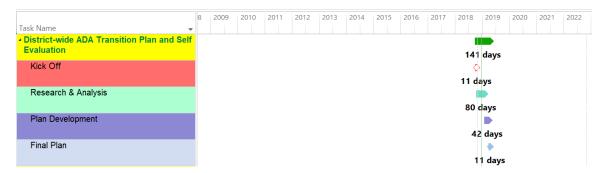
<u>Recently Completed</u>: *Review expectations for Phase II. Review other colleges' Energy Implementation Plans* 

Focus: Finalize consultant contract. Reengage college committees.

### 2. ADA TRANSITION PLAN AND SELF EVALUATION

<u>Project Description</u>: The ADA Transition Plan project audited District-wide access compliance and prioritized, budgeted and scheduled the District's Americans with Disabilities Act (ADA) Transition Plans. This information will inform the upcoming Facilities Master Plan process. Phase II work includes self-evaluation of services, policies and practices.

Kick Off – Phase II	Nov 2018	Start Plan Development	Feb 2019
Start Research/Analysis	Nov 2018	Complete Plan	Apr 2019
Complete Research/Analysis	Jan 2019	Final Plan	May 2019



<u>Budget Narrative</u>: Budget reflects Board action on 6/22/2015, 6/27/2016 and 6/26/2017. 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

<u>Status</u>: Phase I work complete. Meetings with District and college steering committee and work groups began in November.

<u>In Progress</u>: Meetings with steering committee and working groups.

<u>Recently Completed</u>: *Kick off presentation to District Administrators and Managers.* Notification of process start to college community.

<u>Focus</u>: Continue consultant meetings with working groups and develop surveys and questionnaires. Review recently revised district policies.

### 3. MAPPING AND CONDITION ASSESSMENT

<u>Project Description</u>: This project comprehensively documents the horizontal and vertical positions of underground utilities and assesses existing conditions. Accurate utility information prevents construction delays, claims, and utilities conflicts.

Kick Off	Aug 2018	Start Plan Development	Aug 2018
Start Research/Analysis	Aug 2018	Draft Plan	Mar 2019
Complete Research/Analysis	Mar 2019	Final Plan	Jun 2019

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Task Name	-													
District-wide Mapping and Condition														
Assessment										231	. days			
Kick Off										$\diamond$				
										11 da	ys			
Research & Analysis														
										143	days			
Plan Development														
										e	7 days			
Final Plan											•			
											12 day	s		

<u>Budget Narrative</u>: Budget reflects Board action on 8/22/2016, 6/26/2017, and 5/21/2018. On August 22, 2016, the Board approved \$400,000. On June 26, 2017, the Board approved \$500,000. On May 21, 2018, the Board approved \$3,000,000.

	Original	Revision	Total
Project Budget:	\$400,000	\$3,500,000	\$3,900,000
District Funding Commitment:	\$400,000	\$3,500,000	\$3,900,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$3,500,000	\$3,900,000

<u>Status</u>: Phase One (Underground Utility Systems Designating & Mapping Phase) *at Irvine Valley College (IVC)* & Phase Two (Underground Utilities Test Borehole) at Saddleback College.

<u>In Progress</u>: *Initiate locating* and mapping underground utilities at *IVC*. *Continue data collection*, surveying underground utility elevations, and telecommunication system vaults investigation at Saddleback College. Hold Saddleback College's Facilities Maintenance & Operations (FMO) and Information Technology (IT) coordination meetings.

<u>Recently Completed</u>: Saddleback College mapping. Hydro excavation, closed-circuit television (CCTV) recording at sewer, and storm drain water jetting at Saddleback College.

<u>Focus</u>: The mapping process continues at IVC using electromagnetic tools, ground penetrating radar (GPR), ram-rods, and robotic cameras.

### 4. SC SCIENCE & MATHEMATICS (SM) BUILDING ASSESSMENT & IVC STRUCTURAL ANALYSIS

<u>Project Description</u>: The Saddleback College Science & Mathematics (SM) Building project assesses structural and life/safety concerns and evaluates building systems. A final report will calculate the feasibility of resolving issues to meet current code requirements and create like-new conditions. The IVC Structural Analysis project will assess foundations and perform a seismic analysis on four buildings: A300, Performing Arts Center (PAC), PE 100, and Student Services Center (SSC) to investigate slab-on-grade and interior wall cracks. A final report will recommend corrections and estimate costs.

Kick Off	Jul 2018	Start Plan Development	Sep 2018
Start Research/Analysis	Jul 2018	Draft Plan	Dec 2018
Complete Research/Analysis	Sep 2018	Final Plan	Jan 2019

Task Name • SC Science & Mathmetics (SM) Building Assessment & IVC Structual Analysis	8	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Kick Off											110 d 12 day	-			
Research & Analysis											© 46 da	ys			
Plan Development											ි 21 da	iys			
Final Plan											45 d	ays			

<u>Budget Narrative</u>: Budget reflects Board action on 6/22/2015 and 6/26/2017. On June 22, 2015, the Board approved \$750,000. On June 26, 2017, the Board approved \$355,000 to fund Project Pre-planning and Investigation dollars, \$200,000 of which was applied to this project.

Project Budget:	Original \$750,000	Revision \$200,000	Total \$950,000
District Funding Commitment:	\$750,000	\$200,000	\$950,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$750,000	\$200,000	\$950,000

Status: Deliverable Phase.

<u>In Progress</u>: Consultants are addressing initial review comments.

<u>Recently Completed</u>: Presented the SM Building report initial findings to Saddleback College Executive Cabinet.

<u>Focus</u>: Coordinate stakeholder's draft report review for Saddleback College SM Building & the IVC Buildings.

## 5. SC TECHNOLOGY AND APPLIED SCIENCES (TAS) BUILDING ASSESSMENT

<u>Project Description</u>: The Saddleback College Technology and Applied Sciences (TAS) Building project assesses structural and life/safety concerns and evaluates building systems. A final report will calculate the feasibility of resolving issues to meet current code requirements and create like-new conditions. The assessment will build upon information obtained during the previous TAS building renovation design process with a focus on evaluating the potential for repurposing rather than demolishing the building.

Kick Off	Jul 2018	Start Plan Development	Aug 2018
Start Research/Analysis	Jul 2018	Draft Plan	Sep 2018
Complete Research/Analysis	Aug 2018	Final Plan	Jan 2019

		2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Task Name	-														
SC Technology and Applied Sciences     (TAO) Building Applied Sciences															
(TAS) Building Assessment											110 c	ays			
Kick Off											$\diamond$	-			
											12 da	/s			
Research & Analysis											$\diamond$				
											12 da	ys			
Plan Development												>			
											67 d	ays			
Final Plan															
											23	days			

<u>Budget Narrative</u>: Budget reflects Board action on 5/21/2018. On May 21, 2018, the Board approved \$175,000.

	Original	Revision	Total
Project Budget:	\$175,000	\$0	\$175,000
District Funding Commitment:	\$175,000	\$0	\$175,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$175,000	\$0	\$175,000

Status: Deliverable Phase.

In Progress: Consultants are addressing initial review comments.

<u>Recently Completed</u>: Page turner review meeting with Saddleback College Executive Cabinet, staff and consultants.

Focus: Issue the final report to Stakeholders.

### GENERAL NOTES

• Project updates for active projects may be viewed at:

http://www.socccd.edu/businessservices/ProjectUpdates.html

- 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 50% match) as the economy has changed 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:** Kathleen F. Burke, 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.

### <u>STATUS</u>

The reports display the Adopted Budget, Revised Budget and transactions through December 31, 2018 (EXHIBIT A). A review of current revenues and expenditures for FY 2018-2019 show they are in line with the budget.

### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

General Fund Income and Expenditure Summary As of December 31, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE			Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS		_				
BEGINNING FUND BALANCE:		\$	70,700,080	70,700,080	70,700,080	100.00%
REVENUES: Federal Sources State Sources Local Sources Other Financing Sources Total Revenue	8100-8199 8600-8699 8800-8899 8900-8912	\$	2,632,479 70,069,588 255,319,299 - 328,021,366	4,550,169 70,689,296 256,871,799 - 332,111,264	589,034 36,642,379 144,936,786 - - 182,168,199	12.95% 51.84% 56.42% 54.85%
FISCAL AGENT PASS THROUGH INCOMING TRANSFERS	8970-8979 8980-8989		4,528,571 6,446,040	4,528,571 6,526,040	2,268,905 1,535,047	50.10% 23.52%
TOTAL SOURCES OF FUNDS		\$	409,696,057	413,865,955	256,672,231	62.02%
USES OF FUNDS						
EXPENDITURES: Academic Salaries Classified 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	\$ 	95,430,837 59,257,036 61,420,772 9,360,109 43,630,360 15,603,835 3,467,749 288,170,698	95,604,597 60,222,472 62,243,638 9,836,504 43,395,430 16,732,289 4,305,666 292,340,596	42,668,816 22,090,563 26,064,705 1,474,922 11,586,542 2,368,227 2,567,220 108,820,995	44.63% 36.68% 41.88% 14.99% 26.70% 14.15% 59.62% 37.22%
OTHER FINANCING USES: Inter Fund Transfers Out Basic Aid Transfers Out Intra Fund Transfers Out Total Other Uses	7300-7399 7300-7399 7400-7499	\$	1,235,000 74,755,841 4,528,571 80,519,412	1,235,000 74,755,841 <u>4,528,571</u> 80,519,412	1,293,917 5,394,000 150,000 6,837,917	104.77% 7.22% 0.00% 8.49%
TOTAL USES OF FUNDS		_	368,690,110	372,860,008	115,658,912	31.02%
ENDING FUND BALANCE		\$	41,005,947	41,005,947	141,013,319	
RESERVES Reserve for Unrealized Tax Collections (Basic Aid) Reserve for Economic Uncertainties College Reserves for Economic Uncertainties TOTAL RESERVES		\$ 	23,847,231 13,858,716 3,300,000 41,005,947	23,847,231 13,858,716 3,300,000 41,005,947		

NOTE: As of December 31, 2017 actual revenues to date were **64.71%** and actual expenditures to date were **30.56%** of the revised budget to date.

### SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary As of December 31, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE			Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS		-				
LOCATION BEGINNING BALANCE		\$	16,885,602	16,885,602	16,885,602	100.00%
REVENUES: Unrestricted Budget Allocation Restricted Budget Allocation Total Revenue		\$	101,307,382 45,338,840 146,646,222	101,307,382 47,904,710 149,212,092	59,790,740 26,383,703 86,174,443	59.02% 55.08% 57.75%
INCOMING TRANSFERS	8980-8989		3,796,040	3,796,040	936,769	24.68%
TOTAL SOURCES OF FUNDS		\$	167,327,864	169,893,734	103,996,814	61.21%
USES OF FUNDS						
Classified Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699	\$ \$	58,033,926 30,774,599 33,816,018 7,377,701 21,729,991 9,822,234 2,588,395 164,142,864	57,356,555 31,303,262 34,187,970 7,714,123 22,903,048 10,855,992 2,387,784 166,708,734	25,519,637 11,072,581 13,722,027 888,191 5,375,300 1,768,356 1,252,840 59,598,932	44.49% 35.37% 40.14% 11.51% 23.47% 16.29% 52.47% 35.75%
Transfers Out	7300-7399 7400-7499	\$	885,000 - 885,000	885,000  885,000	943,917  943,917	106.66%
TOTAL USES OF FUNDS		-	165,027,864	167,593,734	60,542,849	106.66% 36.12%
LOCATION OPERATING BALANCE		\$	2,300,000	2,300,000	43,453,965	
<b>RESERVES</b> Reserve for Economic Uncertainties		\$	2,300,000	2,300,000		

NOTE: As of December 31, 2017 actual revenues to date were **61.88%** and actual expenditures to date were **37.41%** of the revised budget to date.

### **IRVINE VALLEY COLLEGE**

General Fund Income and Expenditure Summary As of December 31, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE			Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised	
SOURCES OF FUNDS		-					
LOCATION BEGINNING BALANCE		\$	5,257,350	5,257,350	5,257,350	100.00%	
REVENUES: Unrestricted Budget Allocation Restricted Budget Allocation Total Revenue		\$	65,828,516 21,595,323 87,423,839	65,828,516 23,119,351 88,947,867	40,365,707 10,873,116 51,238,823	61.32% 47.03% 57.61%	
INCOMING TRANSFERS	8980-8989		2,100,000	2,100,000	417,398	19.88%	
TOTAL SOURCES OF FUNDS		\$	94,781,189	96,305,217	56,913,571	59.10%	
USES OF FUNDS							
EXPENDITURES: Academic Salaries Classified Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay Payments to Students Total Expenditures OTHER FINANCING SOURCES/(USES):	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699	\$ _ \$	33,258,855 18,807,573 21,234,208 1,875,908 12,055,190 5,670,101 879,354 93,781,189	34,109,986 19,244,346 21,685,122 2,025,881 10,584,203 5,737,797 1,917,882 95,305,217	15,711,424 7,088,182 8,663,091 556,222 2,561,625 552,602 1,314,380 36,447,526	46.06% 36.83% 39.95% 27.46% 24.20% 9.63% 68.53% 38.24%	
Transfers Out Other Transfers Total Other Uses	7300-7399 7400-7499	\$ _	- - -				
TOTAL USES OF FUNDS		-	93,781,189	95,305,217	36,447,526	38.24%	
LOCATION OPERATING BALANCE		\$_	1,000,000	1,000,000	20,466,045		
<b>RESERVES</b> Reserve for Economic Uncertainties		\$_	1,000,000	1,000,000			

NOTE: As of December 31, 2017 actual revenues to date were **58.77%** and actual expenditures to date were **42.53%** of the revised budget to date.

ITEM: 7.5 DATE: 1/22/19

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, 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 Pension Plans) 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, 2018 (EXHIBIT A).

For November, the portfolio was composed of 51.2% Common Stocks (Domestic and International) and 48.8% Fixed Funds (Bonds). The portfolio's performance increased 0.84%, ending with a fair market value of \$114,824,706 and an annualized return of 5.27%.



EXHIBIT A Page 1 of 2

December 13, 2018

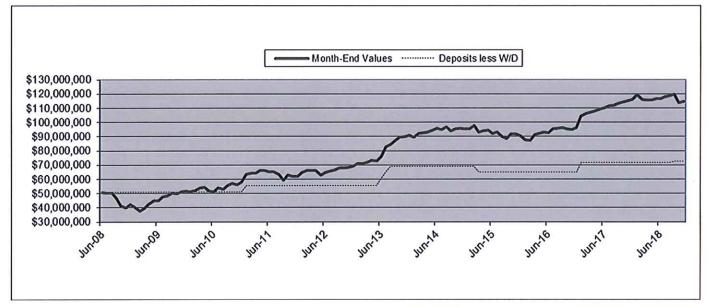
South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on November 30th of \$114,824,705.81 your portfolio's performance was up 0.84% for the month and up 5.27% on an annualized basis since the June 24<sup>th</sup>, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (51.2%) and fixed income funds (48.8%). It was designed to be invested over a long time frame. Total deposits in the amount of \$76,729,695.11 have been received since inception. \$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 2018	<u>Year-To-Date</u>	Annualized Since Inception
South Orange CCCD	0.84%	-2.11%	5.27% annualized return
S&P 500	2.04%	5.11%	9.99% (Domestic Stocks)
MSCI EAFE	-0.13%	-9.39%	2.03% (International stocks)
Barclays Aggregate	0.60%	-1.79%	3.56% (Domestic Bonds)
Barclays Global	0.31%	-3.17%	2.30% (Global Bonds)



Very truly yours,

Scott W. Rankin

Senior Vice President

5901 College Blvd, Ste 200, Overland Park, Kansas 66211

Month - Year	Co	ontributions	С	ontribution Balance	In	Month-End vestment Values
June-08	\$	50,791,103	\$	50,791,103	\$	50,589,708
June-09	\$	-	\$	50,791,103	\$	44,706,214
June-10	\$	-	\$	50,791,103	\$	51,342,419
June-11	\$	4,618,708	\$	55,409,811	\$	65,060,898
June-12	\$	-	\$	55,409,811	\$	64,788,984
June-13	\$	5,000,000	\$	60,409,811	\$	76,038,439
June-14	\$	8,389,913	\$	68,799,724	\$	95,689,395
June-15	\$	(4,000,000)	\$	64,799,724	\$	92,222,506
June-16	\$	-	\$	64,799,724	\$	92,851,363
June-17	\$	6,876,878	\$	71,676,602	\$	110,063,884
July-17	\$	-	\$	71,676,602	\$	111,728,835
August-17	\$	-	\$	71,676,602	\$	112,145,520
September-17	\$	-	\$	71,676,602	\$	113,277,751
October-17	\$	-	\$	71,676,602	\$	114,061,414
November-17	\$	-	\$	71,676,602	\$	115,163,531
December-17	\$	-	\$	71,676,602	\$	116,227,289
January-18	\$	-	\$	71,676,602	\$	119,034,135
February-18	\$	-	\$	71,676,602	\$	115,906,436
March-18	\$	-	\$	71,676,602	\$	115,625,568
April-18	\$	-	\$	71,676,602	\$	115,818,885
May-18	\$	-	\$	71,676,602	\$	116,640,143
June-18	\$	-	\$	71,676,602	\$	116,478,409
July-18	\$	-	\$	71,676,602	\$	117,809,747
August-18	\$	-	\$	71,676,602	\$	118,920,059
September-18	\$	1,053,093	\$	72,729,695	\$	119,738,877
October-18	\$	-	\$	72,729,695	\$	113,870,918
November-18	\$	-	\$	72,729,695	\$	114,824,706
	\$	72,729,695				

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, 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, 2018 for FY 2018-2019, is attached (EXHIBIT A) for the Board of Trustees' information and review.

## CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-311Q CERTIFY QUARTERLY DATA

CHANGE THE PERIOD

District: (890) SOUTH ORANGE

Fiscal Year: 2018-2019 Quarter Ended: (Q2) Dec 31, 2018

Your Quarterly Data is ready for certification.

Please complete the fields below and click on the 'Certify This Quarter' button

Chief Business Officer		District Con	tact Person
CBO Name:	Ann-Marie Gabel, Vice Chancellor,	Name:	Kim McCord
CBO Phone:	Use format 999-555-1212 949-582-4663	Title:	Executive Director, Fiscal Srvcs/Cc
CBO Signature:		Talankana	Use format 999-555-1212
Date Signed:		Telephone:	949-582-4661
Chief Executive Officer Name:	Kathleen F. Burke, Chancellor	Fax:	Use format 999-555-1212 949-347-0390
CEO Signature:			Irmaaard@aaaaad.adu
Date Signed:		E-Mail:	kmccord@socccd.edu
Electronic Cert Date:			
	Certify This Quarter		

## CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

### Quarterly Financial Status Report, CCFS-311Q VIEW QUARTERLY DATA

#### CHANGE THE PERIOD $\checkmark$

Fiscal Year: 2018-2019

Quarter Ended: (Q2) Dec 31, 2018

### District: (890) SOUTH ORANGE

As of June 30 for the fiscal year specified Line Description Actual Actual Projected 2018-2019 Actual 2015-16 2016-17 2017-18 I. Unrestricted General Fund Revenue, Expenditure and Fund Balance: Bayanuaau

Α.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	242,408,781	247,386,136	264,707,731	260,943,682
A.2	Other Financing Sources (Object 8900)	493,350	4,835,415	3,953,307	6,276,040
A.3	Total Unrestricted Revenue (A.1 + A.2)	242,902,131	252,221,551	268,661,038	267,219,722
В.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	175,141,624	189,573,456	195,156,187	211,641,505
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	64,756,402	57,374,918	68,226,257	75,740,841
B.3	Total Unrestricted Expenditures (B.1 + B.2)	239,898,026	246,948,374	263,382,444	287,382,346
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	3,004,105	5,273,177	5,278,594	-20,162,624
D.	Fund Balance, Beginning	47,612,695	50,616,800	55,889,977	61,168,571
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	47,612,695	50,616,800	55,889,977	61,168,571
E.	Fund Balance, Ending (C. + D.2)	50,616,800	55,889,977	61,168,571	41,005,947
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	21.1%	22.6%	23.2%	14.3%

### II. Annualized Attendance FTES:

G.1 Annualized FTES (excluding apprentice and non-resident)	24,927	27,365	26,963	26,976
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		As of the specified quarter ended for each fiscal year			
II. Total G	General Fund Cash Balance (Unrestricted and Restricted)	2015-16	2016-17	2017-18	2018-2019
H.1	Cash, excluding borrowed funds		93,742,375	136,842,103	137,620,122
H.2	Cash, borrowed funds only		0	0	C
H.3	Total Cash (H.1+ H.2)	104,539,080	93,742,375	136,842,103	137,620,122

### IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	260,943,682	260,943,682	144,767,972	55.5%
1.2	Other Financing Sources (Object 8900)	6,196,040	6,276,040	1,285,047	20.5%
1.3	Total Unrestricted Revenue (I.1 + I.2)	267,139,722	267,219,722	146,053,019	54.7%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	211,561,505	211,641,505	90,775,517	42.9%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	75,740,841	75,740,841	6,379,000	8.4%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	287,302,346	287,382,346	97,154,517	33.8%
К.	Revenues Over(Under) Expenditures (I.3 - J.3)	-20,162,624	-20,162,624	48,898,502	
L	Adjusted Fund Balance, Beginning	61,168,571	61,168,571	61,168,571	
L.1	Fund Balance, Ending (C. + L.2)	41,005,947	41,005,947	110,067,073	
М	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	14.3%	14.3%		

### V. Has the district settled any employee contracts during this quarter? YES

Contract Period Settled	Manage			Acad	Classified			
(Specify)			Perma	nent	Tempo	orary		
YYYY-YY	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1: 2018-19							53,059	4.33%
Year 2: 2019-20							25,086	1.85%
Year 3: 2020-21							24,445	1.75%
b. BENEFITS:								
Year 1: 2018-19							18,846	4.33%
Year 2: 2019-20							7,576	1.85%
Year 3: 2020-21							8,042	1.77%

### If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code. It will be funded thru the local property taxes, 8811-8816.

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 particular	ges if needed.)				
VII.Does the district have significant fiscal problems that must be addressed?	This year? Next year?	NO NO			
If you what are the problems and what actions will be taken? (Enter evaluation below, include ac	Iditional pages if peeded )				

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, 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, 2018, total estimated Basic Aid receipts are \$840.5M and total approved projects are \$816.7M as shown in EXHIBIT A. The balance of \$23.8M is the reserve for unrealized tax collections and returned 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 2018-2019 Basic Aid allocation from the October, 2018 Board report. The year-to-date actual amounts have been updated as of December 31, 2018.

### South Orange County Community College District Expenditure History for Approved Basic Aid Projects January 22, 2019

		1999/2015	2015/16	2016/17	2017/18	2018/19 YTD	Balance Remaining for
Project Description	Approved Amount	Actual	Actual	Actual	Actual	Actual	2018/2019
CLOSED PROJECTS							
CLOSED PROJECTS TOTAL	261,245,034	240,296,894	12,042,829	7,494,691	1,410,620		-
CAPITAL PROJECTS		[					/
ATEP Building Demolition (2007)	13,700,000	6,889,825	22,998	(1,949)	-	-	6,789,126
ATEP First Building Phase 3A (2011)	27,400,000	337,734	1,985,988	8,213,622	12,783,368	282,339	3,796,949
ATEP First Building Support (2017)	1,520,325	-	4 05 4 7 4 2	055.070	471,425	226,456	822,444
ATEP Site Development (2013)	10,625,000	2,361,322	1,054,743	955,676 781.024	3,819,736	266,464	2,167,059
ATEP Utilities/Infrastructure Phase I (2016) ATEP Signage (2018)	9,475,000 500,000	-	547,695	781,024	4,758,015	70,676	<u>3,317,590</u> 500,000
IVC A200 Success Center (2014)	500,000	-				-	505,005
IVC A200 Success Center (2014)	1,900,000	-	4,257	- 151.187	61,515	26,775	1,656,267
IVC B200 (2013 & 2018) IVC B400 Labs and Entrance Controls (2015)	410.000	1.600	4,237	131,167	182,903	1.585	219,579
IVC Defects Performing Arts Center (2014)	1,400,000	57,347	4,555	51,646	41,346	517,522	732,139
IVC Design and Install Entrance from Barranca (2003)	2,336,884	371,625	92,072	1,710,284	70,855	9,400	82,648
IVC Design and instan Enhance (2003) IVC Fine Arts Building (2008)	15,448,598	61.278	52,072	1,710,204		3,400	15,387,320
IVC Health Center/Concessions Building (2016 & 2018)	7,500,000		67,133	123,047	363,732	606,951	6,339,137
IVC Life Sciences Project (2004)	2,490,000	2,142,655	14,207	44,513	105,987		182,638
IVC New Parking Lot (2013 & 2018)	8,788,000	-	18,950	105,492	289,578	769.202	7,604,778
IVC Upgrade Exterior & Entries to B300 (2013)	680,000	-	10,000	5,700	64,401	500,554	109,345
IVC Access Controls (2018)	1,718,815			0,100	01,101	-	1.718.815
SC Building Repairs - LRC Comm Arts Renovation (2013)	3,839,073	1,729,361	102,627	1,173,322	202,311	397,055	234,398
SC Building Repairs - ATAS Building (2003 & 2018)	64,100,000	921,232	332,307	55,396	693,343	1,348,918	60,748,804
SC Building Repairs - ATAS Swing Space Renov (2013)	10,249,687	2,176,705	7,435,103	92,372	77,537	-	467,969
SC Data Center Project (2016)	1,000,000		-	7,472	35,558	6.460	950,510
SC Fire Alarm System (2015)	500,000	-	-	46,259	14,416	-	439,325
SC LRC Defects (2015)	750,000	-	8,272	48,892	692,836	-	-
SC New Gateway Building (2013)	19,658,820	-	-	-	-	-	19,658,820
SC Sciences Building (M/S/E annex) (2003)	62,399,870	37,893,699	20,710,561	3,299,444	13,370	895	481,901
SC SME Building Renovation (2016)	750,000	-	-	1,499	39,668	165,877	542,956
SC Stadium and Site Improvements (2008)	39,525,000	472,997	347,766	-	371,780	4,729,918	33,602,539
SC PE Renovation (2018)	1,800,000	-	54,351	8,925	147,987	-	1,588,737
SC Water Damages/Storm Drainage Issues (2013)	750,000	16,643	11,889	-	-	-	721,468
SC Access Controls (2018)	4,000,000					39,900	3,960,100
SC - ATAS Building Renovation (2018)	1,308,935					-	1,308,935
CAPITAL PROJECTS TOTAL	317,029,012	55,434,024	32,815,252	16,873,823	25,301,668	9,966,947	176,637,298
SCHEDULED MAINTENANCE							
IVC Library Exterior (2013)	275,000	7,119	(4)		65,680	154,008	48,194
IVC Library Extends (2013)	795,055	502,809	6,750	29,348	31,500	35,176	189,472
IVC Lighting & Walkways (2013) IVC SM B100 Roof & HVAC (2015)	493,350	302,009	0,750	23,040	51,500	701	492,649
IVC SM B100 Roll a HVAC (2013) IVC Sports Facilities (2012)	342,600	74,579	29,488	- 164.094	73,269		1,170
SC HVAC PE 100 (2012)	800,000	14,519	23,400	- 04,034	13,209	_	800,000
SC PE200 Bleacher Repairs (2014)	575,000	2,841	88.099	117,185	366,875		
SC PE Complex (2013)	650,000	2,041		-	646,500	3,500	-
SC Walkway Lot 9 to Quad (2017 & 2018)	850.000	-	-	-	173,348	335.013	341,639
IVC Soccer and Practice Fields (2018)	175,000	-		_	170,040		175,000
IVC SM Roofs (2018)	3,000,000					2,621	2,997,379
IVC SM Painting (2018)	343,162					-	343,162
IVC SM Electrical (2018)	300.000					_	300.000
IVC SM Floors & Finishes (2018)	185,000					-	185,000
SCHEDULED MAINTENANCE PROJECTS TOTAL	8,784,167	587,348	124,336	310,627	1,357,172	531,019	5,873,665
	5,,101	50.,0.0	,	1.0,021	.,	20.,0.0	2,010,000
IT PROJECTS							
Campus Desktop Refresh (2013)	4,249,334	3,405,521	306,537	531,912	1,772	-	3,592
Campus Desktop Refresh (2015 & 2018)	5,558,754	-	1,398,967	104,864	1,589,302	126,379	2,339,242
IVC Server Refresh (2018)	200,000					-	200,000

EXHIBIT A Page 1 of 3

# South Orange County Community College District Expenditure History for Approved Basic Aid Projects January 22, 2019

Particul December 2		1999/2015	2015/16	2016/17	2017/18	2018/19 YTD	Balance Remaining for
Project Description	Approved Amount	Actual	Actual	Actual	Actual	Actual	2018/2019
IVC Cabling (2018)	32,000					-	32,000
IVC Network Access Control (2018)	160,000					-	160,000
SC Server Refresh (2018)	207,247					-	207,247
SC Cabling (2018)	55,845					-	55,845
SC Network Access Control (2018)	160,000					-	160,000
SOCCCD Automate Electronic Transcript Receiving (2015)	453,600	35,906	109,832	51,194	33,686	129,585	93,398
SOCCCD Automated Password Reset & Single Sign-On Assess (2015)	115,600	-	-	38,416	-	-	77,184
SOCCCD Blackboard Plug-ins (2013)	150,000	17,400	30,950	5,205	16,275	-	80,170
SOCCCD Classroom Technology and Audio Visual Refresh (2016 & 2018)	5,866,154	-	125,602	360,359	134,207	118,796	5,127,190
SOCCCD Class Schedule Upgrade & Recommendation (2015)	735,000	-	8,113	566,119	124,335	-	36,433
SOCCCD Degree Audit/MAP Upgrade (2013)	1,594,720	848,849	233,714	197,840	130,532	87,154	96,631
SOCCCD District IT Back Office Automation (2016)	210,000	-	69,488	-	140,512	-	-
SOCCCD District-wide Network Security (2015)	912,395	322,157	40,960	-	149,670	299,511	100,097
SOCCCD District-wide Network Security Firewall Refresh (2016)	820,000	-		711,769	108,231	-	-
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	6,984,658	6,150,401	410,194	119,524	64,759	69,359	170,420
SOCCCD Enterprise Content Mgmt Expansion (2013)	150,000	31,386	7,500	12,500	85,150	3,600	9,864
SOCCCD Faculty and Staff Email Infrastructure Refresh (2016)	355,052	-		314,033	41,019	-	-
SOCCCD HR/Bus Svcs Integrated Software (2013 & 2018)	17,392,300	7,724,381	3,506,054	2,381,424	1,507,314	394,909	1,878,219
SOCCCD Intl and Student Scholar Mgmt (2014)	54,500	-	-	27,600	26,450	-	450
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	8,354,376	131,573	211,137	12,545	2,160	32,979
SOCCCD MAP Enhancements (2017 & 2018)	665,000	-		-	191,384	181,250	292,367
SOCCCD Master Calendar Integration (2014)	300,000	59,177	-	-	240,823	-	-
SOCCCD MySite Security (2014)	302,000	211,942	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 Predictive Analytics (2013)	250,000	116,567	68,615	12,118	6,710	-	45,990
SOCCCD Refresh MDF and IDF (2016)	1,000,000	-	195,340	95,097	26,854	77,150	605,559
SOCCCD Server and Storage Scheduled Maintenance (2016)	350,000	-	235,662	-	12,531	67,067	34,740
SOCCCD Server Configuration & Security (2017)	180,000	-		-	27,247	78,568	74,185
SOCCCD Service Desk Software (2017)	465,000	-		-	9,835	8,448	446,717
SOCCCD Student Early Alert System (2016)	226,800	-	-	-	36,752	97,544	92,505
SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015)	600,000	-	-	-	-	-	600,000
SOCCCD Student Information System Enhancement (2013 & 2018)	11,769,600	4,146,895	1,544,979	1,574,564	2,314,103 1.608	869,937	1,319,123
SOCCCD Student Success Roadmap (2017)	875,000	-	450.550	-	1,608	136,011	737,381
SOCCCD Support Multiple Prerequisites (2015) SOCCCD System Testing and Stability (2016)	<u>302,400</u> 377.000	12,584	150,559 46,465	103,527 16,139	281.765	35,730	32.631
SOCCCD System Testing and Stability (2016) SOCCCD Tableau for Data Visualization (2016)	270.000	-	192.434	39.405	4.193	15.000	18,968
SOCCCD Tablead for Data Visualization (2016)	452,000	-	192,434	39,405	75,190	19,136	357,674
SOCCCD Waitlist Modification (2014)	699,600	249,920	-	2,430	4,090	5,105	438,056
SOCCCD Wireless Coverage Expansion (2015)	738,000	30,452	7,649	425,660	212,570	61,668	430,030
SOCCCD Wireless Upgrade (2016)	1,907,990	50,452	7,049	20,017	791,591	150,978	945,404
SOCCCD Workday Student BPA Sessions (2016)	317,800	-	73,482	42,432	791,091	150,970	201,886
SOCCCD Workday Student Influencer Program (2016)	375.000	-	15.211	146.545	12,965	13.949	186.330
	/	-	10,211	140,545	12,905		
SOCCCD SIS Student Health (2018)	350,000					6,663	343,337
SOCCCD Information Security Contract Services (2018)	360,000					-	360,000
SOCCCD DevOps / Identity Management Engineering (2018)	200,000					7,268	192,732
SOCCCD Curriculum Management System (2018)	467,600					-	467,600
SOCCCCD Infrastructure Expansion (2018)	170,000					-	170,000
SOCCCD Privilege Access Management (PAM) (2018)	240,000					240,000	-
SOCCCD Registration Restriction Module (2018)	302,400					4,662	297,738
SOCCCD Co-locate District-wide Infrastructure (2018)	60,000					-	60,000
SOCCCD Faculty Syllabus Builder(2018)	315,000					-	315,000
SOCCCD Automated Student Assistant (AI Chatbot) (2018)	475,000						475,000

EXHIBIT A Page 2 of 3

### South Orange County Community College District Expenditure History for Approved Basic Aid Projects January 22, 2019

		1999/2015	2015/16	2016/17	2017/18	2018/19 YTD	Balance Remaining for
Project Description	Approved Amount	Actual	Actual	Actual	Actual	Actual	2018/2019
SOCCCD MySite Faculty Services Upgrade (2018)	275,000					-	275,000
SOCCCD Innovation Fund (2018)	518,220					-	518,220
IT PROJECTS TOTAL	82,715,588	31,796,914	9,106,926	8,197,317	8,492,579	3,330,727	21,791,124
OTHER ALLOCATIONS							
SOCCCD Design/Build Specialty Consultant (2013)	525,000	171,660	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	26,631	21,104	534,733
SOCCCD District-wide ADA Transition Plan Projects (2017)	6,000,000	-		-	-	-	6,000,000
SOCCCD District-wide Mapping (2015 & 2018)	3,900,000	-	-	48	32,355	852,352	3,015,245
SOCCCD District-wide Sustainability/Energy Planning (2016 & 2018)	640,000	-	6,453	220,923	58,495	-	354,129
SOCCCD District-wide Tech Consultant for Capital Constr (2016 & 2018)	585,000	-		66,552	118,564	2,355	397,529
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	915,000	145,830	10,263	18,108	-	42,195	698,604
SOCCCD DSA Project Close Out (2013)	400,000	33,531	13,926	155,958	840	-	195,745
SOCCCD Educational Facilities Master Plan (2016)	1,400,000	-		-	25,849	-	1,374,151
SOCCCD FPP, IPP, 5 Year Plans (2013)	210,000	3,040	-	6,597	26,664	46,060	127,639
SOCCCD Insurance Deductibles (2014)	900,000	200,000	100,000	100,000	-	500,000	-
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	1,135,000	585,002	111,686	100,912	130,751	36,615	170,034
SOCCCD Legal Counsel Facility Related Issues (2013)	863,000	74,281	17,878	93,815	52,705	(23,414)	647,735
SOCCCD Pension Rate Stabilization Program (2016)	39,700,000	-	14,500,000	12,600,000	12,600,000	-	-
SOCCCD Pre-Planning and Investigation (2015 & 2018)	785,000	3,343	29,087	149,215	53,797	225,054	324,505
SOCCCD Trustee Election/General Election Expense (2004 - present)	3,348,988	2,142,527	-	483,157	-	-	723,304
SOCCCD Retiree Benefits (2001 - present)	84,181,683	60,027,683	3,600,000	11,050,000	4,610,000	4,894,000	-
OTHER ALLOCATIONS TOTAL	146,891,421	63,416,012	18,772,946	25,444,879	17,736,650	6,596,321	14,924,614
BASIC AID PROJECT TOTALS	816,665,222	391,531,191	72,862,289	58,321,337	54,298,688	20,425,014	219,226,701

Commitments	550,648,290	61,387,393	59,909,924	61,527,020	83,192,544
Cumulative Commitments	550,648,290	612,035,682	671,945,606	733,472,626	816,665,170
Receipts	575,592,706	52,672,948	66,017,281	72,940,087	73,289,378
Cumulative Receipts	575,592,706	628,265,654	694,282,935	767,223,022	840,512,400
Cumulative Expenses	391,531,191	464,393,481	522,714,818	577,013,506	597,438,520
Uncommitted Basic Aid Funds	184,061,515	163,872,173	171,568,117	190,209,516	23,847,230

	Approved Amount				Receipts Change	Commitment Change
Change from October 2018 Report:						
FY 2018-2019 Basic Aid Allocation						
FY 2018-2019 Increase/Decrease in Receipts						
FY 2018-2019 Estimated Receipts						
Total Change from October 2018 Report	-	-	-	-	-	-

ITEM: 8.0 DATE: 1/22/19

**TO:** Board of Trustees

**FROM**: Kathleen F. Burke, 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



SUBJECT:	District Services Report for January 22, Board of Trustees Meeting
FROM:	Chancellor Kathleen F. Burke, Ed.D.
то:	Members of the Board of Trustees
DATE:	January 22, 2018

### **HORIZON Newsletter**

Before the holiday break, the first edition of the HORIZON Newsletter was released to faculty and staff district-wide. This quarterly newsletter will serve as a communication update from my office about various district initiatives, events, or activities, including highlights from the colleges. The newsletter will be distributed via email and available online via the district's webpage. Feedback and input about future content is welcomed. To view the first edition of HORIZON, please click on the link: <a href="http://www.socced.edu/about/documents/HorizonNo1newsletter12.21.18.pdf">http://www.socced.edu/about/documents/HorizonNo1newsletter12.21.18.pdf</a>

### ADA Review & Self- Evaluation

On January 3, a memorandum was sent to all employees about the American Disabilities Act (ADA) Review, formally known as the ADA Self-Evaluation, which will be conducted throughout the South Orange County Community College District. The review requires an assessment of our policies and practices to ensure that the District does not discriminate on the basis of disability and has made necessary modifications to policies and practices to ensure full accessibility to District programs and services (28 CFR 35.105). To complete the required review, the District has secured the services of Cordoba Corporation, which will manage and coordinate the efforts of The Galvin Group Consultancy, and Creative Design Associates. The planned methodology will include surveys, interviews, focus groups, and a careful review of existing policies. The participation of all employees will be vital to a successful review. I'd like to thank all employees in advance for taking time out of their busy schedules to help in the completion of this review.

### **Orange County Legislative Task Force**

On January 10, I attended the Orange County Legislative Task Force (OCLTF) meeting with Trustee Milchiker and Government Relations Director, Letitia Clark. During the meeting, we received an update about legislation and Governor Newsome's budget. We also prioritized our legislative agenda as a group and discussed ways to collaborate on advocacy issues in the future. All of the Orange County community college districts plan on attending the CCLC Legislative Conference. Although we will not join together in visiting our legislators in Sacramento, we look forward to meeting after the conference to discuss our findings and results of our visits.

### Welcome Dr. Elliot Stern

On January 14, we welcomed Dr. Elliot Stern to the South Orange County Community College District, as he assumes the role of Saddleback College President. We are thrilled to have Dr. Stern with us to lead in an exciting time for community colleges. Dr. Stern's experience in engaging diverse communities and partnering with local businesses will definitely contribute to our success in the immediate and long-term future of SOCCCD.

### LAOCRC Retreat

On January 18, I attended the Los Angeles Orange County Regional Consortium Governance Council Standing Business Meeting and Annual Retreat in Huntington Beach. This retreat gathered all governance council members to discuss strong workforce program updates, the OC Future Built marketing campaign and strategic planning for the future. The retreat also addressed how to build a resilient and people-centered region, and focused on setting priorities as a consortium for 2019.



### **IEPI Partnership Resource Team**

This month I was requested to serve as lead on a Partnership Resource Team for a California community college as part of the Institutional Effectiveness Partnership Initiative (IEPI). IEPI provides technical assistance through Partnership Resource Teams (PRTs). This "colleagues helping colleagues" type of technical assistance is available to colleges, districts and centers that express interest in receiving support on self-identified issues. This model leverages the expertise of system professionals and helps identify best practices and develop support materials specific to the needs of California community colleges. The resulting network of support reinforces alignment of all college efforts with the <u>Vision for Success</u> goals. I will work on this team beginning February 1, 2019.

### **College Events**

### Professional Development Week

I attended the professional development events for both IVC and Saddleback during the first week of January. It was great to see so many engaged members of the faculty and staff ready to begin a new semester. Many thanks to the Trustees for attending several events during Professional Development Week in support of our colleges. Their engagement in professional development serves as encouragement to our faculty and staff and their participation is greatly appreciated.

### **Crisis Communication Plan Update**

SAE Communications began interviews with key SOCCCD stakeholders in November 2018 to develop a comprehensive crisis communications plan. The interviews have been conducted weekly for the past several weeks as one-on-one, 45-minute interviews with pertinent District and College leadership, including Trustees, representatives of the Chancellor's office, Saddleback College/Irvine Valley College/ATEP, faculty, staff and student leadership (including but not limited to, emergency management staff, risk management, police, etc.). Thus far, two members from the Board of Trustees have been interviewed, Trustee Tim Jemal and Trustee James Wright. Interviews will be scheduled with the other board members based on their availability. Upon completion of the plan, a table top exercise may be performed to assess the plan and need for adjustments as it relates to implementation.

### **Business Services Update**

- Brandye D'Lena, Executive Director of Facilities Planning, was selected to serve on the board for the Community College Facilities Coalition (CCFC). CCFC is a statewide coalition composed of community college districts, facility planners, architects, developers, financial institutions, attorneys and consultants. Their purpose is to advocate for State and local revenues for facility construction and to provide comprehensive information regarding community college construction and funding issues.
- Medhanie Ephrem, Director of ATEP Development, received the Excellence in Energy and Sustainability Sustainability Champion award from the California Community Colleges Board of Governors on January 14. He was selected due to his leadership in energy and environmental sustainability system wide. (Note: here's the link to the BOG agenda for this: <u>https://extranet.cccco.edu/Portals/1/ExecutiveOffice/Board/2019\_agendas/January/4.3-BOG-Energy-and-Sustainability-Award-Program.pdf</u>)
- Ann-Marie Gabel, Vice Chancellor of Business Services, was appointed by Governor Brown to serve on the Student Success Funding Formula Oversight Committee. She was one of four appointees selected by Governor Brown and will serve a four-year term.

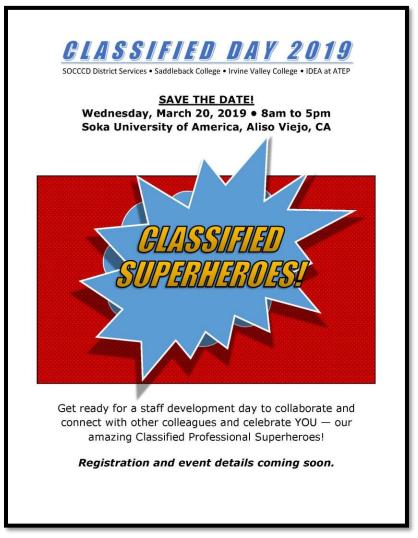


### Martin Luther King Jr. Day

Yesterday, January 21, we celebrated the birthday of Dr. Martin Luther King Jr. Aside from a day off, the holiday provides an opportunity to reflect on the life of Dr. King and what his words, but better yet his actions mean in relation to our own lives today. When I remember the legacy of MLK, it becomes clear to me that our work for students and the community has never been more important. We have a unique role in community colleges to lay the foundation for students to become lifetime leaders and to break through societal barriers through education. Celebrating Dr. King reminds us that individually and collectively, we can advance the values he stood for in our own lives and in the communities we share.

### **Classified Appreciation Day**

The Classified Staff Development Committee is proud to host Classified Day 2019 for classified staff district-wide. The staff development day will serve as an opportunity to collaborate and connect with other colleagues and celebrate all classified employees. The event will take place on March 20, 2019 from 8am – 5pm at Soka University of America in Aliso Viejo, CA. Registration and event details will soon be available.





TO:Members of the Board of Trustees<br/>Chancellor Kathleen F. Burke, Ed.D.FROM:Jim Buysse, Interim President

SUBJECT: Report for January 22, 2019 Board of Trustees Meeting

### Welcome to Dr. Elliot Stern!

Saddleback College's new president, Dr. Elliot Stern, started on January 14. Faculty, staff, and students attended a welcome reception that was held in his honor.

### **Professional Development Week**

Professional Development Week was held January 7-11. The president's breakfast for full-time faculty was held on January 8, where Interim President Jim Buysse was recognized for his leadership over the past several months. He was presented with a plaque by Vice Presidents Juan Avalos and Tram Vo-Kumamoto. The college's incoming president, Dr. Elliot Stern, offered remarks.

Vice Presidents Avalos and Vo-Kumamoto provided updates on the Saddleback College Promise Program, AB 705, Saddleback Pathways, and strategic enrollment management. Consultants from the Galvin Group provided information on the upcoming district-wide self-evaluation to ensure that our programs, services, and campuses are accessible to persons with disabilities.

A part-time faculty dinner was held on the evening of January 8, and a breakfast for all employees was held on January 10.

### One Book, One College

The kick-off for One Book, One College was held on January 9. This year's selection is *Beautiful Boy* by David Sheff. Numerous book discussions will be held throughout the semester, culminating with a visit by the author on May 1.

### **Automotive Technology Open House**

The automotive technology department hosted its first auto show on December 7<sup>th</sup>. More than 300 community members attended to see the 100 cars, exhibits, and college demonstrations that were offered. A survey showed that this was the first visit to the college for 40 percent of the guests, who also showed interest in automotive technology classes.

Respectfully Submitted,

Jim Buysse Interim President



# IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | www.ivc.edu

TO: Kathleen F. Burke, Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President SEF

**DATE:** January 10, 2019

SUBJECT: President's Report for the January 22, 2019 Board of Trustees Meeting

### Phi Theta Kappa Hosts College Knowledge Event

The Phi Theta Kappa Honor Society hosted a College Knowledge event for students on December 8. Speakers from various majors and backgrounds were invited to speak about their path to success. Students from Phi Theta Kappa arranged the event in hopes of sharing the concept of Guided Pathways.

The keynote address was given by President Roquemore who highlighted the importance of engaging with the right academic pathway. Transfer Center Coordinator, Tuan Nguyen presented tips to avoid student debt as transfer students and insight into being successful in educational and professional fields. An attorney, public defender, business owner, digital operations director and high school teacher presented their journeys from becoming undergraduates to successful professionals in their respective fields.



President's Report to the Board of Trustees January 10, 2019 Page 2

### President Roquemore Receives Congressional Recognition

On December 12, Lewis Reyes, District Representative for Congresswomen Mimi Walters Office presented President Roquemore with a Certificate of Special Congressional Recognition for distinguished service to the South Orange County Community College District and outstanding leadership as the President of Irvine Valley College. The certificate reads, "Thank you for your commitment to ensuring that all students have a quality education and the tools to achieve success."



### New District Office of Human Resources Opens Doors at IVC

A new District Office of Human Resources opened its doors on the IVC campus in December. An open house was held on December 13 to welcome employees and staff to the new office, located in Room A304. Employee/Employer Relations Manager, Karen Dubert will head up the office at IVC and assist with matters such as employee/employer relations, recruitment and employment services, as well as ADA compliance and leave administration.



President's Report to the Board of Trustees January 10, 2019 Page 3

**Patricia Beckmann-Wells Film, "Propolis Part 7", to Premiere at Slamdance** "Propolis Part 7", the latest film by Interactive Media Arts Assistant Professor Dr. Patricia Beckmann-Wells will premiere at the Slamdance Film Festival in Park City, Utah on January 25-31. Slamdance is a year-round organization that fosters the development of unique and innovative filmmakers. The film festival was started by a group of filmmakers whose films were not accepted into the Sundance Film Festival and so they decided to start an event of their own which they coined, Slamdance: Anarchy in Utah.

Entrepreneurship Event Helps Launch Business Information Worker Program On November 14, IVC's Computer Information Management Department hosted a panel discussion during which hiring managers and business owners shared their secrets for finding a dream job or creating one if it does not exist. They covered topics including how to start a business and how to build a personal brand. IVC Professor of Computer Information Management, Carolina Kussoy, coordinated the event and recruited panelists from the Orange County Hispanic Chamber of Commerce.

"We're looking to take a longer view with our students," Kussoy said. "This kickoff event was a way to start having students think about career options in the longer term." Kussoy said the principles of entrepreneurship apply to many other majors and she's hoping to expand the event to other programs in the future. She also plans to incorporate a networking mixer to allow for more personal interaction between students and business leaders. "Starting your own business is all about being persistent, keeping an open mind, and identifying resources in the community," Kussoy said. "Those are the skills we're hoping to get across at our networking events."

### IVC Speech and Debate Team Wraps Up Successful Fall Semester

On November 3-4 2018, IVC Forensics attended the Robert Barbera Collegiate Forensics Invitational at California State University Northridge. The tournament was attended by 24 colleges and universities throughout California, Utah and Arizona. At the tournament, IVC Forensics came out ahead by winning four individual awards in both debate and informative speaking, and advancing two debate teams into elimination rounds. Students were able to debate on a plethora of topics including prison reform, space development, Russia, the United Nations Security Council, and reforming California's infrastructure.

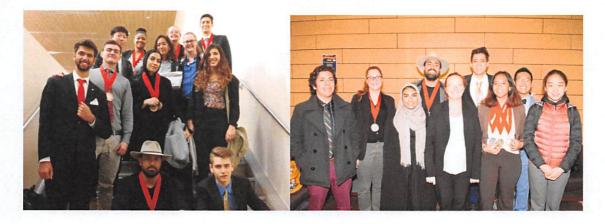
On November 17-18, IVC Forensics competed at the Griffin Speech Tournament at Grossmont College. In total, 19 colleges and universities attended the tournament with some traveling as far as Northwestern University in Illinois. The debate team of Adrian Beunder and Stefan Forschner, and solo-debater Cody Herman had a particularly successful tournament bringing home the coveted Gold Medal and Silver Medal Award in debate respectively. In total, 22 IVC students attended the tournament and brought home 21 trophies.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES: Barbara J. Jay, Timothy Jernal, David B. Lang, Marcia Milchiker, T.J. Prendergast III, Terri Whitt, James R. Wright Kathleen F. Burke, Ed.D., Chancellor • Glenn R. Roquemore, Ph.D., President, Irvine Valley College President's Report to the Board of Trustees January 10, 2019 Page 4



On November 30-December 2, IVC Forensics closed out their busy semester by competing at the 2018 Fall Pacific Southwest Collegiate Forensic Association League Championship Tournament at Mt. San Antonio College. This was the largest tournament the IVC Speech Team has competed in this semester with 39 colleges and universities in attendance and almost 1,000 entries in the tournament. Coincidentally, this was also the largest number of IVC students competing at a tournament this semester with almost 60 IVC students participating in various debate and public speaking events and receiving 19 awards.

Among the many award winners was Sarah Wilson, who competed in impromptu speaking. This speech event involves assigning a student a topic and giving him or her merely 2 minutes to prepare a 5 minute well-organized speech. Sarah was among an astounding 84 students competing in the event; however, she defeated all of her competition and was named 1st Place Impromptu Speaker.



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