



## Meeting of the Board of Trustees

April 22, 2019

### **CALL TO ORDER: 5:00 P.M.**

The closed session meeting will consist of two locations. Trustee Jim Wright 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.

**Teleconferencing Location:** Pursuant to Government Code Section 54953(b). This meeting will also be conducted by teleconference at the following location: 7158 East Lomita Avenue, Mesa, AZ, 85209

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 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. Exchange of Property

Agency Designated Negotiators: South Orange County Community College District – Ann-Marie Gabel, CPA, Vice Chancellor, Business Services (Seller), and Andrew Bernstein, Jackson Tidus (District Real Estate Counsel)

Lease of Property by District: Approximately 3.5 acres of real property located at 1600 Valencia Avenue, Tustin, CA 92782 (Property) also known as the Advanced Technology & Education Park (ATEP site)

Negotiating Parties: ACS Development

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

Significant exposure to litigation: 1 potential case

B. Existing Litigation (Government Code Section 54956.9 (d)(1).)

1 case

**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 Barbara Jay

**2.4 Public Comments**

*Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. If you wish to address the board, please complete a yellow form entitled, "Request to Speak" and submit 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 REPORTS**

- 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 **Saddleback College and Irvine Valley College: Student Equity Plans**  
Accept for review and study the 2019-2022 Student Equity Plans for Saddleback College and Irvine Valley College. Representatives from Saddleback College and Irvine Valley College will present a summary of the Plans.
- 4.2 **SOCCCD: Basic Aid Allocation Recommendation FY 2019-2020.**  
Approve the basic aid funding allocations for FY 2019-2020. A presentation on the subject will be made to the Board of Trustees this evening.

### **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 March 25, 2019 and Special Meeting held on March 26, 2019.
- 5.2 **SOCCCD: Resolutions**
- 1. Evelyn Hoang, Student Trustee
  - 2. Classified Employee Week, May 19-25, 2019
  - 3. Dr. Mike Hoggatt, Professor of the Year, Saddleback College
  - 4. Rafaella Baker, Associate Professor of the Year, Saddleback College
  - 5. Fleur Fong, Emeritus Professor of the Year, Saddleback College
  - 6. Benjamin Mis, Professor of the Year, Irvine Valley College
  - 7. Mohamad Youssef, Associate Professor of the Year, Irvine Valley College
  - 8. Ida Stuart, Emeritus Professor of the Year, Irvine Valley College
  - 9. Community College Awareness Month
  - 10. Day of Remembrance: Armenian Genocide
  - 11. Denim Day: Sexual Assault Awareness
  - 12. Earth Day

- 5.3 **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.
- 5.4 **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.
- 5.5 **SOCCCD: Saddleback College Interior LED Lighting and Controls Retrofit Project, Notice of Completion, Clear Blue Energy Corp.**  
Authorize filing the Notice of Completion for the Saddleback College Interior LED Lighting and Controls Retrofit project to Clear Blue Energy Corp., for a final contract amount of \$1,373,541.
- 5.6 **Saddleback College: Revised Curriculum for the 2019-20 Academic Year**  
Approve the proposed curriculum changes for the 2019-20 academic years at Saddleback College.
- 5.7 **Saddleback College: Additional Summer 2019 Community Education Programs**  
Approve the Community Education courses, presenters, and compensation
- 5.8 **Saddleback College: Revision of 2018-2019 Instructional Material/Laboratory Fees**  
Approve revised instructional material and laboratory fees for Saddleback College for 2018-2019
- 5.9 **SOCCCD: State and Federal Legislative Priorities**  
Approve state and federal legislative priorities to focus advocacy efforts in 2019.
- 5.10 **SOCCCD: California Community College Chancellor's Office (CCCCO) Local Vision Goal Setting**  
Accept for review and study the draft local vision goals for Irvine Valley College and Saddleback College.
- 5.11 **Saddleback College and Irvine Valley College: Student Equity Plans**  
Accept for review and study the 2019-2022 Student Equity Plans for Saddleback College and Irvine Valley College.
- 5.12 **SOCCCD: Transfer of Budget Appropriations.**  
Ratify the transfer of budget appropriations as listed.
- 5.13 **SOCCCD: Budget Amendment: Adopt Resolution No.19-09 to Amend**



**FY 2018-2019 Adopted Budget.**

Adopt Resolution No. 19-09 to amend the Adopted Budget as listed.

**5.14 SOCCCD: April 2019 Change Orders/Amendments**

Ratify the change orders/ amendments as listed.

**5.15 SOCCCD: Purchase Orders and Checks.**

Ratify the purchase orders and checks as listed.

**5.16 SOCCCD: Contracts.**

Ratify contracts as listed.

**6.0 GENERAL ACTION ITEMS**

**6.1 SOCCCD: Basic Aid Allocation Recommendation FY 2019-2020.**

Approve the basic aid funding allocations for FY 2019-2020 in the amount of \$93,456,198, which will be included in the FY 2019-2020 Tentative Budget.

**6.2 SOCCCD: 2020-2021 Academic Calendar**

Approve the proposed Academic Calendar for 2020-2021.

**6.3 SOCCCD: Irvine Valley College B200 Physical Sciences Project, Award of Bid No. 343, Blackstone Builders, Inc.**

Approve award of Bid No. 343, Irvine Valley College B200 Physical Sciences project and approve the agreement with Blackstone Builders, Inc., in the amount of \$1,784,846.

**6.4 SOCCCD: Irvine Valley College Accessibility Upgrades, Phase 1 Project, Award of Bid No. 358, Leonida Builders, Inc.**

Approve award of Bid No. 358, Irvine Valley College Accessibility Upgrades, Phase 1 project, and approve the agreement with Leonida Builders, Inc., in the amount of \$550,000.

**6.5 Irvine Valley College: Grant Award: NSF Advanced Technological Education: OPAL-TEC Subaward Issuance to Lake Washington Institute of Technology.**

Approve this subaward to Lake Washington Institute of Technology for \$275,000 over three years under Irvine Valley College's NSF award.

**6.6 SOCCCD: Saddleback College and Irvine Valley College 2019-2020 Student Health Fee Increase**

Permit the colleges to implement a student health fee increase of \$1 from \$20 to \$21 per semester and from \$17 to \$18 per summer session or intersession of at least four weeks for the 2019-2020 academic year.

**6.7 SOCCCD: Authorize the Purchase of Nutanix Hardware and Software, Installation, Maintenance, and Software Maintenance, Carahsoft Technology Corporation.**

Approve the use of California Multiple Award Schedule Contract No. 3-12-70-2247E, Supplement No. 5 as awarded to Carahsoft Technology Corporation for the purchase of Nutanix hardware and software, installation, maintenance, and software maintenance.

**6.8 SOCCCD: Authorization to Utilize Foundation for California Community Colleges (FCCC) and Trustees of the California State University Contracts.**

Approve the use of the identified FCCC/CSU/UC contracts to purchase equipment, furniture, fixtures, materials, supplies, and services.

**6.9 SOCCCD: Board Policy Revision: BP-146 Chancellor Succession, BP-1500 Naming of College Facilities, BP-1900 Alcoholic Beverages, BP-3007 Cash Handling, BP-3101 Budget Management, BP-3101.5 (now 3103) Fiscal Management, BP-3102 Investment Policy, BP-3104 Fiscally Accountable, BP-3300 Gifts, Donations and Bequests, BP-3451 Safety and Health, BP-3520 Refreshments and Meals at District Functions, BP-3811 College Bookstores, BP-4006 Communicable Diseases Assessment, BP-4007 Health Examinations.**

Approve board policies as listed.

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

Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Workload Banking, Resignation/Retirement/Conclusion of Employment.

**6.11 SOCCCD: Faculty Conversion to Canvas One – Time Stipends**

Ratify Additional Compensation: Canvas Conversion-General Fund.

**6.12 SOCCCD: Classified Personnel Actions – Regular Items**

Ratify New Personnel Appointments, Authorization to Establish and Announce (A) Classified Position(s), Change of Status, Out of Class Assignments for Positions that are Vacant During Recruitment for Permanent Appointments (Limited to 960 Hours Per Fiscal Year), Out of Class Assignments for Positions that are Temporarily Available Due to Leaves of Absence, etc., Resignation/Retirement/Conclusion of Employment.

**6.13 SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items**

Ratify New Personnel Appointments, Volunteers.

**6.14 SOCCCD: Faculty Association (FA) Master Agreement**

Approve the 3-Year Master Agreement.

## 7.0 **REPORTS**

- 7.1 **Saddleback College and Irvine Valley College: Speakers**  
A listing of 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 March 31, 2019.
- 7.5 **SOCCCD: Retiree (OPEB) Trust Fund.**  
Report for period ending February 28, 2019.
- 7.6 **Basic Aid Report.**  
Report for period ending March 31, 2019.
- 7.7 **SOCCCD: Quarterly Financial Status Report**  
Report for period ending March 31, 2019.

## 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 two minutes each.***

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

## 9.0 **ADDITIONAL ITEMS**

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

**TO:** Board of Trustees

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

**RE:** SOCCCD: Student Equity Plan Report

**ACTION:** Discussion/Presentation

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### **BACKGROUND**

In November 2002 the Board of Governors adopted the recommendations of the Task Force on Equity and Diversity to implement Title 5 regulations requiring colleges to develop a Student Equity Plan (SEP). SB1456 has since served as the impetus to review and update the student equity planning process. The plans focus on access, fall to spring retention, completion of transfer level math and English, award completion, and transfer to a four-year institution as measured by success indicators linked to the *CCC Student Success Metrics*. During spring 2013, Irvine Valley College and Saddleback College established Student Equity workgroups; their primary focus was to review and discuss local data, identify disproportionately impacted students and update and revise the 2005 Student Equity Plans.

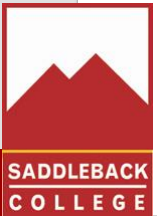
The Board of Governors has made student equity planning a minimum standard for receipt of state Student Equity and Achievement Program (SEAP) funding. Since the January 2014 initial funding, the governor confirmed the 2019-20 budget with the commitment to support the Vision of Success Plan by closing the achievement gaps in access and success for underrepresented student groups.

### **STATUS**

Representatives from Saddleback College and Irvine Valley College will present information on the 2019-2020 Student Equity Plans. The colleges' 2019-2020 Student Equity Plan, marked as Exhibit A and B, is attached for review and study under Agenda Item 5.11.



# Student Equity 2019 Plan Update



*SEP and Research, Planning and Accreditation Team*

# History

- In 2017, Student Equity Plan was Migrated into an Integrated Plan
  - State Chancellor's Office required
  - Purpose: Increase collaboration, coordination and non-redundancy
- What are the expected outcomes of integrated planning?
  - Continue and scale collaboration
  - Integrated approach to services and programs
  - ***Move the needle on student equity and success***



# Metrics & Goals of Integrated Plan – SEP Lens

| Integrated Plan Goal                           | Metric  | Target   | Outcome  |
|--|---|--|--|
| Identify non-academic barriers                 | Course drop survey  | Establish baseline   | Target Met   |
| ↑ Access and support                           | % of applications from special populations; % obtaining support | ↑ 1% annually  | Target partially met   |
| ↑ Transfer-level math and English              | Completion of college-level courses                             | ↑ 2% annually  | Target Met   |
| ↑ Degrees, certificates, transfer              | SPAR, transfer-outs   | ↑ 1% annually  | Target Not Met; too early  |
| ↓ Disproportionately impacted success outcomes | Performance in college-level credit courses                     | Fewer ethnic groups more than 6% lower than the highest performing group | Target not Met; New State-mandate formula (PPG) an focus area on “lost” Latinx |

# SEP Focus: 2019 Disproportionate Impact Matrix

|  |                            | Student Equity and Achievement Metrics |                           |   |                  |                    |
|--|----------------------------|--|---------------------------|---|------------------|--------------------|
| <u>DI Categories</u>                     |                            | Access                                 | Retention: Fall to Spring | Completion of Transfer Level Math and English | Award Completion | Transfer to 4-year |
| Disproportionate Impacted (DI) Subgroups | Disabled                   |  |                           |   |                  |                    |
|  | First Generation           |  |                           |   |                  |                    |
|  | Foster Youth               |  |                           |   |                  |                    |
|  | Economically Disadvantaged |  | DI                        |   |                  |                    |
|  | LGBT                       |  |                           |   |                  |                    |
|  | Veteran                    |  |                           |   |                  |                    |
|  | Ethnicity                  |  | DI                        | DI  |                  | DI                 |

## Key Takeaways:

Low Income students: Focus on fall-to-spring retention and award completion

LatinX: Focus on fall-to-spring retention, transfer-level course completion, and transfer outs



# New Core Equity Metrics and DI Goals

| Equity Metric                                | College Goal                                  | DI Target Groups?                    | Disproportionate Impact (DI) Goal | % Change by Year 2022 to Achieve DI Goal           |
|--|---|--------------------------------------|-----------------------------------|--|
| Access                                       | ↑ 1% special population applications annually | College-wide                         | --                                | --   |
| Retention in fall and spring                 | ↑1% rate for new cohorts annually             | Latinx<br>Economically Disadvantaged | ↓ Equity gaps by 40%              | ↑ 2.7% Latinx<br>↑ 1.5% Economically Disadvantaged |
| Completion of transfer level math or English | ↑ 2% annually                                 | Latinx                               | ↓ Equity gaps by 40%              | ↑ 16% Latinx                                       |
| Award Completion                             | ↑ 2.1% annually                               | College-wide                         | --                                | --   |
| Transfer-outs to 4 Year *                    | ↑ 5% annually                                 | Latinx                               | ↓ Equity gaps by 40%              | ↑ 11.8% Latinx                                     |

\*Shared KPI in Vision for Success and aligns with college-approved Vision for Success Goal (Latinx)

# New Core Equity Metrics Progress

| Metric  | SEP Activities   | Highlights  |
|---|--|---|
| Access  | High touch onboarding; SEP-funded financial aid orientation and outreach; SEP-funded outreach specialist; SEP focused events | <ul style="list-style-type: none"><li>• Reduce affordability barriers</li><li>• Provide non-academic resources</li><li>• Promotion to underserved</li></ul>                         |
| Retention in fall and spring                  | Tutors, counseling, case management approaches, zero cost textbooks, professional development for instructional faculty      | <ul style="list-style-type: none"><li>• Impact on culturally responsive andragogy</li><li>• Tutoring</li><li>• Raising achievement across the board; reducing equity gaps</li></ul> |
| Transfer-level Math and English completion    | Implement AB 705; embedded tutoring, professional development that promotes a social justice culture                         | <ul style="list-style-type: none"><li>• Increasing completion and pass rates in college-level courses</li><li>• Culturally responsive campus community</li></ul>                    |
| Transfer-outs to 4 year colleges/universities | CLASE (mentoring), counseling, engagement activities on campus and off campus for students.                                  | <ul style="list-style-type: none"><li>• Hispanic/Latino student transfer orientations</li></ul>   |

# 2019-2022 SEAP Goals

| Metric  | Current Baseline Data for Overall Student Population | Goals for Overall Student Population                             | SEP Activities that support the goal   |
|---|--|--|--|
| Access: Successful Enrollment                 | 53%  | Increase conversion rate by 1% each fall term                    | Outreach<br>Student onboarding<br>Peer ambassadors<br>Financial aid specialists            |
| Retention: Fall to Spring                     | 71%  | Increase fall to spring retention rate by 1% for each new cohort | High-touch intrusive interventions<br>Direct financial services to students<br>Assessments |
| Transfer to a four-year institution           | 12%  | Increase transfer-outs by 2% annually.                           | Auto-confer awarding<br>Smart schedule<br>Guided Pathways<br>transfer peer mentors         |
| Completion of transfer level math and English | 12%  | Increase by 2% annually.   | AB705<br>Embedded Tutoring<br>Culturally responsive andragogy                              |
| Attained Vision Goal*                         | 3%   | Increase by 5% annually.   | Auto-confer awarding<br>Smart schedule<br>Guided Pathways                                  |

# Next Steps

- 1 College-wide Sharing of Performance of New DI Data
- 2 Continued Collaboration via SEAP Workgroup
- 3 District-wide Planning Integration; College-wide Success Metrics & Vision for Success
- 4 Integration with Guided Pathways, College Promise, using a culturally responsive lens in andragogy and services
- 5 Build Out “360” View of Progress on All Plans

# **Student Equity Plan**

## **(2019-2022)**

# Executive Summary of Equity Plan 2019-2022

## **Decrease Equity Gaps by 40%**

(in line with IVC's Vision for Success Goals)

- Includes look back on 2015-2018 Plans & Allocations
- Includes 2019-2022 proposed Student Equity activities
- Includes new CO requirements on pre-defined outcomes on disproportionate impacted (DI) groups



## Overall Population

| Metric   | Target<br>(2021-2022) |
|--|-----------------------|
| <b>Access: Successful Enrollment</b>                             | +5%                   |
| <b>Retention: Fall to Spring</b>                                 | +5%                   |
| <b>Completion of Transfer Level Math &amp; English in 1 year</b> | +20%                  |
| <b>Certificates and Degrees</b>                                  | +20%                  |
| <b>Transfer to a Four-Year Institution</b>                       | +35%                  |

*Note: Overall Targets are in line with IVC's Vision for Success Goals (VfS)*



## DI Student Groups

*DI= Disproportionate Impact*  
*Empty cell = no DI*

- ☑ Activities conducted with demonstrable results
- ✓ Activities conducted with results pending
- 🏠 Existing programs funded via other sources

| Subgroup                   | Access | Retention | Math & English | Certificates & Degrees | Transfer |
|----------------------------|--------|-----------|----------------|------------------------|----------|
| Students with Disability   | 🏠      |           | 🏠              |                        |          |
| Economically Disadvantaged |        | ✓         | 🏠              | 🏠                      |          |
| Race/Ethnicity             | ☑      | ☑         | ☑              | ✓                      | ✓        |
| Foster Youth               | ✓      |           | ✓              | ✓                      |          |
| LGBT                       | ✓      | ✓         | ✓              | ✓                      | ✓        |
| Veteran                    | ☑      | ☑         | ☑              |                        |          |





| Target Population                            | Highlights of Activities  |
|--|---|
| <b>LGBTQIA+</b>                              | <b>Pride Scholars Program</b> <ul style="list-style-type: none"><li>• Over 160 students have signed up for Pride Scholars' since Fall 2018</li><li>• Designated Pride Counselor to provide 1:1 academic and personal counseling to students</li><li>• Monthly Workshops and Group Counseling (15-20 students per session)</li><li>• Lavender Chats</li><li>• Pride Event, Transgender Remembrance, Day of Silence, Valen-Pride: 150 students in attendance</li><li>• 7 Safe Space trainings for 95 faculty and staff members</li><li>• Direct Aid (bookstore vouchers, transportation vouchers, laptop loan)</li><li>• Ongoing: Preferred name changes, All Gender Restroom Mapping</li></ul> |
| <b>Food insecure and/or housing insecure</b> | <b>Food and Basic Needs Support</b> <ul style="list-style-type: none"><li>• Food Resource Center assisted 350 students with food resources in Fall of 2017</li><li>• Nearly 100 referrals given to students for state resources including Cal-Fresh and MediCal</li><li>• Approximately 80 meal cards given to students (unduplicated) in Fall 2018</li><li>• CalFresh Assistance and Housing referrals</li></ul>   |
| <b>Undocumented, Dream, and/or DACA</b>      | <b>Dream Scholars Program</b> <ul style="list-style-type: none"><li>• Workshops including legal clinics and Monarch Nights to provide group counseling for students targeted towards issues they may be facing</li><li>• Campus Climate events including Undocumented Student Week of Action</li><li>• Monthly workshops around mental health, financial aid option, legal resources</li><li>• Cultivate a safe space and sense of community for students</li></ul>   |

| Target Population                      | Highlights of Activities   |
|--|--|
| <b>Latinx</b><br><br><b>Low-Income</b> | <b>Summer Bridge</b> <ul style="list-style-type: none"><li>• The SB program serves approximately 40-50 students per section who are majority Latinx and BOG recipients</li><li>• Current data suggestions that these students have higher GPA and retention rates than comparison group</li><li>• SB program focuses on critical transition period to college and provides counseling coursework to help orient students to higher education, including resources and support for career, transfer, and completion</li></ul> |
| <b>Veterans</b>                        | <b>Veterans Services Center</b> <ul style="list-style-type: none"><li>• Specialized orientation sessions and tutoring support services</li><li>• Designated Veterans counseling and academic advisement</li><li>• Access to Psychological resources and support</li><li>• Financial Aid support</li></ul>  |

**TO:** Board of Trustees

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

**RE:** SOCCCD: Basic Aid Allocation Recommendation FY 2019-2020

**ACTION:** Discussion/Presentation

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### **BACKGROUND**

The Basic Aid Allocation Recommendation Committee (BAARC) is charged with the implementation of BP 3110 and AR 3110, Basic Aid Allocation Process, using the plans developed by other district-wide committees and councils. BAARC is chaired by the vice chancellor of business services and is a member participatory governance committee with representation from both colleges and district services staff, including students, the academic senates, CSEA, classified senates, administrators, and managers. The basic aid allocation recommendations follow the annual basic aid cycle which parallels the SOCCCD annual budget development process.

### **STATUS**

A presentation on the subject will be made to the Board of Trustees. The Basic Aid Allocation Recommendation FY 2019-2020 is being submitted for approval under Agenda Item 6.1.



## BOARD OF TRUSTEES MEETING

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April 22, 2019

# SOCCCCD Basic Aid Allocation Recommendation 2019-2020



# BAARC

Basic Aid Allocation Recommendation Council (BAARC), is the district-wide participatory committee responsible for making recommendations to the Chancellor.

To protect the district and colleges and to be fiscally conservative, only one-time projects are to be funded with basic aid monies.

- BAARC met this spring semester to review district-wide & college plans and funding priorities for the projects listed in the areas of technology, capital projects and planning, technical and legal consultants to support capital programs.
- A list of basic aid projects totaling \$93,456,198 is being recommended by the Chancellor for Board approval.
- The Chancellor and college presidents support BAARC recommendations as presented this evening.
- BAARC discussions were collegial; input was broad-based.
- Final recommendations were reflective of the mindful discussion & integrated planning efforts.



# SOCCCCD 2019-2020 Basic Aid Allocation Recommendations

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## Amount Available for Allocation at Tentative Budget\*

|  |                             |
|--|-----------------------------|
| Estimated Balance 7/1/19                             | \$ 28,017,985               |
| Basic Aid Receipts FY 2019-2020                      | <u>81,797,766</u>           |
| <b>Estimated Property Taxes for Basic Aid</b>        | <b>\$ 109,815,751</b>       |
| Less: 20% Contingency for Unrealized Tax Collections | \$ ( <u>16,359,553</u> )    |
| <b><u>TOTAL BAARC RECOMMENDATION</u></b>             | <b><u>\$ 93,456,198</u></b> |

\*Amounts based on information available at the time BAARC met; subsequent changes in property tax estimates and DRAC model funding will be reflected in the Adopted Budget



# SOCCCCD 2019-2020 Basic Aid Allocation Recommendations

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**Long Term Obligations and Fixed Expenses** \$ 5,830,000

## **Capital Projects**

- |   |            |
|---|------------|
| 1. Capital Projects – Priorities 2019-2020    | 52,452,981 |
| 2. Capital Projects – Special Project Support | 5,833,118  |

## **Access Controls and ADA**

- |                    |           |
|--------------------|-----------|
| 1. Access Controls | 2,481,185 |
| 2. ADA             | 3,000,000 |

## **Scheduled Maintenance and Renovation Projects**

- |   |           |
|---|-----------|
| 1. Scheduled Maintenance                          | 2,200,000 |
| 2. Renovation and other facility related projects | 6,460,000 |

**Technology Projects** 15,198,914

**TOTAL BAARC RECOMMENDATION** **\$ 93,456,198**



# SOCCCCD 2019-2020 Basic Aid Allocation Recommendations

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## Capital Projects:

|                                       |                |
|---------------------------------------|----------------|
| IVC Student Services Renovation       | \$23,850,000   |
| IVC Soccer and Practice Fields        | 10,000,000     |
| IVC Fine Arts Building                | 7,172,680      |
| SC Gateway Building                   | 6,599,180      |
| ATEP Signage Project                  | 4,431,121      |
| IVC Electric Vehicle Charging Station | <u>400,000</u> |
| Subtotal for Capital Projects         | \$52,452,981   |





# SOCCCCD 2019-2020 Basic Aid Allocation Recommendations

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## Planning, Technical, and Legal Consultants to Support Capital Projects

|                                       |                |
|---------------------------------------|----------------|
| ATEP Site Development                 | \$2,000,000    |
| District-wide Architectural Standards | 1,500,000      |
| District-wide IPP, FPP, 5 Year Plan   | 1,140,000      |
| Pre-Planning and Investigations       | 396,140        |
| ATEP Site Operations                  | <u>796,978</u> |
| Subtotal for Special Project Support  | \$5,833,118    |



# SOCCCCD 2019-2020 Basic Aid Allocation Recommendations

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## Access Controls and ADA Projects:

|   |                  |
|---|------------------|
| IVC Access Controls                           | \$2,481,185      |
| District-wide ADA Transition Plan Projects    | <u>3,000,000</u> |
| Subtotal for Access Controls and ADA Projects | \$5,481,185      |

## Scheduled Maintenance and Renovation Projects:

|  |                |
|--|----------------|
| SC Scheduled Maintenance College-wide                    | \$2,200,000    |
| IVC Library Remodel Phase II                             | 900,000        |
| IVC B200 Physical Sciences Classrooms and Labs           | 200,000        |
| SC Building Management System (BMS) Controls             | 4,900,000      |
| District-wide Warehouse Canopy                           | <u>460,000</u> |
| Subtotal for Scheduled Maintenance & Renovation Projects | \$8,660,000    |



# SOCCCCD 2019-2020 Basic Aid Allocation Recommendations

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## Technology Projects:

### Category A

|  |             |
|--|-------------|
| SIS: State Compliance and College Requests | \$1,814,400 |
| Workday HR/Finance System                  | 1,100,000   |

### Category B

|  |           |
|--|-----------|
| Other District-wide Projects<br>(Network security, MAP, SmartSchedule, SIS Enhancements) | 4,340,400 |
|--|-----------|

### Category C

|   |           |
|---|-----------|
| College Projects<br>(Desktops, Classroom AV, Wireless, Network Refresh) | 7,220,356 |
|---|-----------|

|                       |                |
|-----------------------|----------------|
| Innovation Funds (5%) | <u>723,758</u> |
|-----------------------|----------------|

|                                  |              |
|----------------------------------|--------------|
| Subtotal for Technology Projects | \$15,198,914 |
|----------------------------------|--------------|



*Thank you*

*to CIC, DTC, BAARC members*

*and all other participants!*

Questions and Discussion

**TO:** Board of Trustees  
**FROM:** Kathleen F. Burke, Chancellor  
**RE:** SOCCCD: Minutes of the Board of Trustees Meeting  
**ACTION:** Approval

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Minutes from:

March 25, 2019 Regular Meeting of the Board of Trustees (Exhibit A)  
and March 26, 2019 Special Meeting of the Board of Trustees (Exhibit B)  
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  
March 25, 2019**

**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  
Marcia Milchiker, Member  
Terri Whitt, Member  
Evelyn Hoang, Student Member

**ABSENT**

**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  
Elliot Stern, President Saddleback College  
Glenn Roquemore, President Irvine Valley College

**CALL TO ORDER: 5:00 P.M.**

**1.0 PROCEDURAL MATTERS**

- 1.1 Call to Order
- 1.2 Public Comments

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

No public comments were made.

**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 and Eloy Oakley Ortiz, Chancellor - California Community Colleges**

- 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 Legal Counsel (Government Code Section 54956.9)**

- A. Anticipated Litigation (Government Code Section 54956.9(d)(2))

**Significant exposure to litigation: 4 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, in closed session, voted to issue a Notice of Rejection of Claim pursuant to Government Code Section 913.

**2.2 [Invocation](#)**

**Led by Trustee T.J. Prendergast**

**2.3 [Pledge of Allegiance](#)**

**Led by Trustee Terri Whitt**

## 2.4 Public Comments

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**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.**

Two public comments were made regarding faculty contract negotiations.

## 3.0 REPORTS

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3.1 Oral Reports: Speakers are limited to up to two minutes each.

A. Board Reports

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B. Chancellor's Report

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### Written Report

C. College Presidents' Reports (Written Reports included in Section 8.0)

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Irvine Valley College Written Report

Saddleback College Written Report

D. Associated Student Government Reports

---

E. Board Request(s) for Reports

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## 4.0 DISCUSSION ITEMS

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4.1 SOCCCD: Saddleback College and Irvine Valley College Foundations Annual Report.

---



Foundation staff will provide a financial summary and summary of accomplishments for FY 2017-2018.

Item 4.1  
Exhibits A-B

Elissa Oransky, Executive Director, IVC Foundation, Steve Richardson, Interim Executive Director Saddleback College Foundation and Anthony Ferry, Board of Directors Chairman, Saddleback College Foundation, presented the annual foundation report to the Board of Trustees.

- 4.2      SOCCCD: State and Federal Legislative Priorities  
\_\_\_\_\_Letitia Clark, District Director of Public Affairs and Government Relations,  
will present state and federal legislative priorities for the Board of Trustees  
to consider.

Item 4.2  
Exhibit A  
PowerPoint Presentation

Letitia Clark, District Director of Public Affairs and Government Relations, presented the state and federal legislative priorities for the board's consideration.

**5.0      CONSENT CALENDAR ITEMS**

Trustee Prendergast requested to remove item 5.2 and 5.13, and Trustee Jay requested to remove item 5.12 from the consent calendar for separate discussion and action.

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

- 5.1      SOCCCD: Board of Trustees Meeting Minutes  
Approve minutes of Regular Meeting held on February 25, 2019.

Item 5.1  
Exhibit A

- 5.2      SOCCCD: Resolution  
\_\_\_\_\_Jack S. Roper, First SOCCCD Superintendent and Saddleback College  
President

Item 5.2  
Exhibit A

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

- 5.3      Saddleback College: Revised Curriculum for the 2019-20 Academic Year  
Approve the proposed curriculum changes for the 2019-20 academic years at Saddleback College.

Item 5.3

[Exhibit A](#)

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

[Item 5.4](#)  
[Exhibit A](#)

- 5.5 SOCCCD: 2020-2021 Academic Calendar  
Accept for review and study the proposed Academic Calendar for 2020-2021.

[Item 5.5](#)  
[Exhibits A-B](#)

- 5.6 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 5.6](#)  
[Exhibit A](#)

- 5.7 SOCCCD: Irvine Valley College, Notices of Completion, Various Projects  
Authorize filing the Notices of Completion at Irvine Valley College for the B300 Printmaking Studio & Art Gallery Refresh project to Otero Construction, Inc., for a final contract amount of \$75,137, the Life Sciences Building 1st Floor Seal Coat project to SD Remodeling, Inc., for a final contract amount of \$62,500 and the SSC VAV Reheat Repiping project to ACCO Engineered Systems, Inc., for a final contract amount of \$43,804.

[Item 5.7](#)  
[Exhibits A-C](#)

- 5.8 SOCCCD: Labor Compliance Services, TGS Enterprises, Inc. dba The Solis Group.  
Approve the Labor Compliance Services agreement with TGS Enterprises, Inc. dba The Solis Group, from April 1, 2019 to March 31, 2024.

[Item 5.8](#)  
[Exhibits A-B](#)

- 5.9 SOCCCD: Student Out of State Travel.  
Approve the college student out of state travel for the participants, dates, locations and costs.

[Item 5.9](#)  
[Exhibit A](#)

- 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.19-07 to Amend  
FY 2018-2019 Adopted Budget.  
Adopt Resolution No. 19-07 to amend the Adopted 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](#)

A correction to a date was made on Exhibit A and B to supplier contract, Blue Violet Networks. The date of the board approved contract was corrected to June 25, 2018.

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

- [5.13](#) [SOCCCD: Contracts.](#)  
[Ratify contracts as listed.](#)

[Item 5.13](#)  
[Exhibits A-C](#)

The header on Exhibit A was corrected to read, "Contracts with Values between \$5,000 and \$200,000." The location of the Blackbaud, Inc. agreement on Exhibit A, page 4, was corrected to read, "Saddleback College."

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

[6.0](#) [GENERAL ACTION ITEMS](#)

- [6.1](#) [SOCCCD: CCCT Board of Directors Election 2019](#)  
[Recommendation for SOCCCD board members to nominate up to seven](#)  
[candidates to the CCCT Board of Directors.](#)

[Item 6.1](#)  
[Exhibit A](#)

The SOCCCD Board of Trustees nominated five candidates for the CCCT Board of Directors. The names of the candidates are: Thomas J. Prendergast, III, South Orange County CCD, Kenneth A. Brown, El Camino CCD, Mark Evilsizer, Palomar CCD, Michelle R. Jenkins, Santa Clarita CCD, Linda S. Wah, Pasadena CCD.

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

- 6.2      SOCCCD: OCSBA Maureen DiMarco Award Nomination  
\_\_\_\_\_ Recommendation for SOCCCD board members to nominate Robert  
Flournoy, IVC classified employee, for the Maureen DiMarco Award and  
approve the nomination for transmittal to Orange County Department of  
Education.

Item 6.2  
Exhibit A

The SOCCCD Board of Trustees nominated Robert Flournoy for the Maureen DiMarco Award. The completed nomination packet will be submitted for consideration to the Orange County Department of Education.

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

- 6.3      SOCCCD: OCSBA Board of Directors Interest Form  
\_\_\_\_\_ Approve possible trustee nomination(s) for transmittal to OCSBA.

Item 6.3  
Exhibit A

Board members nominated Trustee Prendergast for consideration to serve on the OCSBA Board of Directors. The interest form will be forwarded to the Orange County School Boards Association at the Orange County Department of Education.

On a motion made by Trustee Whitt and seconded by Trustee Jemal this item was approve on a 7 - 0 vote.

- 6.4      SOCCCD: Request to Change Local District Election System  
\_\_\_\_\_ Adopt Resolution initiating process of establishing Elections by-Trustee  
Areas.

Item 6.4  
Exhibits A-B

The Board adopted Resolution #19-06, initiating the process of establishing Elections by-Trustees Areas.

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

- 6.5      SOCCCD: Saddleback College Community Education, Emeritus Institute,  
\_\_\_\_\_ and K-12 Partnerships Facility Use Agreement with Saddleback Valley  
Unified School District (SVUSD).  
Approve the Facility Use Agreement with the Saddleback Valley Unified  
School District for a five-year total of \$609,000 for facilities use from July  
1, 2018 through June 30, 2023.

Item 6.5

Exhibit A

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

- 6.6      SOCCCD: Authorize the Purchase of Furniture at Saddleback College, National Office Furniture, Inc.  
\_\_\_\_\_ Approve the use of California Multiple Award Schedule Contract No. 4-11-71-0119A, Supplement No. 7 as awarded to National Office Furniture, Inc. for the purchase of furniture.

Item 6.6

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

- 6.7      SOCCCD: Authorize the Purchase of Identification Card Printing Equipment, Software, Cards, Integrations Services, and Related Supplies from Card Integrators Corporation.  
\_\_\_\_\_ Approve the use of California Multiple Award Schedule Contract No. 3-09-67-0016A, Supplement No. 1 as awarded to Card Integrators Corporation for the purchase of identification card printing equipment, software, integrations services, cards, and related supplies.

Item 6.7

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

- 6.8      SOCCCD: Retiree OPEB Trust Actuarial Report and Recommended Funding.  
\_\_\_\_\_ Accept Nyhart Company's 2019 actuarial report and allocate \$659,154 to fund the actuarial accrued liability and \$5,039,664 to fund the normal cost for FY 2019-2020.

Item 6.8  
Exhibit A

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

- 6.9      SOCCCD: Board Policy Revision: BP-146 Chancellor Succession, BP-1500 Naming of College Facilities, BP-1900 Alcoholic Beverages, BP-3007 Cash Handling, BP-3101 Budget Management, BP-3101.5 (now 3103) Fiscal Management, BP-3102 Investment Policy, BP-3104 Fiscally Accountable, BP-3300 Gifts, Donations and Bequests, BP-3451 Safety and Health, BP-3520 Refreshments and Meals at District Functions, BP-3811 College Bookstores, BP-4006 Communicable Diseases Assessment, BP-4007 Health Examinations.  
\_\_\_\_\_

Accept for review and study board policies as listed.

Item 6.9  
Exhibits A-N

Trustee Lang provided his board policy changes to Chancellor Burke for her consideration.

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

- 6.10     SOCCCD: Board Policy Revision: BP-112 Duties and Responsibilities of the Board of Trustees, BP-118 Committees of the Board, BP-122 Closed Sessions, BP-124 Special and Emergency Meetings, BP-136 Minutes of the Board of Trustees, BP-138 Recording of Board of Trustee Meetings, BP-152 Presentation of Initial Collective Bargaining Proposals, BP-180 Respectful Interactions and Collaboration.  
\_\_\_\_\_ Approve board policies as listed.

Item 6.10  
Exhibits A-H

A minor correction was made to Board Policy 124.

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

- 6.11     SOCCCD: Academic Employee and Classified Administrator Personnel Actions – Regular Items  
\_\_\_\_\_ Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non General Fund, Resignation/Retirement/Conclusion of Employment, Reduced Workload Program with STRS Retirement.

Item 6.11  
Exhibit A

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

- 6.12     SOCCCD: Faculty Conversion to Canvas One – Time Stipends  
\_\_\_\_\_ Ratify Additional Compensation: Canvas Conversion-General Fund.

Item 6.12  
Exhibit A

On a motion made by Trustee Whitt and seconded by Trustee Jay, this item was approved on a 6 - 1 vote with Trustee Lang casting a negative vote.

- 6.13     SOCCCD: Classified Personnel Actions – Regular Items  
\_\_\_\_\_ Ratify New Personnel Appointments, Authorization to Establish and Announce (A) Classified Position(s), Reorganization/Reclassification,

Authorization to Increase/Decrease Hours per Week and/or Months per Year on (A) Classified Position(s), Change of Status, Out of Class Assignments – For Positions that are Vacant During Recruitment for Permanent Appointments (Limited to 960 Hours per Fiscal Year), Resignation/Retirement/Conclusion of Employment.

Item 6.13  
Exhibit A

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

6.14     SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items  
\_\_\_\_\_ Ratify New Personnel Appointments, Volunteers.

Item 6.14  
Exhibit A

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

## 7.0     REPORTS

\_\_\_\_\_

7.1     Saddleback College and Irvine Valley College: Speakers  
\_\_\_\_\_ A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.

Item 7.1  
Exhibit A

7.2     SOCCCD: Staff Response to Public Comments from Previous Board Meeting  
\_\_\_\_\_ Staff response from District Services, Irvine Valley College and Saddleback College to a public comment made at the February 25, 2019 Board Meeting.

Item 7.2  
Exhibit A

7.3     SOCCCD: Facilities Plan Status Report.  
\_\_\_\_\_ Report on the status of major capital projects.

Item 7.3  
Exhibit A

7.4     SOCCCD: Monthly Financial Status Report.  
\_\_\_\_\_ The reports display the adopted budget, revised budget and transactions through February 28, 2019.

Item 7.4  
Exhibit A

7.5      SOCCCD: Retiree (OPEB) Trust Fund.  
\_\_\_\_\_ Report for period ending January 31, 2019.  
Item 7.5  
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



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. in memory of Saddleback College Professor Lee Haggerty.



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Kathleen F. Burke  
Secretary, Board of Trustees

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S CONFERENCE ROOM - HS 324  
HEALTH SCIENCES/DISTRICT OFFICES BLDG., SADDLEBACK COLLEGE**

**MINUTES OF THE SPECIAL BOARD OF TRUSTEES' MEETING  
March 26, 2019**

**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  
Marcia Milchiker, Member  
Terri Whitt, Member

Also present for the duration of the meeting were:

Kathleen F. Burke, Chancellor  
Denice Inciong, District Director Research, Planning and Data Management  
Daniel Iacofano, President/CEO, MIG  
Mark Sillings, Project Manager, MIG

**CALL TO ORDER: 5 P.M.**

**1.0 PROCEDURAL MATTERS**

**1.1 Call To Order**

- 1.2 Public Comments – *Members of the public may address the Board on items set forth on the agenda. **Speakers are limited to up to two minutes each.***

There were no public comments

**2.0 DISCUSSION ITEMS**

- 2.1 Board members will review and discuss the emerging themes that will shape the development of the Education Master and Strategic Plans (EMSP) for the District.

**EMSP Project Overview and Update**

Dr. Daniel Iacofano, President/CEO of MIG, reviewed the EMSP planning efforts that have taken place thus far at the District and led discussion. The EMSP was described as a three phase process that will cover a 13 month

period. The first phase focused on understanding the context by identifying trends and issues impacting the District. The first phase began on December 2018 and went through March 2019. The second phase will be in effect from April to July 2019 and it is expected to shape the vision for the future and will define a clear path forward for the District. The third and final phase will build the support for plan implementation through careful, inclusive review of the draft plans and by making refinements that build support. The final phase will run from August to December 2019. Dr. Iacofano stated that the EMSP will address functions and areas of responsibility for the District as a whole as well as each college individually. The EMSP will provide the foundation for a new Facilities Master Plan and Technology Master Plan, to be written in conjunction with the Educational Master and Strategic Plan, but in a separate process.

Dr. Iacofano reviewed the preliminary results to date from the online questionnaire and stated that several groups comprised of students from IVC and Saddleback, faculty, staff, administrators, community members, and local business owners participated in the survey. A sample of the questions included important factors in choosing a college and rating your experience with the colleges.

### **Preliminary Results of Environmental Scan to Date**

The consultant provided a summary of the results from the environmental scan that surveyed over one thousand participants. The South Orange County Community College District requested feedback from employees district-wide through an online survey that will identify trends, issues, and priorities that should be addressed by the EMSP. District employees were asked to complete an online questionnaire to share ideas and perspectives and to help shape the future direction of the district and both colleges.

The preliminary results to date on student trends from the institutional effectiveness data were reviewed. It was determined that enrollment has remained relatively flat.

A total of nineteen on campus workshops were held at both campuses. The information reviewed included both qualitative and quantitative data, which combined, presented a full picture. The strengths, issues, challenges and opportunities facing the district were reviewed.

A number of emerging themes were reviewed and discussed. The themes included: Adopt a wider array of teaching and learning approaches, prepare students to achieve their learning goals, align our programs, ensure equity, strategize enrollment, expand and modernize college facilities and infrastructure, improve organizational effectiveness, expand and enhance partnerships, raise the profile of each of the colleges, strengthen the relationships between IVC, SC and the District by pursuing opportunities to collaborate on shared goals.

### **Trustee Priorities**

Based on the discussion, the board members identified the following priorities.

- Need greater industry participation. What are their needs?
- Target population not completing high school. Identify strategies/solutions
- Facility Development. Barriers/Delays
- Address the demographic shift, growing older, losing younger
- How do we differentiate ourselves?
- Housing
- International Students
- Olympics- Training location
- Conference Center (multi-use)
- ATEP
- Aerospace
- P3 Development Model opportunities

### **Next Steps**

A Program/Unit Assessment Questionnaire was formulated to assess the needs, issues, challenges, and opportunities associated with each program and/or unit at each college. The planning initiative will result in the new EMSP for the District, Irvine Valley College and Saddleback College.

A District-Wide Charrette will take place at the Hills Hotel in Laguna Hills on Friday, April 5, 2019.

### **ADJOURNMENT**

The meeting adjourned at 6:51 p.m.



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Kathleen F. Burke  
Secretary, Board of Trustees

**TO:** Board of Trustees

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

**RE:** Resolutions

**ACTION:** Approval

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Board Resolutions are presented as a formal recognition by the Board of Trustees to honor extraordinary achievements such as board service, national and/or state championships as well as to those who have provided honorable, extraordinary, lasting contributions to students, the community or education. The honorees will accept their board resolution and will be recognized for their achievement at their respective college campus.

There are twelve resolutions being submitted to the board for approval this month.

Board President Prendergast will provide a brief summary of each resolution.

1. Evelyn Hoang, Student Trustee
2. Classified Employee Week
3. Dr. Mike Hoggatt, Professor of the Year, Saddleback College
4. Rafaella Baker, Associate Professor of the Year, Saddleback College
5. Fleur Fong, Emeritus Professor of the Year, Saddleback College
6. Benjamin Mis, Professor of the Year, Irvine Valley College
7. Mohammad Youssef, Associate Professor of the Year, Irvine Valley College
8. Ida Stuart, Emeritus Professor of the Year, Irvine Valley College
9. Community College Awareness Month
10. Day of Remembrance: Armenian Genocide
11. Denim Day: Sexual Assault Awareness
12. Earth Day



# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

April 22, 2019

## Evelyn Hoang

*In Honor and in Gratitude of her Service as Student Trustee*

**WHEREAS**, Evelyn Hoang served as the elected Student Member of the South Orange County Community College District Board of Trustees for the 2018-2019 Academic Year; and

**WHEREAS**, Evelyn Hoang represented more than 60,000 students from Saddleback College, Irvine Valley College, and the Advanced Technology and Education Park and she was an active student trustee in our district and community, attending on- and off-campus events and recognizing the accomplishments of students, faculty, and staff; and

**WHEREAS**, Evelyn Hoang remained engaged on both campuses, as a member of the speech and debate team, president of the humanities club, and as an associate justice on the IVC Judicial Court. She worked tirelessly to bring new initiatives and activities to the district, such as homecoming activities and initiatives focused on housing and food insecurities; and

**WHEREAS**, Evelyn Hoang focused on the strength of the student voice and regularly held meetings with Trustees and district and college leadership, in addition to hosting open forums on campus to engage with students about campus and district-wide concerns. She was respected and admired by fellow students, faculty, staff and administrators for her work as 2018-2019 Student Trustee; now, therefore

**BE IT RESOLVED**, That the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby recognize, honor, and appreciate the many contributions to the colleges and district of Evelyn Hoang during her term as Student Trustee; and

**BE IT FURTHER RESOLVED**, That she find limitless success in her personal and professional endeavors. On behalf of the South Orange County Community College District, we thank Evelyn Hoang for her commitment, dedication, and service.

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T.J. Prendergast III, President

---

Timothy Jemal, Vice President

---

James R. Wright, Clerk

---

Barbara J. Jay, Member

---

David B. Lang, Member

---

Marcia Milchiker, Member

---

Terri Whitt, Member

---

Kathleen F. Burke, Chancellor





# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
April 22, 2019

## May 19-25, 2019 *Classified School Employee Week*

**WHEREAS**, Classified School Employees provide invaluable services, skills, and support to the students, faculty, administrators, and staff of the South Orange County Community College District; and

**WHEREAS**, The contributions of Classified School Employees are vital to district operations and promote a positive learning environment that encourages and celebrates student success; and

**WHEREAS**, Classified School Employees are critical in creating a vibrant and student-focused culture that provides for the health, welfare, and safety for all; and

**WHEREAS**, Classified School Employees strive for excellence and innovation throughout the district and provide valued guidance to the students of Saddleback College, Irvine Valley College, and the Advanced Technology and Education Park; now, therefore

**BE IT RESOLVED**, That the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby recognize, honor and appreciate the many contributions of the Classified Employees to quality education in California and in our district and declare the week of May 19-25, 2019 as Classified School Employee Week.

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T.J. Prendergast III, President

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Timothy Jemal, Vice President

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James R. Wright, Clerk

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Barbara J. Jay, Member

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David B. Lang, Member

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Marcia Milchiker, Member

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Terri Whitt, Member

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Evelyn Hoang, Student Member

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Kathleen F. Burke, Chancellor





# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
April 22, 2019

## Dr. Mike Hoggatt *Saddleback College Professor of the Year*

**W**HEREAS, Mike Hoggatt, a professor and the department chair of Disabled Students Programs and Services, and currently teaches developmental courses in basic skills, learning strategies, and access technologies, was named Saddleback College Professor of the Year; and

**W**HEREAS, Mike Hoggatt earned a Bachelor of Arts degree in history from Point Loma Nazarene University, a Master of Science degree in special education from CSU Long Beach, and a Ph.D. in higher education policy, with an emphasis in disability policy, from UC Riverside; and

**W**HEREAS, He strives to create opportunities for all students and help them find a place of belonging in higher education. To reinforce that effort, he serves as the faculty advisor to the college's Superfriends Club, which promotes leadership and social opportunities for students with disabilities; and

**W**HEREAS, He also developed Adult Education programming for adults labeled with substantial disabilities to assist in their continued growth toward independence and autonomy; and

**W**HEREAS, Mike Hoggatt's research on the critical interpretation of disability and policy has been published in a wide range of periodicals, including the Community College Review and the Community College Journal of Research and Practice; and

**W**HEREAS, Mike Hoggatt continuously advocates on behalf of underserved students and community members through his involvement in various civic and community organizations; now, therefore

**BE IT RESOLVED** that the South Orange County Community College District Board of Trustees and Chancellor does hereby commend and congratulate Dr. Mike Hoggatt for his outstanding dedication to his students and well-deserved recognition as the Saddleback College Professor of the Year.

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T.J. Prendergast III, President

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Timothy Jemal, Vice President

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James R. Wright, Clerk

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Barbara J. Jay, Member

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David B. Lang, Member

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Marcia Milchiker, Member

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Terri Whitt, Member

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Evelyn Hoang, Student Member

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Kathleen F. Burke, Chancellor





# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

April 22, 2019

## Raffaella Baker

### *Saddleback College Associate Professor of the Year*

**W**HEREAS, Raffaella Baker, an instructor of speech communication who began her career at Saddleback College in spring 2016, has been named Saddleback College Associate Professor of the Year; and

**W**HEREAS, Raffaella Baker enjoys teaching interpersonal communication, persuasion, and communication fundamentals, and serving as an assistant coach on the college's forensics team; and

**W**HEREAS, Raffaella Baker earned a Bachelor of Arts degree in communication studies from CSU Long Beach, and a Master of Arts degree in communication studies with an emphasis in rhetoric and pedagogy from CSU Fullerton; and

**W**HEREAS, Raffaella Baker is a first-generation Latinx and the first in her family to graduate from college and was inspired to teach speech communication because of her experience on the forensics team at Orange Coast College, where she was a regionally and nationally-recognized speaker; and

**W**HEREAS, She now inspires and makes a lasting impact on Saddleback College students through her skills and talents as a faculty member; now, therefore

**BE IT RESOLVED** that the South Orange County Community College District Board of Trustees and Chancellor does hereby commend and congratulate Raffaella Baker for her outstanding dedication to her students and well-deserved recognition as the Saddleback College Associate Professor of the Year.

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T.J. Prendergast III, President

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Timothy Jemal, Vice President

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James R. Wright, Clerk

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Barbara J. Jay, Member

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David B. Lang, Member

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Marcia Milchiker, Member

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Terri Whitt, Member

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Evelyn Hoang, Student Member

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Kathleen F. Burke, Chancellor





# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
April 22, 2019

**Fleur Fong, M.S.**

*Saddleback College Outstanding Emeritus Professor of the Year*

**W**HEREAS, Fleur Fong has served and taught the senior adult population within the Saddleback College Emeritus Institute for 28 years; and

**W**HEREAS, Fleur Fong holds a Master of Science in Kinesiology from California State University, Fullerton, and holds a Bachelor of Science in Physical Education from Baylor University; and

**W**HEREAS, Fleur Fong's students say that she is an extraordinary and knowledgeable teacher. That she takes time to interact with students and always brings something new to class; and

**W**HEREAS, Fleur Fong is known to be an inspirational leader who motivates her students to achieve their goals through exercising and healthy living; and

**W**HEREAS, Fleur Fong's students say that she has excellent knowledge of kinesiology and the challenges of aging bodies. She provides the tools to make their lives and bodies healthier, stronger, safer, and happier; and

**W**HEREAS, Fleur Fong is a valued member of the Saddleback College faculty community and is greatly respected, admired, and deserving of this recognition; now, therefore

**BE IT RESOLVED**, That the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate Fleur Fong as the Saddleback College Outstanding Emeritus Professor of the Year.

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T.J. Prendergast III, President

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Timothy Jemal, Vice President

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James R. Wright, Clerk

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Barbara J. Jay, Member

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David B. Lang, Member

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Marcia Milchiker, Member

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Terri Whitt, Member

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Evelyn Hoang, Student Member

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Kathleen F. Burke, Chancellor





# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
April 22, 2019

## Dr. Benjamin Mis

### *Irvine Valley College Full-Time Professor of the Year*

**WHEREAS**, Dr. Benjamin Mis has taught at Irvine Valley College for five years and is known for a presenting style that is both challenging and engaging; and

**WHEREAS**, “Professor Mis not only encourages hard work and success through his extraordinary teaching style and technique, but he also inspires students in matters beyond the classroom,” a student nominator wrote; and

**WHEREAS**, Dr. Benjamin Mis received his associate degree from Palm Beach Community College and earned a bachelor’s degree from Florida Atlantic University before moving on to UC Irvine to complete his PhD in psychology. Before coming to IVC, he has taught classes at various other colleges and universities; and

**WHEREAS**, In addition to teaching, Dr. Benjamin Mis brings a strong research focus to his pedagogy, mentoring student research projects that are presented annually at HTCC and the Western Psychology Association’s conference; and

**WHEREAS**, Dr. Benjamin Mis coordinates the California Community College Internship Program at IVC, arranging mentorship opportunities that pair faculty with graduate students from UC Irvine interested in community college teaching; now, therefore

**BE IT RESOLVED**, That the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate Dr. Benjamin Mis as the Irvine Valley College Outstanding Full-Time Professor of the Year.

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T.J. Prendergast III, President

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Timothy Jemal, Vice President

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James R. Wright, Clerk

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Barbara J. Jay, Member

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David B. Lang, Member

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Marcia Milchiker, Member

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Terri Whitt, Member

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Evelyn Hoang, Student Member

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Kathleen F. Burke, Chancellor





# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
April 22, 2019

## Mohamad Youssef

### *Irvine Valley College Outstanding Part-Time Professor of the Year*

**WHEREAS**, Mohamad Youssef is described by his students as an inspiration; a student nominator wrote that “he is a firm believer that anything can be achieved with hard work and dedication. Professor Youssef truly cares about the well being and future success of his students;” and

**WHEREAS**, Mohamad Youssef has taught at Irvine Valley College for the past two and a half years, and has also taught at Santa Ana College, Cypress College, the Irvine Math Academy, the AOI College of Languages, and the ACI Academy; and

**WHEREAS**, This semester, Mohamad Youssef is teaching Analytic Geometry and Calculus II and A Brief Course in Calculus at Irvine Valley College; and

**WHEREAS**, “Professor Youssef has been a phenomenal professor,” a student nominator wrote after taking his Analytic Geometry and Calculus classes, adding that “He has a strong ambition for teaching and he really takes the time to educate his students as well as give them advice that will help them in life. He forms bonds with students and tries to make them as comfortable as possible so they can absorb the material in a stress free environment;” and

**WHEREAS**, Mohamad Youssef graduated from the University of California, Los Angeles, with a bachelor’s degree in mathematics before earning a master’s degree in mathematics from the University of South Carolina; now, therefore

**BE IT RESOLVED**, That the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate Mohamad Youssef as the Irvine Valley College Outstanding Part-Time Professor of the Year.

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T.J. Prendergast III, President

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Timothy Jemal, Vice President

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James R. Wright, Clerk

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Barbara J. Jay, Member

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David B. Lang, Member

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Marcia Milchiker, Member

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Terri Whitt, Member

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Evelyn Hoang, Student Member

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Kathleen F. Burke, Chancellor





# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
April 22, 2019

## Ida Stuart

### *Irvine Valley College Outstanding Emeritus Professor of the Year*

**WHEREAS**, Ida Stuart has taught line dancing at Irvine Valley College's Emeritus Institute for many years and has a loyal cadre of students who return again and again to take her classes; and

**WHEREAS**, Ida Stuart currently teaches five classes a week, and students praise her energy, passion, and infectious joy, as well as noting how she knows every student's name; many describe her as an inspirational figure in their lives; and

**WHEREAS**, "Her warm and enduring personality made me feel welcome and comfortable in a new environment," a student nominator wrote. "She is patient and encouraging, and always accentuates the positive in her students by providing positive feedback;" and

**WHEREAS**, Ida Stuart is appreciated by her students for bringing in articles on health and wellness; several praised Ida's class for helping them improve their health as well as their memory. "Ida is contributing to our physical exercise for well-being of the body, as well as the mental acuity to keep our brains sharp," a student nominator wrote. "She is very deserving of this award;" and

**WHEREAS**, Ida Stuart has taught dance for more than 30 years, and has been a member of several dance clubs as well as the worldwide National Teachers Association of dance instructors since the early 1990s; now, therefore

**BE IT RESOLVED**, That the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate Ida Stuart as the Irvine Valley College Outstanding Emeritus Professor of the Year.

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T.J. Prendergast III, President

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Timothy Jemal, Vice President

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James R. Wright, Clerk

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Barbara J. Jay, Member

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David B. Lang, Member

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Marcia Milchiker, Member

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Terri Whitt, Member

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Evelyn Hoang, Student Member

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Kathleen F. Burke, Chancellor





# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
April 22, 2019

## Community College Awareness Month

**WHEREAS**, South Orange County Community College District (SOCCCD), is one of the largest community college districts in the region, serving approximately 60,000 students on three campuses – Saddleback College, Irvine Valley College, and the Advanced Technology & Education Park (ATEP); and

**WHEREAS**, SOCCCD is a leader in higher education and enriches lives in Orange County through learning and its 382 square mile service area serves nearly one million residents; and

**WHEREAS**, SOCCCD is a community partner through the offering of classes at 130 community sites, beyond the three campuses and provides outstanding education through more than 400 degree and certificate programs that prepare students to fill local and high skilled workforce opportunities; and

**WHEREAS**, SOCCCD students added 1.3 billion to the Orange County economy in 2016-2017, approximately 5% of the county's total gross regional product; and

**WHEREAS**, SOCCCD's impact supported 18,341 jobs in Orange County, meaning one out of every 124 jobs in Orange County is supported by the activities of SOCCCD and their students and SOCCCD is proud of the 50 plus years in Orange County and commitment from faculty and staff to students; and

**WHEREAS**, SOCCCD celebrates its successes and many accomplishments in April – Community College Awareness Month; now, therefore

**BE IT RESOLVED** that the Board of Trustees and Chancellor of the South Orange County Community College District hereby proclaims April as Community College Awareness Month and requests that all students, faculty, and staff celebrate by promoting the good works of the colleges.

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T.J. Prendergast III, President

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Timothy Jemal, Vice President

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James R. Wright, Clerk

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Barbara J. Jay, Member

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David B. Lang, Member

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Marcia Milchiker, Member

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Terri Whitt, Member

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Evelyn Hoang, Student Member

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Kathleen F. Burke, Chancellor





# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

April 22, 2019

## Day Of Remembrance: Armenian Genocide

**WHEREAS**, In the early part of the twentieth century, a systematic destruction of thousands of Armenian communities, through massacres and death marches in which some 1.5 million Armenians perished and hundreds of thousands more were uprooted from their homes and ancient homeland, was carried out from 1915 to 1923; and

**WHEREAS**, Any such systematic destruction of a culture must be remembered and acknowledged in the hope of preventing all such events in the future; and

**BE IT RESOLVED**, That the Board of Trustees and Chancellor of the South Orange County Community College District hereby designates April 24 of each year as “Day of Remembrance for the Armenian Genocide of 1915 to 1923; now, therefore

**BE IT FURTHER RESOLVED**, That the Board of Trustees of the South Orange County Community College District hereby encourages the colleges and all employees and students to commemorate this historic tragedy.

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T.J. Prendergast III, President

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Timothy Jemal, Vice President

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James R. Wright, Clerk

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Barbara J. Jay, Member

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David B. Lang, Member

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Marcia Milchiker, Member

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Terri Whitt, Member

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Evelyn Hoang, Student Member

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Kathleen F. Burke, Chancellor





# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
April 22, 2019

## Denim Day: Sexual Assault Awareness

**Whereas,** The United States Government has declared April as “Sexual Assault Awareness Month” and many colleges throughout the nation have taken a stance against sexual violence through the recognition of “Denim Day;” and

**Whereas,** Both events are intended to draw attention to the fact that rape and sexual assault remain to be serious issues in our society and harmful attitudes about rape and sexual assault allow these crimes to persist and allow victims/survivors to be re-victimized; and

**Whereas,** “Sexual Assault Awareness Month” and “Denim Day” are also intended as a means of calling attention to misconceptions and misinformation about rape and sexual assault and the reality that many in today’s society remain disturbingly uninformed with respect to issues of assault and forcible rape; and

**Whereas,** The importance of this issue is underlined by United States Department of Justice statistics indicating that approximately 35 of every 1,000 women who attend colleges or universities experience an attempted or completed rape during each school year; and

**Whereas,** With proper education on the matter, there is compelling evidence that we can be successful in reducing incidents of this alarming and psychologically damaging crime; and

**Whereas,** The Board of Trustees and Chancellor of the South Orange County Community College District strongly support the efforts of the Peace Over Violence movement to educate the community about the significant impact of rape and sexual assault in Southern California; now, therefore

**BE IT RESOLVED,** That the Board of Trustees of the South Orange County Community College District does hereby designate April 24, 2019 as “Denim Day” during the month of April, which is also signified as Sexual Assault Awareness Month.

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T.J. Prendergast III, President

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Timothy Jemal, Vice President

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James R. Wright, Clerk

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Barbara J. Jay, Member

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David B. Lang, Member

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Marcia Milchiker, Member

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Terri Whitt, Member

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Evelyn Hoang, Student Member

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Kathleen F. Burke, Chancellor





# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

April 22, 2019

## Earth Day

*Whereas*, plastic waste can be found everywhere, land or sea, even in the most remote places on the planet, affecting both humans and animals; and

*Whereas*, humankind is currently facing tremendous global challenges, among them the need to manage an increased amount of waste to which plastics will contribute roughly 12,000 million metric tons by 2050 and approximately only ten percent of plastic waste is recycled; and

*Whereas*, all people of this Earth, from all walks of life, have a right to a healthy environment and plastic pollution has been associated with several health issues affecting the general population and children, the youth, and the most vulnerable are disproportionately affected by plastic pollution; and

*Whereas*, it is more important than ever to cooperate to find solutions for the plastic waste that is concentrating in several enormous patches in the ocean and that threatens the human food chain; and

*Whereas*, it is essential to involve the community in the design and implementation of solutions for pressing environmental issues such as plastic pollution; and

*Whereas*, ending plastic pollution is crucial to the survival of this planet and its inhabitants; and

*Whereas*, Earth Day is an annual reminder of the constant need for environmental activism, stewardship commitments, and sustainability efforts; now, therefore

**BE IT RESOLVED** that the South Orange County Community College District Board of Trustees recognize April 22, 2019 as EARTH DAY throughout the South Orange County Community College District and encourages all students, faculty and staff to use EARTH DAY to celebrate the Earth and promote the wellbeing of the inhabitants of our district and the protection of the environment.

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T.J. Prendergast III, President

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Timothy Jemal, Vice President

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James R. Wright, Clerk

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Barbara J. Jay, Member

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David B. Lang, Member

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Marcia Milchiker, Member

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Terri Whitt, Member

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Evelyn Hoang, Student Member

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Kathleen F. Burke, Chancellor



**TO:** Board of Trustees

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

**RE:** Irvine Valley College: Curriculum Revisions for the 2019-2020 Academic Year

**ACTION:** Approval

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**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.

**STATUS**

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 PROGRAMS  
ACADEMIC YEAR 2019-2020**

**Current  
~~Immersive Design- 2D Animation~~ Certificate of Proficiency**

This certificate is intended to produce relevant hires for the immersive design industries prevalent in Irvine. Immersive Design – 2D Animation narrows focus to digital hand drawn 2D movement, layout and interface design prepared in an industry standard software, as well as story, character, and the 12 Principles of Animation as it relates to manipulating 2D motion assets. Students graduate with a demo reel of 2D motion studies, layout and interface design prepared for immersive media, and a 2D drawing portfolio that demonstrates visual storytelling and communication skills. Students will graduate with a group project wherein ‘Agile’ production skills are practiced and mastered in a team production environment driven by self-defined goals, production documentation, and final project deadlines. Occupations in Immersive Design are highly competitive and require dedication to mastering professional skills beyond mere classroom immersion. Students are encouraged to create assignments outside of class, pursue advanced material online, continue with foundation drawing courses, and participate in team projects on a continual basis in order to obtain a competitive edge. Requires a grade average of C and successful participation in the Capstone Project Course.

| Course ID               | Title                               | Units |
|-------------------------|-------------------------------------|-------|
| <i>Required courses</i> |                                     |       |
| IMA 96                  | 2D Animation Principles             | 3     |
| IMA 20                  | Writing and Storyboarding for Games | 3     |
| IMA 79                  | Character Design and Layout         | 3     |
| ART 85                  | Life Drawing I                      | 3     |
| IMA 193                 | Portfolio Development- 2D Motion    | 2.5   |
| <hr/>                   |                                     |       |
| Total                   |                                     | 14.5  |

**Revised  
Animation- 2D Certificate of Proficiency**

This certificate is intended to produce relevant hires for the immersive design industries prevalent in Irvine. Immersive Design – 2D Animation narrows focus to digital hand drawn 2D movement, layout and interface design prepared in an industry standard software, as well as story, character, and the 12 Principles of Animation as it relates to manipulating 2D motion assets. Students graduate with a demo reel of 2D motion studies, layout and interface design prepared for immersive media, and a 2D drawing portfolio that demonstrates visual storytelling and communication skills. Students will graduate with a group project wherein ‘Agile’ production skills are practiced and mastered in a team production environment driven by self-defined goals, production documentation, and final project deadlines. Occupations in Immersive Design are highly competitive and require dedication to mastering professional skills beyond mere classroom immersion. Students are encouraged to create assignments outside of class, pursue advanced material online, continue with foundation drawing courses, and participate in team projects on a continual basis in order to obtain a competitive edge. Requires a grade average of C and successful participation in the Capstone Project Course.

| Course ID               | Title                               | Units |
|-------------------------|-------------------------------------|-------|
| <i>Required courses</i> |                                     |       |
| IMA 96                  | 2D Animation Principles             | 3     |
| IMA 20                  | Writing and Storyboarding for Games | 3     |
| IMA 79                  | Character Design and Layout         | 3     |
| ART 85                  | Life Drawing I                      | 3     |
| IMA 193                 | Portfolio Development- 2D Motion    | 2.5   |
| <hr/>                   |                                     |       |
| Total                   |                                     | 14.5  |

**IRVINE VALLEY COLLEGE  
NEW, REVISED AND DELETED PROGRAMS  
ACADEMIC YEAR 2019-2020**

**Current  
~~Immersive Design- 3D Animation~~ Certificate of Proficiency**

This certificate is intended to produce relevant hires for the immersive design industries prevalent in Irvine. Immersive Design – 3D Motion requires focus on imagined, captured, and emphasized movement prepared in an industry standard software, as well as story, character, and the 12 Principles of Animation as it relates to manipulating captured motion. Students graduate with a demo reel of imagined, captured, and emphasized 3D motion prepared for immersive media that demonstrates a proficiency of manipulating motion data, as well as basic model rigging, and a 2D drawing portfolio that demonstrates visual communication skills. Students will graduate with a group project wherein 'Agile' production skills are practiced and mastered in a team production environment driven by self-defined goals, production documentation, and final project deadlines. There are no prerequisite or enrollment limitations. Occupations in Immersive Design are highly competitive and require dedication to mastering professional skills beyond mere classroom immersion. Students are encouraged to create assignments outside of class, pursue advanced material online, and participate in team projects on a continual basis in order to obtain a competitive edge. Requires a grade average of C and successful participation in the Capstone Project Course.

| Course ID               | Title                                | Units           |
|-------------------------|--------------------------------------|-----------------|
| <i>Required courses</i> |                                      |                 |
| IMA 20                  | Writing and Storyboarding for Games  | 3               |
| IMA 30                  | 3D Animation                         | 3               |
| <del>IMA 88</del>       | <del>3D Character Animation II</del> | <del>3</del>    |
| IMA 89                  | Rigging for 3D Animation             | 3               |
| IMA 79                  | Character Design and Layout          | 3               |
| IMA 192                 | Portfolio Development- 3D Animation  | 2.5             |
| <hr/> Total             |                                      | <del>17.5</del> |

**Revised  
Animation- 3D Certificate of Proficiency**

This certificate is intended to produce relevant hires for the immersive design industries prevalent in Irvine. Immersive Design – 3D Motion requires focus on imagined, captured, and emphasized movement prepared in an industry standard software, as well as story, character, and the 12 Principles of Animation as it relates to manipulating captured motion. Students graduate with a demo reel of imagined, captured, and emphasized 3D motion prepared for immersive media that demonstrates a proficiency of manipulating motion data, as well as basic model rigging, and a 2D drawing portfolio that demonstrates visual communication skills. Students will graduate with a group project wherein 'Agile' production skills are practiced and mastered in a team production environment driven by self-defined goals, production documentation, and final project deadlines. There are no prerequisite or enrollment limitations. Occupations in Immersive Design are highly competitive and require dedication to mastering professional skills beyond mere classroom immersion. Students are encouraged to create assignments outside of class, pursue advanced material online, and participate in team projects on a continual basis in order to obtain a competitive edge. Requires a grade average of C and successful participation in the Capstone Project Course.

| Course ID               | Title                               | Units       |
|-------------------------|-------------------------------------|-------------|
| <i>Required courses</i> |                                     |             |
| IMA 20                  | Writing and Storyboarding for Games | 3           |
| IMA 30                  | 3D Animation                        | 3           |
| IMA 89                  | Rigging for 3D Animation            | 3           |
| IMA 79                  | Character Design and Layout         | 3           |
| IMA 192                 | Portfolio Development- 3D Animation | 2.5         |
| <hr/> Total             |                                     | <b>14.5</b> |

**IRVINE VALLEY COLLEGE  
NEW, REVISED AND DELETED PROGRAMS  
ACADEMIC YEAR 2019-2020**

**Current****Civil Computer-Aided Design Certificate of Proficiency**

Computer aided design (CAD) is not only a broad based discipline, but a rapidly growing segment of the technical job market. Students who wish to transfer to a university engineering program or build a career in computer modeling, should seek enrollment in one or more CAD courses. The civil computer aided design certificate of proficiency is designed to give students a basic understanding of the terminology, methods, and analytical techniques which are required to accurately model the terrain, civil structures, and site plans used in land development. Working professionals or students who have previous CAD experience may choose to enroll in industry specific advanced courses or complete a certificate of proficiency, to better meet their short and long term needs. By completing any one of the available certificates, students ensure a high level of competency within the technology while developing a strong foundation for their professional advancement.

| <i>Course ID</i>    | <i>Title</i>                                   | <i>Units</i> |
|---------------------|--|--------------|
| ENGR 21             | Introduction to Engineering and Technology     | 1            |
| ENGR 23             | Engineering Graphics and Descriptive Geometry  | 3            |
| <del>ENGR 125</del> | <del>3D Civil Computer-Aided Design</del>      | <del>3</del> |
| <del>GEOG 1</del>   | <del>Physical Geography</del>                  | <del>3</del> |
| <del>GEOG 1L</del>  | <del>Physical Geography Laboratory</del>       | <del>1</del> |
| GEOG 12             | Introduction to Geographic Information Systems | 2            |
| <del>MATH 124</del> | <del>Trigonometry</del>                        | <del>3</del> |
| <hr/>               |  |              |
| Total               |  | 16           |

**Revised****Civil Computer-Aided Design Certificate of Proficiency**

Civil computer aided design (CAD) is a rapidly growing segment of the technical job market. This certificate of proficiency is designed specifically to meet the needs of students wishing to transfer to a university civil or environmental engineering program or build a career in the lucrative civil computer-aided drafting field. The civil computer aided design certificate of proficiency is designed to give students a basic understanding of the terminology, methods, and analytical techniques which are required to accurately analyze survey data, model topography in 3D, edit and design civil structures, and draft architectural site plans. By completing this certificate of proficiency, students will be able to better meet both short and long term employment needs in several fields related to land development. The revised courses on the civil CAD certificate are highly articulated to UC, CSU, and CalPoly university courses and they are all structured to build a high degree of competency in this lucrative field.

| <i>Course ID</i> | <i>Title</i>                                   | <i>Units</i> |
|------------------|--|--------------|
| <b>DR 203</b>    | <b>Introduction to Architectural Drafting</b>  | <b>3</b>     |
| ENGR 21          | Introduction to Engineering and Technology     | 1            |
| ENGR 23          | Engineering Graphics and Descriptive Geometry  | 3            |
| <b>ENGR 25</b>   | <b>3D Civil Computer-Aided Design</b>          | <b>3</b>     |
| GEOG 12          | Introduction to Geographic Information Systems | 2            |
| <hr/>            |  |              |
| Total            |  | 12           |

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

Current  
Kinesiology Associate in Arts for Transfer

The kinesiology, health and athletics program at Irvine Valley College is designed to acquaint students with the concepts of the science of kinesiology, health education, and lifelong fitness and health. Students may choose to study in both a lecture and activities-based environment and will be introduced to topics related to such as the physiology and anatomy of the body, exercise and fitness, nutrition, injury prevention, and health enhancement. The program serves all students, regardless of age, fitness level, or previous experience. Kinesiology classes are offered in the concepts and application of anatomy, physiology, kinesiology, cardiovascular fitness, individual, paired and team sports, intramurals, intercollegiate athletics, physical training and dance. The school also provides special services courses for physically challenged individuals seeking corrective and rehabilitative exercise. All activity classes are designed not only to provide for physiological development but also to educate students about the principles involved in that process and to introduce them to the related topics of nutrition, injury prevention, and health enhancement.

Program Student Learning Outcomes

Upon completion of the Kinesiology AA-T, students will be able to:

- Demonstrate a beginning level of knowledge and skill in at least one sport or physical activity.
- Explain and apply basic physiological principles of human movement in exercise and sports settings.
- Demonstrate an understanding of the structure and function of the body in human performance.
- Recognize the principles of physical fitness development and maintenance as well as the body's responses to physical activity.

| Course ID | Title | Units |
|-----------|-------|-------|
|-----------|-------|-------|

Complete the following courses:

|                     |  |              |
|---------------------|--|--------------|
| <del>KNES 102</del> | <del>Introduction to Physical Education, Fitness and Sport</del> | <del>3</del> |
|---------------------|--|--------------|

|        |                  |   |
|--------|------------------|---|
| BIO 11 | Human Anatomy    | 4 |
| BIO 12 | Human Physiology | 4 |

Complete a maximum of 3 units from the following courses with at least one course taken from three different areas.

Dance

|                     |                                  |              |
|---------------------|----------------------------------|--------------|
| <del>DNCE 1</del>   | <del>Introduction to Dance</del> | <del>2</del> |
| <del>DNCE 6</del>   | <del>Ballet I</del>              | <del>2</del> |
| <del>DNCE 6A</del>  | <del>Ballet IA</del>             | <del>1</del> |
| <del>DNCE 6B</del>  | <del>Ballet IB</del>             | <del>1</del> |
| <del>DNCE 7</del>   | <del>Ballet II</del>             | <del>2</del> |
| <del>DNCE 7A</del>  | <del>Ballet IIA</del>            | <del>1</del> |
| <del>DNCE 7B</del>  | <del>Ballet IIB</del>            | <del>1</del> |
| <del>DNCE 12</del>  | <del>Modern Dance I</del>        | <del>2</del> |
| <del>DNCE 12A</del> | <del>Modern Dance IA</del>       | <del>1</del> |
| <del>DNCE 12B</del> | <del>Modern Dance IB</del>       | <del>1</del> |
| <del>DNCE 13</del>  | <del>Modern Dance II</del>       | <del>2</del> |
| <del>DNCE 13A</del> | <del>Modern Dance IIA</del>      | <del>1</del> |
| <del>DNCE 13B</del> | <del>Modern Dance IIB</del>      | <del>1</del> |
| <del>DNCE 17</del>  | <del>Jazz Dance I Overview</del> | <del>2</del> |
| <del>DNCE 17A</del> | <del>Jazz Dance IA</del>         | <del>1</del> |
| <del>DNCE 17B</del> | <del>Jazz Dance IB</del>         | <del>1</del> |
| <del>DNCE 18</del>  | <del>Jazz Dance II</del>         | <del>2</del> |
| <del>DNCE 18A</del> | <del>Jazz Dance IIA</del>        | <del>1</del> |

|                     |   |              |
|---------------------|---|--------------|
| <del>DNCE 22</del>  | <del>Tap Dance I</del>  | <del>1</del> |
| <del>DNCE 23</del>  | <del>Tap Dance II</del>   | <del>1</del> |
| <del>DNCE 27</del>  | <del>Hip Hop/Commercial Dance</del>                               | <del>1</del> |
| <del>DNCE 30</del>  | <del>African Dance I</del>  | <del>1</del> |
| <del>DNCE 33</del>  | <del>Middle Eastern Dance I</del>                                 | <del>1</del> |
| <del>DNCE 34</del>  | <del>Middle Eastern Dance II</del>                                | <del>1</del> |
| DNCE 36             | Ballroom Styles of the 19th and 20th Century                      | 1            |
| DNCE 46             | Introduction to Yoga  | 2            |
| DNCE 47             | Hatha Yoga  | 2            |
| <del>DNCE 50</del>  | <del>Conditioning: Stretch/Strengthen, Align and Correct</del>    | <del>2</del> |
| <del>DNCE 50A</del> | <del>Conditioning: Stretch/Strengthen, Align and Correct I</del>  | <del>1</del> |
| <del>DNCE 50B</del> | <del>Conditioning: Stretch/Strengthen, Align and Correct II</del> | <del>1</del> |
| DNCE 51             | Pilates   | 2            |
| DNCE 51A            | Pilates A   | 1            |
| DNCE 51B            | Pilates B   | 1            |

Fitness:

|                    |   |                |
|--------------------|---|----------------|
| KNES 3A            | Life Fitness Center I                   | 1              |
| KNES 3B            | Life Fitness Center II                  | 1.5            |
| KNES 3C            | Life Fitness Center III                 | 2              |
| KNES 4             | Weight Training I                       | 1              |
| <del>KNES 4A</del> | <del>Weight Training I</del>            | <del>0.5</del> |
| <del>KNES 4B</del> | <del>Weight Training II</del>           | <del>0.5</del> |
| KNES 5             | Weight Training II                      | 1              |
| <del>KNES 5A</del> | <del>Advanced Strength Training I</del> | <del>0.5</del> |
| <del>KNES 5B</del> | <del>Advanced Strength Training I</del> | <del>0.5</del> |

Individual Sports:

|                     |   |                |
|---------------------|---|----------------|
| <del>IA 6</del>     | <del>Intercollegiate Men's Golf</del>     | <del>2</del>   |
| <del>IA 7</del>     | <del>Intercollegiate Women's Golf</del>   | <del>2</del>   |
| <del>IA 9</del>     | <del>Intercollegiate Men's Tennis</del>   | <del>2</del>   |
| <del>IA 13</del>    | <del>Intercollegiate Women's Tennis</del> | <del>2</del>   |
| KNES 11             | Badminton: Beginning to Intermediate I    | 1              |
| <del>KNES 11A</del> | <del>Badminton: Beginning</del>           | <del>0.5</del> |
| <del>KNES 11B</del> | <del>Badminton: Intermediate I</del>      | <del>0.5</del> |
| KNES 12             | Badminton: Intermediate II to Advanced    | 1              |
| <del>KNES 12A</del> | <del>Badminton: Intermediate II</del>     | <del>0.5</del> |
| <del>KNES 12B</del> | <del>Badminton: Advanced</del>            | <del>0.5</del> |
| KNES 20             | Beginning Golf                            | 0.5-1          |
| KNES 22             | Intermediate Golf                         | 0.5-1          |
| KNES 23             | Advanced Golf                             | 1              |
| KNES 25             | Tennis: Beginning to Intermediate I       | 1              |
| <del>KNES 25A</del> | <del>Tennis: Beginning</del>              | <del>0.5</del> |
| <del>KNES 25B</del> | <del>Tennis: Intermediate I</del>         | <del>0.5</del> |
| KNES 26             | Tennis: Intermediate II to Advanced       | 1              |
| <del>KNES 26A</del> | <del>Tennis: Intermediate II</del>        | <del>0.5</del> |
| <del>KNES 26B</del> | <del>Tennis: Advanced</del>               | <del>0.5</del> |

Team Sports

|                  |   |              |
|------------------|---|--------------|
| <del>IA 2</del>  | <del>Intercollegiate Men's Basketball</del>   | <del>2</del> |
| <del>IA 3</del>  | <del>Intercollegiate Men's Baseball</del>     | <del>2</del> |
| <del>IA 10</del> | <del>Intercollegiate Women's Volleyball</del> | <del>2</del> |

**IRVINE VALLEY COLLEGE  
NEW, REVISED AND DELETED PROGRAMS  
ACADEMIC YEAR 2019-2020**

|                  |   |                 |
|------------------|---|-----------------|
| <del>IA 12</del> | <del>Intercollegiate Women's Basketball</del> | <del>2</del>    |
| <del>IA 15</del> | <del>Intercollegiate Men's Soccer</del>       | <del>2</del>    |
| <del>IA 18</del> | <del>Intercollegiate Women's Soccer</del>     | <del>2</del>    |
| <del>IA 19</del> | <del>Intercollegiate Men's Volleyball</del>   | <del>4.25</del> |
| KNES 71          | Advanced Basketball                           | 0.5-1           |
| KNES 73          | Advanced Soccer                               | 1               |
| KNES 76          | Volleyball I                                  | 0.5-1           |
| KNES 77          | Volleyball II                                 | 0.5-1           |
| KNES 78          | Volleyball III                                | 0.5             |
| KNES 79          | Advanced Baseball                             | 0.5             |

Complete 6-10 units from the following courses:

|         |   |   |
|---------|---|---|
| ECON 10 | Statistics for Business and Economics                         | 3 |
| OR      |   |   |
| PSYC 10 | Statistical Methods in the Behavioral Sciences                | 3 |
| OR      |   |   |
| MATH 10 | Introduction to Statistics                                    | 3 |
| BIO 1   | The Life Sciences   | 3 |
| AND     |   |   |
| BIO 1L  | The Life Sciences Laboratory                                  | 1 |
| CHEM 1A | General Chemistry I   | 5 |
| OR      |   |   |
| CHEM 4  | Introduction to General & Organic Chemistry &<br>Biochemistry | 5 |
| PHYS 2A | Introduction to Physics                                       | 4 |
| OR      |   |   |
| PHYS 4A | General Physics   | 4 |
| HLTH 2  | First Aid: Responding to Emergencies                          | 3 |

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|       |       |
|-------|-------|
| Total | 20-24 |
|-------|-------|

**IRVINE VALLEY COLLEGE**  
**NEW, REVISED AND DELETED PROGRAMS**  
**ACADEMIC YEAR 2019-2020**

**Revised**  
**Kinesiology Associate in Arts for Transfer**

The kinesiology, health and athletics program at Irvine Valley College is designed to acquaint students with the concepts of the science of Kinesiology, health education, and lifelong fitness and health. Students may choose to study in both a lecture and activities-based environment and will be introduced to topics related to such as the physiology and anatomy of the body, exercise and fitness, nutrition, injury prevention, and health enhancement. The program serves all students, regardless of age, fitness level, or previous experience. Kinesiology classes are offered in the concepts and application of anatomy, physiology, kinesiology, cardiovascular fitness, individual, paired and team sports, intramurals, intercollegiate athletics, physical training and dance. The school also provides special services courses for physically challenged individuals seeking corrective and rehabilitative exercise. All activity classes are designed not only to provide for physiological development but also to educate students about the principles involved in that process and to introduce them to the related topics of nutrition, injury prevention, and health enhancement.

**Program Student Learning Outcomes**

Upon completion of the Kinesiology AA-T students will be able to:

- Demonstrate a beginning level of knowledge and skill in at least one sport or physical activity.
- Explain and apply basic physiological principles of human movement in exercise and sports settings.
- Demonstrate an understanding of the structure and function of the body in human performance.
- Recognize the principles of physical fitness development and maintenance as well as the body's responses to physical activity.

|                |  |              |
|----------------|--|--------------|
| <b>DNCE 88</b> | <b>Condition and Correct: Mind-Body Techniques</b> | <b>3</b>     |
| KNES 3A        | Life Fitness Center I                              | 1            |
| KNES 3B        | Life Fitness Center II                             | 1.5          |
| KNES 3C        | Life Fitness Center III                            | 2            |
| KNES 4         | Weight Training I                                  | 0.5-1        |
| KNES 5         | Weight Training II                                 | 0.5-1        |
| <b>KNES 6</b>  | <b>Weight Training III</b>                         | <b>0.5-1</b> |
| <b>KNES 7</b>  | <b>Weight Training IV</b>                          | <b>0.5-1</b> |

**Individual Sports**

|                |                      |              |
|----------------|----------------------|--------------|
| KNES 11        | Badminton I          | 0.5-1        |
| KNES 12        | Badminton II         | 0.5-1        |
| <b>KNES 13</b> | <b>Badminton III</b> | <b>0.5-1</b> |
| KNES 20        | Beginning Golf       | 0.5-1        |
| KNES 22        | Intermediate Golf    | 0.5-1        |
| KNES 23        | Advanced Golf        | 1            |
| KNES 25        | Tennis I             | 0.5-1        |
| KNES 26        | Tennis II            | 0.5-1        |
| <b>KNES 27</b> | <b>Tennis III</b>    | <b>0.5-1</b> |
| <b>KNES 28</b> | <b>Tennis IV</b>     | <b>0.5-1</b> |

**Team Sports**

|                |                       |              |
|----------------|-----------------------|--------------|
| <b>KNES 61</b> | <b>Basketball I</b>   | <b>0.5-1</b> |
| <b>KNES 62</b> | <b>Basketball II</b>  | <b>0.5-1</b> |
| <b>KNES 63</b> | <b>Basketball III</b> | <b>0.5-1</b> |
| KNES 71        | Soccer I              | 1            |
| <b>KNES 72</b> | <b>Soccer II</b>      | <b>1</b>     |
| KNES 73        | Soccer III            | 1            |
| <b>KNES 74</b> | <b>Soccer IV</b>      | <b>0.5-1</b> |
| KNES 76        | Volleyball I          | 0.5-1        |
| KNES 77        | Volleyball II         | 0.5-1        |
| KNES 78        | Volleyball III        | 0.5-1        |
| KNES 79        | Volleyball IV         | 0.5-1        |
| <b>KNES 81</b> | <b>Baseball I</b>     | <b>0.5-1</b> |
| <b>KNES 82</b> | <b>Baseball II</b>    | <b>0.5-1</b> |

**List A: Select two (6 units)**

|           |   |   |
|-----------|---|---|
| ECON 10   | Statistics for Business and Economics                 | 3 |
| <b>OR</b> |   |   |
| ECON 10H  | Statistics for Business and Economics Honors          | 3 |
| <b>OR</b> |   |   |
| MGT 10H   | Statistics for Business and Economics Honors          | 3 |
| <b>OR</b> |   |   |
| MGT 10    | Statistics for Business and Economics                 | 3 |
| <b>OR</b> |   |   |
| PSYC 10   | Statistical Methods in the Behavioral Sciences        | 3 |
| <b>OR</b> |   |   |
| PSYC 10H  | Statistical Methods in the Behavioral Sciences Honors | 3 |
| <b>OR</b> |   |   |
| MATH 10   | Introduction to Statistics                            | 3 |
| BIO 1     | The Life Sciences                                     | 3 |
| <b>OR</b> |   |   |
| BIO 1H    | The Life Sciences Honors                              | 3 |

| <i>Course ID</i>              | <i>Title</i>                       | <i>Units</i> |
|-------------------------------|------------------------------------|--------------|
| <b>Required Core Courses:</b> |                                    |              |
| <b>KNES 99</b>                | <b>Introduction to Kinesiology</b> | <b>3</b>     |
| BIO 11                        | Human Anatomy                      | 4            |
| BIO 12                        | Human Physiology                   | 4            |

**Movement-Based Courses (3 unit minimum)**

**Select one course maximum from any three of the following areas:**

**Dance**

|                |  |          |
|----------------|--|----------|
| DNCE 36        | Ballroom Styles of the 19th and 20th Century | 1        |
| <b>DNCE 37</b> | <b>Intermediate Ballroom</b>                 | <b>1</b> |
| <b>DNCE 38</b> | <b>Ballroom: Latin Dances</b>                | <b>1</b> |
| <b>DNCE 39</b> | <b>Ballroom: American Smooth</b>             | <b>1</b> |

**Fitness**

|                |   |          |
|----------------|---|----------|
| <b>DNCE 45</b> | <b>Yoga and Stress Management</b>                         | <b>2</b> |
| DNCE 46        | Introduction to Yoga                                      | 2        |
| DNCE 47        | Hatha Yoga  | 2        |
| <b>DNCE 48</b> | <b>Yoga: Contemporary and Traditional Eastern Forms</b>   | <b>2</b> |
| DNCE 51        | Pilates   | 2        |
| DNCE 51A       | Pilates A   | 1        |
| DNCE 51B       | Pilates B   | 1        |
| <b>DNCE 52</b> | <b>Pilates- Mat</b>                                       | <b>2</b> |
| <b>DNCE 53</b> | <b>Pilates Reformer</b>                                   | <b>2</b> |
| <b>DNCE 54</b> | <b>Pilates: Designed For You</b>                          | <b>2</b> |
| <b>DNCE 86</b> | <b>Condition and Correct: Body Alignment</b>              | <b>3</b> |
| <b>DNCE 87</b> | <b>Condition and Correct: Analysis and Body Therapies</b> | <b>3</b> |



**IRVINE VALLEY COLLEGE**  
**NEW, REVISED AND DELETED PROGRAMS**  
**ACADEMIC YEAR 2019-2020**

|         |   |   |
|---------|---|---|
| AND     |   |   |
| BIO 1L  | The Life Sciences Laboratory                                  | 1 |
| CHEM 1A | General Chemistry I   | 5 |
| OR      |   |   |
| CHEM 4  | Introduction to General & Organic Chemistry &<br>Biochemistry | 5 |
| PHYS 2A | Introduction to Physics                                       | 4 |
| OR      |   |   |
| PHYS 4A | General Physics   | 4 |
| HLTH 2  | First Aid: Responding to Emergencies                          | 3 |

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|       |  |       |
|-------|--|-------|
| Total |  | 20-24 |
|-------|--|-------|

**IRVINE VALLEY COLLEGE  
NEW, REVISED AND DELETED PROGRAMS  
ACADEMIC YEAR 2019-2020**

**Current****Local Area Networks: Cisco Certificate of Achievement**

The Cisco CCNA (Cisco Certified Network Associate) is one of the most demanded certifications in networking. Cisco has designed a four-course program which leads to this certification. Students may cover the entire track at IVC over four semesters; or they may take the college's accelerated program, completing two semesters' worth of material in one semester, in order to acquire the CCNA in one academic year. The program is designed to meet the needs of students who want 1) to obtain entry-level employment, 2) to advance in their current positions, or 3) to change careers. This program enables students to demonstrate specialization in areas such as computer technical support and networking. After completing the program, the actual CCNA Certification Exam is given by a third party. Potential careers include entry-level positions in such capacities as computer network analysts, computer network administrators, or computer network technicians.

**Program Student Learning Outcomes**

Upon successful completion of the Local Area Networks: Cisco COA, students should be able to:

- List and define the procedural process in each component of the TCP/IP hybrid five layer and the Open Systems Interconnect (OSI) seven layer models.
- Formulate and employ network block addressing, port forwarding and filtering in TCP/IP.
- Create and manage user accounts in a multitude of network operating systems.
- Setup and manage proper rights and security to objects in the network operating system.
- Setup and manage shared objects and other resources in a LAN environment.
- Construct the proper media for computer connectivity within a network environment.
- Manage network activity and utilization and make appropriate recommendations.
- Demonstrate the capability of installing hardware components and appropriate drivers into a personal computer.
- Propose and apply techniques in providing a secure operating system on the desktop.
- Design and construct wired/wireless solutions for SOHO environments.

| Course ID                             | Title  | Units        |
|---------------------------------------|--|--------------|
| <i>Complete the following courses</i> |  |              |
| <del>CIM 106</del>                    | <del>A+ Hardware Concepts</del>                          | <del>3</del> |
| <del>CIM 108</del>                    | <del>A+ Operating Systems Preparation</del>              | <del>3</del> |
| CIM 160                               | Computer Network Fundamentals (Network+)                 | 3            |
| CIM 161                               | Systems and Network Administration (Linux+)              | 3            |
| <del>CIM 263.1</del>                  | <del>CCNA: Internetworking Technologies I</del>          | <del>3</del> |
| <del>CIM 263.2</del>                  | <del>CCNA: Internetworking Technologies II</del>         | <del>3</del> |
| <del>CIM 263.3</del>                  | <del>CCNA: Internetworking Technologies III</del>        | <del>3</del> |
| <del>CIM 264.4</del>                  | <del>CCNA: Internetworking Technologies IV</del>         | <del>3</del> |
| <i>Recommended Electives</i>          |  |              |
| CIM 170                               | Introduction to Information Systems Security (Security+) | 3            |
| CIM 172                               | Digital Forensics Fundamentals                           | 3            |
| <b>Total</b>                          |  | <b>24</b>    |

**Revised****Local Area Networks: Cisco Certificate of Achievement**

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- Setup and manage proper rights and security to objects in the network operating system.
- Setup and manage shared objects and other resources in a LAN environment.
- Construct the proper media for computer connectivity within a network environment.
- Manage network activity and utilization and make appropriate recommendations.
- Demonstrate the capability of installing hardware components and appropriate drivers into a personal computer.
- Propose and apply techniques in providing a secure operating system on the desktop.
- Design and construct wired/wireless solutions for SOHO environments.

| Course ID                             | Title  | Units     |
|---------------------------------------|--|-----------|
| <i>Complete the following courses</i> |  |           |
| <b>CIM 110</b>                        | <b>Information and Communication Technology Essentials</b> | <b>4</b>  |
| CIM 160                               | Computer Network Fundamentals (Network+)                   | 3         |
| CIM 161                               | Systems and Network Administration (Linux+)                | 3         |
| <b>CIM 181</b>                        | <b>CCNA 1 - Introduction to Networks</b>                   | <b>3</b>  |
| <b>CIM 182</b>                        | <b>CCNA 2 - Routing and Switching Essentials</b>           | <b>3</b>  |
| <b>CIM 283</b>                        | <b>CCNA 3 - Scaling Networks</b>                           | <b>3</b>  |
| <b>CIM 284</b>                        | <b>CCNA 4 - Connecting Networks</b>                        | <b>3</b>  |
| <i>Recommended Electives</i>          |  |           |
| CIM 170                               | Introduction to Information Systems Security (Security+)   | 3         |
| CIM 172                               | Digital Forensics Fundamentals                             | 3         |
| <b>Total</b>                          |  | <b>22</b> |

**IRVINE VALLEY COLLEGE  
NEW, REVISED AND DELETED PROGRAMS  
ACADEMIC YEAR 2019-2020**

**Current  
Mechanical Computer-Aided Design Certificate of Proficiency**

Computer aided design (CAD) is not only a broad based discipline, but a rapidly growing segment of the technical job market. Students who wish to transfer to a university engineering program or build a career in computer modeling, should seek enrollment in one or more CAD courses. The mechanical computer aided design certificate of proficiency is designed to give students a basic understanding of the terminology, methods, and analytical techniques which are used in the design and manufacture of mechanical parts and assemblies. Working professionals or students who have previous CAD experience may choose to enroll in industry specific advanced courses or complete a certificate of proficiency, to better meet their short and long term needs. By completing any one of the available certificates, students ensure a high level of competency within the technology while developing a strong foundation for their professional advancement.

| <i>Course ID</i>    | <i>Title</i>   | <i>Units</i> |
|---------------------|--|--------------|
| DR 50               | Introduction to Engineering and Technology                 | 3            |
| DR 52               | Engineering Graphics and Descriptive Geometry              | 3            |
| ENGR 21             | Introduction to Engineering and Technology                 | 1            |
| <del>ENGR 54</del>  | <del>Principles of Materials Science and Engineering</del> | <del>3</del> |
| ENGR 83             | Computer-Aided Design Techniques                           | 3            |
| <del>MATH 124</del> | <del>Trigonometry</del>                                    | <del>3</del> |

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Total 16

**Revised  
Mechanical Computer-Aided Design Certificate of Proficiency**

Computer-aided design (CAD) is a fundamental design and manufacturing tool which can be found throughout the technical job market. Students wishing to transfer to a university engineering program or build a career in computer modeling, gain valuable real world experience in Irvine Valley College CAD courses. The mechanical computer aided design certificate of proficiency is designed to give students a basic understanding of the terminology, methods, and analytical techniques which are used in the design and manufacture of mechanical parts and assemblies. By offering field specific introductory and intermediate level CAD classes, the Mechanical CAD Certificate of Proficiency provides working professionals and students with an opportunity to gain profitable skills with multiple software platforms in a relatively short amount of time. By completing any one of the available certificates, students ensure a high level of competency within the technology while developing a strong foundation for their professional advancement.

| <i>Course ID</i> | <i>Title</i>                                  | <i>Units</i> |
|------------------|---|--------------|
| DR 50            | Introduction to Engineering and Technology    | 3            |
| DR 52            | Engineering Graphics and Descriptive Geometry | 3            |
| <b>ENGR 7</b>    | <b>Introduction to Architectural Drafting</b> | <b>4</b>     |
| ENGR 21          | Introduction to Engineering and Technology    | 1            |
| ENGR 83          | Computer-Aided Design Techniques              | 3            |

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Total 14

**IRVINE VALLEY COLLEGE  
NEW, REVISED AND DELETED PROGRAMS  
ACADEMIC YEAR 2019-2020**

**New  
Public Health Science Associate in Science for Transfer**

This curriculum is designed to provide an opportunity for the Public Health major to achieve an Associate in Arts in Public Health for Transfer (AS-T in Public Health Science) which completes the first- and second-year requirements for transfer to a four-year public California institution. While at least a baccalaureate degree is recommended preparation for those considering professional careers, completion of this curriculum will demonstrate commitment to the field and provide comprehensive preparation for further academic study through upper-division course work. This curriculum specifically prepares the prospective transfer student for upper-division coursework in Public Health or a similar major at a California State University (CSU) campus. Students should consult a counselor, the Transfer Center and the catalog of the transfer college or university to plan a specific program of study to meet the college or university's requirements. Note: Courses that fulfill major requirements for an Associate Degree for Transfer at Irvine Valley College might not be the same as those required for completing the major at all transfer institutions offering a Baccalaureate Degree. The Student Transfer Achievement Reform Act (Senate Bill 1440, now codified in California Education Code sections 66746-66749) guarantees admission to a California State University (CSU) campus for any community college student who completes an "associate degree for transfer", a newly established variation of the associate degrees traditionally offered at a California community college. The AS-T is intended for students who plan to complete a bachelor's degree in a similar major at a CSU campus. Students completing these degrees (AS-T) are guaranteed admission to the CSU system, but not to a particular campus or major. Students transferring to a CSU campus that does accept the AS-T will be required to complete no more than 60 units after transfer to earn a bachelor's degree (unless the major is designated "high-unit" major). Possible career paths for students in Public Health include careers in a variety of health-related professions with employment opportunities in private, state, federal, corporate, and non-profit sector. The completion of this curriculum will demonstrate commitment to the field and provide comprehensive preparation for upper-division work.

Upon completion of the Public Health AS-T, students will be able to:

- Describe the core functions of public health.
- Identify various career opportunities within the field of public health.
- Apply critical analysis skills to contemporary health issues.
- Assess the fundamental characteristics and organizational structures of the U.S. health system and note significant differences in systems in other countries.
- Discuss the role of community engagement in promoting public health and social justice.
- Describe risk factors and modes of transmission for infectious and chronic diseases and how these diseases affect both personal and public health.
- Appreciate the multiple determinants of health, including sociological, economic, genetic, behavioral, environmental, and other factors that impact human health and health disparities.
- Apply the basic concepts, methods, and tools of public health data collection, use, and analysis and explain why evidence-based approaches are an essential part of public health practice.
- Endorse lifestyle behaviors that promote individual and public health and well-being
- Value multicultural perspectives and sensitivities on health.

|                    |  |   |
|--------------------|--|---|
| MATH 10            | Introduction to Statistics                                 | 3 |
| OR                 |  |   |
| ECON 10            | Statistics for Business and Economics                      | 3 |
| OR                 |  |   |
| ECON 10H           | Statistics for Business and Economics Honors               | 3 |
| OR                 |  |   |
| PSYC 10            | Statistical Methods in the Behavioral Sciences             | 3 |
| OR                 |  |   |
| PSYC 10H           | Statistical Methods in the Behavioral Sciences Honors      | 3 |
| BIO 1              | The Life Sciences  | 3 |
| OR                 |  |   |
| BIO 1H             | The Life Sciences Honors                                   | 3 |
| AND                |  |   |
| BIO 1L             | The Life Sciences Laboratory                               | 1 |
| PSYC 1             | Introduction to Psychology                                 | 3 |
| OR                 |  |   |
| PSYC 1H            | Introduction to Psychology Honors                          | 3 |
| BIO 11             | Human Anatomy  | 4 |
| AND                |  |   |
| BIO 12             | Human Physiology   | 4 |
| <i>Select One:</i> |  |   |
| ECON 2             | Principles of Economics-Macro                              | 3 |
| OR                 |  |   |
| ECON 2H            | Principles of Economics-Macro Honors                       | 3 |
| OR                 |  |   |
| ECON 1             | Principles of Economics-Micro                              | 3 |
| OR                 |  |   |
| ECON 1H            | Principles of Economics-Micro Honors                       | 3 |
| OR                 |  |   |
| HLTH 6             | Health and Social Justice                                  | 3 |
| OR                 |  |   |
| PSYC 5             | Psychological Aspects of Human Sexuality                   | 3 |
| OR                 |  |   |
| PSYC 5H            | Psychological Aspects of Human Sexuality Honors            | 3 |
| OR                 |  |   |
| NUT 1              | Principles of Nutrition                                    | 3 |
| OR                 |  |   |
| SOC 1              | Introduction to Sociology                                  | 3 |
| OR                 |  |   |
| SOC 1H             | Introduction to Sociology Honors                           | 3 |
| OR                 |  |   |
| BIO 15             | General Microbiology                                       | 5 |
| OR                 |  |   |
| CHEM 3             | Fundamental Chemistry                                      | 4 |
| OR                 |  |   |
| CHEM 4             | Introduction to General & Organic Chemistry & Biochemistry | 5 |

| Course ID             | Title                         | Units |
|-----------------------|-------------------------------|-------|
| <i>Required Core:</i> |                               |       |
| HLTH 1                | Health Education              | 3     |
| HLTH 5                | Introduction to Public Health | 3     |

**Total** **26-29**

**IRVINE VALLEY COLLEGE**  
**NEW, REVISED AND DELETED PROGRAMS**  
**ACADEMIC YEAR 2019-2020**

**Current**  
**Web Authoring Certificate of Achievement**

The primary purpose of the web authoring certificate and degree program is to prepare students for employment—and to maintain state-of-the-art skills of workers already employed—in California's rapidly expanding web authoring industry. This comprehensive program offers an integrated approach to meet current and expanding job market demand. Potential career options include Web Designer, Web Master, and Web Developer.

| <i>Course ID</i>  | <i>Title</i>                                      | <i>Units</i> |
|---|---|--------------|
| <i>Complete the following courses</i>                     |   |              |
| CIM 141   | Creating a Web Page Using HTML                    | 3            |
| CIM 143   | Web Development – Dreamweaver                     | 3            |
| CIM 144   | Web Development – WordPress                       | 3            |
| <i>Select three courses from among the following list</i> |   |              |
| <del>CIM 249</del>  | Cascading Style Sheets (CSS) Website              | 3            |
| CIM 45  | Mobile Web Applications Using HTML and JavaScript | 3            |
| CIM 148   | Web Development - Edge Animate                    | 3            |
| CIM 51  | Dynamic Web Database Management                   | 3            |
| <b>Total</b>  |   | <b>18</b>    |

**Revised**  
**Web Authoring Certificate of Achievement**

The primary purpose of the web authoring certificate and degree program is to prepare students for employment—and to maintain state-of-the-art skills of workers already employed—in California's rapidly expanding web authoring industry. This comprehensive program offers an integrated approach to meet current and expanding job market demand. Potential career options include Web Designer, Web Master, and Web Developer.

| <i>Course ID</i>  | <i>Title</i>                                      | <i>Units</i> |
|---|---|--------------|
| <i>Complete the following courses</i>                     |   |              |
| CIM 141   | Creating a Web Page Using HTML                    | 3            |
| CIM 143   | Web Development – Dreamweaver                     | 3            |
| CIM 144   | Web Development – WordPress                       | 3            |
| <i>Select three courses from among the following list</i> |   |              |
| <b>CIM 49</b>   | Cascading Style Sheets (CSS) Website              | 3            |
| CIM 45  | Mobile Web Applications Using HTML and JavaScript | 3            |
| CIM 148   | Web Development - Edge Animate                    | 3            |
| CIM 51  | Dynamic Web Database Management                   | 3            |
| <b>Total</b>  |   | <b>18</b>    |

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

**Exhibit A  
Page 12 of 13**

| 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

Exhibit A  
Page 13 of 13

| School      | Catalog Id | Course Id | Abbreviated Course Title                             | Action Taken  |
|-------------|------------|-----------|--|---|
| <b>Arts</b> | 9163.10    | ARTH 1    | History of Photography                               | txt   |
|             | 9807.30    | DNCE 36   | Ballroom Dance: Overview of Styles                   | nc  |
|             | 9807.40    | DNCE 37   | Ballroom Dance: Intermediate                         | nc  |
|             | 9807.45    | DNCE 38   | Ballroom Dance: Latin Dances                         | nc  |
|             | 9807.50    | DNCE 39   | Ballroom Dance: American Smooth                      | nc  |
|             | 14824.00   | DNCE 51   | Pilates: Overview                                    | nc  |
|             | 14825.00   | DNCE 52   | Pilates: Mat   | nc  |
|             | 10829.00   | DNCE 97   | GYROKINESIS (R) The Art of Exercising and Beyond     | crs id fr <b>DNCE 253</b> to <b>97</b>                  |
|             | 10829.25   | DNCE 97   | GYROKINESIS (R) The Art of Exercising and Beyond     | crs id fr <b>DNCE 253</b> to <b>97</b>                  |
|             | 10494.05   | MUS 44    | Guitar Ensemble                                      | lim, sch desc, tps, assign, txt                         |
|             | 14296.00   | TA 27     | Intro to Fine Arts and Musical Theater               | ti, cat desc, sch desc, tps, lrng obj, moe, assign, txt |
| <b>BS</b>   | 14566.00   | CIM 40    | Introduction to Systems Analysis and Design          | crs id fr <b>CIM 140</b> to <b>40</b>                   |
| <b>IDEA</b> | 2190.00    | ET 92     | Basic Electric Circuits I                            | cat desc, sch desc, SLOs, assign, val                   |
|             | 2195.00    | ET 107    | Electronic Devices and Circuits II                   | SLOs, tps, moe, assign, txt                             |
|             | 10713.00   | ET 119    | Industrial Automation Using PLCs                     | SLOs, moe, assign, txt                                  |
|             | 2220.00    | ET 120    | Introduction to Microprocessors and Microcontrollers | SLOs, moe, assign, txt, val                             |
| <b>KHA</b>  | 14161.00   | KNES 94   | Exercise Physiology                                  | crs id fr <b>KNES 104</b> to <b>94</b>                  |
| <b>LLR</b>  | 2930.15    | FR 1H     | Beginning French I Honors                            | cat desc, sch desc, tps, lrng obj, moe, assign, txt     |
|             | 14211.00   | LIB 10    | Introduction to Information Literacy and Research    | ti, cat desc, sch desc, tps, lrng obj, moe, assign, txt |
| <b>PST</b>  | 14823.00   | ASTR 20H  | General Astronomy Honors                             | nc  |
|             | 3020.00    | GEOL 3    | Geology of California                                | cat desc, tps, lrng obj, moe, assign, txt               |
|             | 13274.00   | PSYC 20   | The Psychology of Gender                             | tps, SLOs, moe, txt                                     |
| <b>SBS</b>  | 14693.00   | ANTH 1L   | Physical Anthropology Lab                            | SLOs, moe, assign                                       |

**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.

**STATUS**

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges 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**

| <b><i>Presentation Date</i></b>   | <b><i>Faculty Member Course Title/Activity</i></b> | <b><i>Speaker Name</i></b> | <b><i>Topic</i></b>   | <b><i>General Fund Honorarium/Travel</i></b>                       |
|---|--|----------------------------|---|--|
| 4/3/2019<br>12:00pm – 2:30pm<br>BGS 245                                 | Renee Garcia                                       | Paul Parrett               | Ethnomedicine and Global Health   | \$150.00   |
| 4/5/2019<br>9:30am – 11:35am<br>Laguna Woods<br>Village Performing Arts | Dr. Greg Jenks<br>DMLDG Lecture Series             | Rabbi K'vod Wieder         | Do the Religious Agree About God?<br>Four Perspectives on the Existence and Nature of God                                       | \$100.00   |
| 4/24/2019 5:30 pm<br>BGS 144  | Morgan Barrows<br>Environmental Awareness          | Anika Ballent              | Algalita – Nonprofit Marine Research and Education  | \$100.00<br>Earth Week Funds                                       |
| 5/1/2019<br>2:00pm – 3:15pm<br>BGS 356                                  | Amira Wegenek, PSYC 37                             | Katharine Simon            | The Impact of Sleep on Memory   | \$200.00<br>ASG Funds  |
| 5/3/2019<br>9:00am – 1:00pm<br>HS 145                                   | Erica Vogel, ANTH 1 & 2                            | Acacia Audell              | Anthropology Undergraduate Symposium  | \$300<br>ASG Funds   |
| 4/29/2019<br>12:30pm – 2:30pm<br>McKinney Theatre                       | One Book, One College Author Visit                 | Tara Westover              | Site visit from author of <i>Educated: A Memoir</i> , to discuss her book as culminating event of One Book, One College series. | \$18,000<br>(\$15,000 speaking fee + Travel not to exceed \$3,000) |

**IRVINE VALLEY COLLEGE**

| <b><i>Presentation Date</i></b> | <b><i>Faculty Member Course Title/Activity</i></b> | <b><i>Speaker Name</i></b> | <b><i>Topic</i></b> | <b><i>General Fund Honorarium/Travel</i></b> |
|---------------------------------|--|----------------------------|---------------------|--|
| None                            |  |                            |                     |  |

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College Interior LED Lighting and Controls Retrofit Project, Notice of Completion, Clear Blue Energy Corp.

**ACTION:** Approval

---

**BACKGROUND**

On May 21, 2018, the Board of Trustees approved a \$1,373,541 agreement with Clear Blue Energy Corp. for the Saddleback College Interior LED Lighting and Controls Retrofit project.

**STATUS**

Contract work is complete. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the Saddleback College Interior LED Lighting and Controls Retrofit project.

Proposition 39, the California Clean Energy Jobs Act, funds were used for this project.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion for the Saddleback College Interior LED Lighting and Controls Retrofit project to Clear Blue Energy Corp., for a final contract amount of \$1,373,541. It is also recommended that the Board authorize the release of retention 35 days after filing.

Recording Requested  
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 27383

**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: Interior LED Lighting and Controls Retrofit project at SADDLEBACK COLLEGE, the contract for the doing of which was heretofore entered into the 21<sup>st</sup> day of May 2018, which contract was made with Clear Blue Energy Corp., as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 31<sup>st</sup> day of December 2018, 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 DEVELOPERS SURETY AND INDEMNITY 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 \_\_\_\_\_ Dated \_\_\_\_\_  
Ann-Marie Gabel  
Vice Chancellor, Business Services

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 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

by Ann-Marie Gabel  
(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:** Saddleback College: 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 a revised course and Exhibit B includes revised programs. The 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

Exhibit A  
Page 1 of 1

| 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  |
|          |           |            |                     | lrng 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  |
| LAP      | TU 300    | 848050.15  | SUPERVISED TUTORING | hrs fr 0 <del>hrs lec/0 hr lab/12 hr lrng cntr</del> to 0 <u>hrs lec/0 hr lab/3 hr lrng cntr</u>  |

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Current  
Accessory Design  
Occupational Skills Award**

The Accessory Design Occupational Skills Award prepares students with the skills necessary to become a successful designer of shoes, bags, millinery, jewelry, small leather goods, shawls, ties, pocket squares and other accessories. The curriculum **prepares** students with design skills, product development, technical skills, sourcing materials, and manufacturing the final goods. Students will experience designing a line **of accessories and complete an internship/CWE related to the accessory design industry.**

After completion of the skills award, students will be eligible for a position in the following areas: assistant accessory designer, accessory designer, shoe designer, high performance shoe designer, **eye wear designer**, milliner, handbag designer, small leather goods designer, technical designer for accessories, accessory product development, sourcing and manufacturing of accessories.

**Required Courses**

| Course ID                        | Title  | Units        |
|----------------------------------|--|--------------|
| FASH 100                         | Sewing for Fashion Design I                                    | 3            |
| FASH 217                         | Footwear Design and Construction                               | 2            |
| FASH 240                         | Dye Processes on Fabrics                                       | 3            |
| FASH 260* «                      | The Digital Fashion Image                                      | 2            |
| or                               |  |              |
| FASH 204«                        | Understanding Apparel Principles<br>–AIMS Certification        | 1            |
| and                              |  |              |
| FASH 225«                        | Apparel Cart – Fashion Retailing<br>Online With Easy Cart Shop | 1            |
| <del>CWE 180*†</del>             | <del>Co-Op-Ed Fashion</del>                                    | <del>1</del> |
| <del>FASH 254</del>              | <del>Fashion in Southern California</del>                      | <del>1</del> |
| or                               |  |              |
| <del>FASH 207</del>              | <del>Eco-Friendly Fashion Tour</del>                           | <del>1</del> |
| FASH 223                         | Millinery Design   | 3            |
| FASH 224                         | Accessory Design   | 3            |
| <b>Total Units for the Award</b> |  | <b>15–16</b> |

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

†Recommended to be taken in last semester of program.

«Take FASH 260 OR both FASH 204 and FASH 225

**Revised  
Accessory Design  
Occupational Skills Award**

The Accessory Design Occupational Skills Award prepares students with the skills necessary to become a successful designer of shoes, bags, millinery, jewelry, small leather goods, shawls, ties, pocket squares and other accessories. The curriculum **provides** students with **instruction and practice in** design skills, product development, technical skills, sourcing materials, and manufacturing the final goods. Students will experience designing a line **from initial concept to final creation. Students have the option of taking a course to prepare for the Apparel Information Management System (AIMS) exam and will receive certification upon passing of exam.**

After completion of the skills award, students will be eligible for a position in the following areas: assistant accessory designer, accessory designer, shoe designer, high performance shoe designer, milliner, handbag designer, small leather goods designer, technical designer for accessories, accessory product developer, sourcing and manufacturer of accessories.

**Program Student Learning Outcomes**

**Students who complete this program will be able to:**

- **Produce a professional portfolio showcasing accessory design and construction skills.**
- **Develop a line of accessories tracing process from initial product concept to final sample product.**
- **Create a manufacturing plan complete with: sourcing product, product specification sheets, and final cost analysis.**
- **Design and execute footwear or millinery projects developing skills and knowledge of their unique manufacturing process.**
- **Utilize current industry technology available to develop and market product.**

**Required Core**

| Course ID                        | Title  | Units        |
|----------------------------------|--|--------------|
| FASH 100                         | Sewing for Fashion Design I                                    | 3            |
| FASH 217                         | Footwear Design and Construction                               | 2            |
| or                               |  |              |
| FASH 223                         | Millinery Design   | 3            |
| FASH 240                         | Dye Processes on Fabrics                                       | 3            |
| FASH 155* «                      | The Digital Fashion Image                                      | 2            |
| or                               |  |              |
| FASH 204«                        | Understanding Apparel Principles<br>–AIMS Certification        | 1            |
| and                              |  |              |
| FASH 225«                        | Apparel Cart – Fashion Retailing<br>Online With Easy Cart Shop | 1            |
| FASH 224                         | Accessory Design   | 3            |
| <b>Total Units for the Award</b> |  | <b>13–14</b> |

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

«Take FASH 155 OR both FASH 204 and FASH 225

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Current**  
**Basic Costume Construction and Sourcing**  
**Occupational Skills Award**

The Basic Costume Construction and Sourcing Occupational Skills Award prepares ~~the student~~ with the basic skills necessary to ~~source and construct costumes for a costume designer~~ working in the areas of: film, television, dance, theater/~~opera~~, theme parks, special events, cultural/~~ethnic~~ ~~costumes~~, costume shops, e-commerce, uniform/sports, ~~and advertisement/~~ ~~promotion~~. Coursework covers material sourcing, costume, and underpinning construction for ~~different~~ audiences, costume history, textiles and dyeing, draping, pattern making, drafting, ~~and an internship in the field~~.

**Required Courses**

| Course ID | Title  | Units |
|-----------|--|-------|
| CWE 180*† | Co-Op-Ed Fashion   | 1     |
| FASH 31   | Textiles   | 3     |
| FASH 111* | Sewing for Fashion Design II                               | 3     |
| or        |  |       |
| FASH 221  | Contemporary Tailoring                                     | 2     |
| or        |  |       |
| FASH 206* | Designing & Constructing Knitwear,<br>Activewear, Swimwear | 3     |
| FASH 132* | Draping Fashion Designs                                    | 3     |
| FASH 144  | Fashion Trends and Cultural<br>Costumes                    | 3     |
| or        |  |       |
| ETT 42    | Costume Design   | 3     |
| FASH 205* | Corset Construction  | 3     |
| or        |  |       |
| FASH 240  | Dye Processes on Fabrics                                   | 3     |
| or        |  |       |
| FASH 208* | Sewing Vintage Fashions                                    | 3     |
| or        |  |       |
| FASH 223  | Millinery Design   | 3     |
| FASH 145* | Internship   | 1     |
| or        |  |       |
| BUS 145*  | Internship   | 1     |

Total Units for the Award ~~16~~ 17

**Optional Lab/Studio**

|           |                |   |
|-----------|----------------|---|
| FASH 216  | Costumer's Lab | 1 |
| FASH 220* | Tailor's Lab   | 1 |

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

†Recommended to be taken in last semester of program.

**Revised**  
**Basic Costume Construction and Sourcing**  
**Occupational Skills Award**

The Basic Costume Construction and Sourcing Occupational Skills Award prepares students with the basic skills necessary to assist Costume Designers. Students will learn to source and construct costumes for costume designers working in the areas of: film, television, dance, theater, theme parks, special events, cultural and ethnic events, costume shops, e-commerce, uniform/sports, advertising, Cosplay, Anime and Pop Culture conventions. Coursework covers material sourcing, costume, and underpinning construction for a range of audiences, costume history, textiles and dyeing, draping, pattern making, and drafting.

After completion of the skills award, students will be eligible for a position in the following areas: assistant costume designer, costume stitcher, costume shop assistant, costume sourcing specialist, costume dresser, costume alterationist, costume pattern maker, costume accessory designer, costume underpinnings and corsetry construction, costume dyeing and distressing, and millinery and shoe construction for contemporary and historical costumes.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Produce a professional portfolio showcasing costume sourcing and construction skills.
- Create costumes for a variety of venues that address specific needs of the end user: producer, actor, and customer and their performance environment.
- Identify historical costume characteristics and translate important period trends into costumes for a variety of audiences and price points.
- Identify textiles and demonstrate knowledge of their performance characteristics for an intended end use.
- Select and match textiles with correct dye type, process, and finish to create textile effects for costumes.

**Required Core**

| Course ID   | Title  | Units |
|---|--|-------|
| <b>Select one of the following courses (3 units):</b> |  |       |
| FASH 100  | Sewing for Fashion Design I                                | 3     |
| FASH 208*   | Sewing Vintage Fashions                                    | 3     |
| FASH 206*   | Designing & Constructing Knitwear,<br>Activewear, Swimwear | 3     |
| FASH 230*   | Alterations and Fitting                                    | 3     |
| FASH 205*   | Corset Construction  | 3     |

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Select one of the following 3 unit options:**

|                   |   |          |
|-------------------|---|----------|
| <b>FASH 217▲</b>  | <b>Footwear Design and Construction</b> | <b>2</b> |
| <b>and</b>        |   |          |
| <b>FASH 216▲</b>  | <b>Costumer's Lab</b>                   | <b>1</b> |
| <b><u>OR</u></b>  |   |          |
| <b>FASH 217▲</b>  | <b>Footwear Design and Construction</b> | <b>2</b> |
| <b>and</b>        |   |          |
| <b>FASH 220▲*</b> | <b>Tailor's Lab</b>                     | <b>1</b> |
| <b><u>OR</u></b>  |   |          |
| <b>FASH 223▲</b>  | <b>Millinery Design</b>                 | <b>3</b> |

**Complete 9 units from the following courses:**

|                 |   |          |
|-----------------|---|----------|
| <b>FASH 31</b>  | <b>Textiles</b>                         | <b>3</b> |
| <b>or</b>       |   |          |
| <b>FASH 240</b> | <b>Dye Processes on Fabrics</b>         | <b>3</b> |
| FASH 132*       | Draping Fashion Designs                 | 3        |
| FASH 144        | Fashion Trends and Cultural<br>Costumes | 3        |
| <b>or</b>       |   |          |
| ETT 42          | Costume Design                          | 3        |

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**Total Units for the Award    15**

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

**▲Select one of the following options: 1) FASH 217 and FASH 216, 2) FASH 217 and 220, or 3) FASH 223**



SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Current**  
**Sustainable Fashion and Social**  
**Entrepreneurship**  
**Occupational Skills Award**

The Sustainable Fashion and Social Entrepreneurship Occupational Skills Award prepares ~~the student~~ with basic skills necessary to develop, design, source, and manufacture a socially and environmentally friendly line of clothing or accessories. ~~Course work~~ covers developing a line and designing for a cause, ethics of fashion, sourcing and manufacturing in an ~~eco-friendly~~ way and marketing ~~your~~ line. Students will complete an internship and tour ~~other eco-friendly~~ fashion industry leaders.

**Required Courses**

| Course ID            | Title   | Units        |
|----------------------|---|--------------|
| FASH 31              | Textiles                                      | 3            |
| or                   |   |              |
| <del>BUS 31</del>    | <del>Textiles</del>                           | <del>3</del> |
| <del>FASH 130*</del> | <del>Flat Pattern Design</del>                | <del>4</del> |
| or                   |   |              |
| FASH 132             | Draping Fashion Designs                       | 3            |
| FASH 136*            | Apparel Design                                | 3            |
| or                   |   |              |
| FASH 251*            | Designing for a Cause and Sustainable Fashion | 3            |
| or                   |   |              |
| <del>FASH 235*</del> | <del>Designing for the Fashion Industry</del> | <del>2</del> |
| FASH 145*§           | Internship                                    | 1            |
| or                   |   |              |
| <del>BUS 145*§</del> | <del>Internship</del>                         | <del>1</del> |
| and                  |   |              |
| CWE 180*†            | Co-Op-Ed Fashion                              | 1            |
| FASH 240             | Dye Processes on Fabrics                      | 3            |
| FASH 207             | Eco-Friendly Fashion Tour                     | 1            |
| <del>FASH 247</del>  | <del>Special Events Participation</del>       | <del>1</del> |
| or                   |   |              |
| FASH 254             | Fashion in Southern California                | 1            |

**Total Units for the Award 15-17**

\*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\*

**Revised**  
**Sustainable Fashion and Social**  
**Entrepreneurship**  
**Occupational Skills Award**

The Sustainable Fashion and Social Entrepreneurship Occupational Skills Award prepares students with basic skills necessary to develop, design, source, and manufacture a socially and environmentally friendly line of clothing or accessories. Coursework covers developing a line and designing for a cause, ethics of fashion, sourcing and manufacturing in an environmentally and socially responsible way as well as marketing the line. Students will complete an internship and tour eco-friendly fashion industry leaders' businesses.

After completion of the skills award students will be eligible for a position in the following areas: assistant fashion designer, assistant fashion designer of sustainable fashion, product developer for sustainable fashion, sourcing and manufacturer for sustainable fashion.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Produce a professional portfolio showcasing sustainable sourcing and construction skills.
- Develop an environmentally conscious apparel or accessory line from concept to creation.
- Create a sustainable manufacturing plan complete with sourcing for product, specification sheets, and cost analysis.
- Explore environmental and social impact, current and traditional manufacturing processes in fashion and textiles, and identify alternative solutions for sustainability.
- Successfully complete an environmentally and socially responsible industry internship in fashion.

**Required Core**

| Course ID  | Title   | Units |
|------------|---|-------|
| FASH 31    | Textiles                                      | 3     |
| FASH 132*  | Draping Fashion Designs                       | 3     |
| FASH 136*  | Apparel Design                                | 3     |
| or         |   |       |
| FASH 251*  | Designing for a Cause and Sustainable Fashion | 3     |
| FASH 240   | Dye Processes on Fabrics                      | 3     |
| FASH 145*§ | Internship                                    | 1     |
| and        |   |       |
| CWE 180*†  | Co-Op-Ed Fashion                              | 1     |
| FASH 207   | Eco-Friendly Fashion Tour                     | 1     |
| or         |   |       |

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

|          |                                |   |
|----------|--------------------------------|---|
| FASH 254 | Fashion in Southern California | 1 |
|----------|--------------------------------|---|

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**Total Units for the Award 15**

\*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\*

**TO:** Board of Trustees

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

**RE:** Saddleback College: Additional Summer 2019 Community Education Programs.

**ACTION:** Approval

---

### **BACKGROUND**

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

### **STATUS**

A variety of educational and recreational events have been planned by the Saddleback College Community Education department for the Summer Session 2019. Expenses for conducting these courses will be paid by income from participant fees. Exhibit A expands the Honoraria and fees approved at the February 25, 2019 board meeting and includes additional class offerings, presenters and compensation.

### **RECOMMENDATION**

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

South Orange County Community College District  
SADDLEBACK COLLEGE

EXHIBIT A  
1 of 1

COMMUNITY EDUCATION NOT-FOR-CREDIT/FEE-BASED PROGRAM - Summer 2019 Additional

| PROGRAM | ACTIVITY TITLE           | DATES      | TRAINER              | HONORARIA | FEE   |
|---------|--------------------------|------------|----------------------|-----------|-------|
| CFK     | American Girl Adventures | 5/1 - 10/1 | Manisha Fish (E)     | 60% Net   | \$179 |
|         | Babysitter's Training    | 5/1 - 10/1 | Premier Aquatics (I) | Varies    | \$95  |

(E) Employee  
(I) Independent Contractor

**TO:** Board of Trustees

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

**RE:** Saddleback College: Revision of 2018-2019 Instructional  
Material/Laboratory Fees

**ACTION:** Approval

---

### **BACKGROUND**

The Board of Trustees annually approves changes in instructional material and laboratory fees. Such fees are charged, in compliance with the California Education Code and state regulations, in order to support the cost of specialized materials, supplies, and activities of various types of instruction. Proceeds from the fees are utilized to support the instructional costs for which they are collected.

### **STATUS**

The introduction of new courses, the alteration of courses in the curriculum, and changes in costs for certain materials and supplies have required Saddleback College to augment and revise instructional material and laboratory fees for 2018-2019. The material fee listed on Exhibit A was listed incorrectly on the 2018-2019 Revised Laboratory Fees submitted annually to the Board for approval on December 11, 2017. The Office of Instruction is working with the Student Payment Office to issue the appropriate refunds.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve revised instructional material and laboratory fees for Saddleback College for 2018-2019, as presented in Exhibit A.

**SADDLEBACK COLLEGE**  
**2018-2019 Revised Laboratory Fees**  
**Revision to Previously Approved Fees on 12/11/17**

| Course   | Cat. I.D. | Title               | Fee      |          | Purpose                               |
|--|-----------|---------------------|----------|----------|---------------------------------------|
|  |           |                     | Current  | Proposed |                                       |
| <b><u>HEALTH SCIENCES AND HUMAN SERVICES</u></b> |           |                     |          |          |                                       |
| MA 214B  | 530045.00 | MEDICATION ADMINIST | \$175.00 | \$35.00  | Medication Administration<br>Supplies |

**TO:** Board of Trustees

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

**RE:** SOCCCD: State and Federal Legislative Priorities

**ACTION:** Approval

---

### **BACKGROUND**

The South Orange County Community College District Office of Public Affairs and Government Relations seeks to support legislation beneficial to the District and its two colleges—Irvine Valley College and Saddleback College. Through coordinated efforts with Capitol Advocacy Partners and Strategic Education Services, the District can broadly identify several state and federal legislative priorities to focus our advocacy efforts in 2019. Setting priorities will not only focus our efforts, but will allow the District to support or oppose individual pieces of legislation expediently, based on timeline variables of bills during session. Draft priorities were presented on March 25, 2019 in addition to recent legislative activity at the local, state, and federal levels.

### **STATUS**

Letitia Clark, District Director of Public Affairs and Government Relations, presented legislative priorities to consider at the last board meeting. The board requested time to review and provide feedback before the next board meeting. It was then requested that the revised priorities be presented to the board for approval on April 22, 2019.

The priorities, if approved, could serve as a helpful handout to Trustees or to staff, faculty, or students who plan to meet with legislators in Sacramento, CA or Washington D.C. this year.

**SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE  
DISTRICT**

# **LEGISLATIVE PRIORITIES 2019**

**Focused State Advocacy Efforts**



**DISTRICT OFFICE OF  
PUBLIC AFFAIRS AND  
GOVERNMENT  
RELATIONS**



# ABOUT SOCCCD

## South Orange County Community College District



South Orange County Community College District encompasses 382 square miles in south Orange County serving over 909,000 residents in 26 communities. We know that higher education is directly linked to quality of life and economic vitality. We have helped generations of families achieve their educational and career goals since 1967.

Distinguished faculty from Saddleback College and Irvine Valley College provide students with rigorous academic classes to prepare them for transfer to four-year colleges and universities, basic skills attainment, or career technical training. Our newest campus, the Advanced Technology & Education Park (ATEP), opened in 2007 and offers courses from our two colleges with a focus on workforce development and career technical skills. Emeritus Institutes and community education programs at our colleges offer lifelong learning opportunities for community members of all ages.

**TOTAL STUDENT  
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=43,000**



**TOTAL FACULTY  
& STAFF  
=2,929**



**DEGREES &  
CERTIFICATES  
OFFERED  
=406**

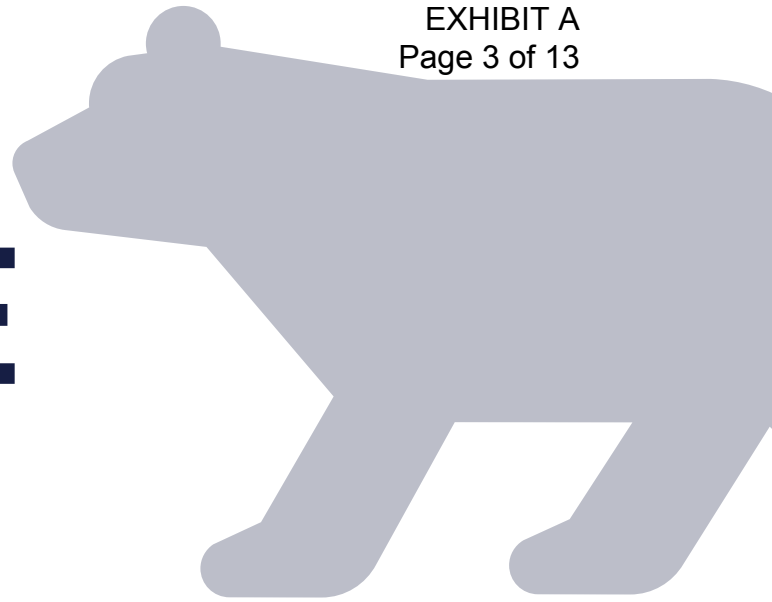


**ECONOMIC IMPACT  
TO LOCAL  
COMMUNITY  
= \$1.3 BILLION**



\* Numbers based on 2017/2018 District Data and Economic Impact Report produced by Emsi.

# STATE LEGISLATIVE DELEGATION



## California State Assembly

### **Assembly Member Steven Choi (AD-68)**

Sacramento Office - State Capitol, Suite 2016, Sacramento, CA 94249 | Phone (916) 319-2068

District Office - 3240 El Camino Real, Suite 110, Irvine, CA 92602 | Phone (714) 665-6868

### **Assembly Member William P. Brough (AD-73)**

Sacramento Office - State Capitol, Suite #3141, Sacramento, CA 94249 | Phone (916) 319-2073

District Office - 29122 Rancho Viejo Road, Suite 111, San Juan Capistrano, CA 92675 | Phone (949) 347-7301

### **Assembly Member Cottie Petrie-Norris (AD-74)**

Sacramento Office - State Capitol, Sacramento, CA 95814 | Phone (916) 319-2074

District Office - 19712 MacArthur Boulevard, Suite 150 Irvine, CA 92612 | Phone (949) 251-0074

## California State Senate

### **Senator Patricia Bates (SD-36)**

Sacramento Office - State Capitol, Room 3048, Sacramento, California 95814 | Phone (916) 651-4036

Orange County Office - 24031 El Toro Road, Suite 201A Laguna Hills, California 92653 | Phone (949) 598-5850

San Diego Office - 169 Saxony Road, Suite 103, Encinitas, California 92024 | Phone (760) 642-0809

### **Senator John Moorlach (SD-37)**

State Capitol, Room 2048, Sacramento, CA 95814 | Phone (916) 651-4037

District Office - 29122 Rancho Viejo Road, Suite 111, San Juan Capistrano, CA 92675 | Phone (949) 347-7301

# STATE LEGISLATIVE

## Priorities & Areas of Focus

### Clinical Placements



The Saddleback College nursing program has experienced success for decades, making it now the #2 program in the State\*. However, a recent challenge in securing clinical placements for nursing students, poses a threat to the long-term success of the nursing program for not only Saddleback College, but for nursing programs across the region. The invaluable opportunity for nursing students to gain hands-on experience with patients adds to the quality of education and continual success of students upon graduation. Competing nursing programs, combined with limited resources of local hospitals, has placed a strain on the availability of clinical placements, particularly for community college students.

**Legislative Goals:** To support legislation that addresses the clinical placement issue by encouraging consortiums of nursing programs and hospitals, funding for virtual simulation, and assessments to collect data around secured placements for public versus private/for-profit college students and those earning ADN's versus BSN's.

### Financial Aid & College Affordability



As currently structured, Cal Grants continue to distribute less than 10 percent of its resources to California community college students despite the fact that community college students comprise two-thirds of the higher education population. The lack of adequate financial aid leads students to take fewer classes, extends their time to graduation, makes college in-affordable, and makes a degree substantially more difficult to obtain. To ensure a meaningful commitment to higher education access and success, California must make a greater investment in California Community College students.

**Legislative Goals:** Support legislation that allows community college students to access financial aid regardless of age, time out of high school, or prior academic history. Also support legislation that expands Cal Grants to cover a student's total cost of attendance. Finally, support legislation that continue to allow flexibility in the California College Promise Program so that colleges have the flexibility to meet the needs of their student populations.

\* According to 2018 Washington Monthly College Ranking



### College Facilities

In 2016, California voters approved a facilities bond providing a \$2 billion infrastructure investment in California's community colleges. The failure to fund all Board of Governors' approved and vetted facilities Quality Public Community Colleges for All Californians projects in the last two state budget cycles has resulted in an extensive backlog, and has substantially reduced the buying power of these voter-approved resources. This lack of action dismisses strong voter support for Proposition 51 and extensive facilities needs of \$42 billion over the next 10 years. The construction of the Saddleback College Gateway Project is dependent on this funding.

**Legislative Goals:** *To support the Governor's budget proposal which included the Saddleback College Gateway Project and to advocate for the continued inclusion of the Irvine Valley College Fine Arts Project in the May Revision of the Governor's Budget, but also for the inclusion of all 19 community college projects.*



### Protect and Expand Dual Enrollment

All students deserve exposure to and the opportunity to pursue higher education. For first-generation students, participation in dual enrollment courses results in increased college-going rates and greater persistence in higher education. Key among the benefits of dual enrollment courses are: reduction of time to-degree completion, increase in college attainment, and the reduction of achievement gaps for underrepresented students. Dual enrollment also strengthens connections between high schools and colleges. Community colleges are committed to working with the Legislature and the Administration to maximize the benefits of dual enrollment and to remove the sunset on the College and Career Access Pathways (CCAP) Act.

**Legislative Goals:** *Support Assembly Bill 30 (Holden) to remove the sunset on college and career access pathways and streamline the process to develop dual enrollment partnerships.*




### Addressing Non-Academic Barriers for Students

According to the #RealCollegeSurvey, administered this year, more than half of California Community College students face food insecurity and nearly 20 percent have faced homelessness. Districts and colleges across California are working to reduce student food insecurity and homelessness by creating more sustainable partnerships to address food and housing challenges faced by our students.


**Legislative Goals:** *Support legislation that removes legal barriers and red tape that colleges face in qualifying as CalFresh-approved vendors. Also, support Senate Bill 291, introduced by California Senator Connie Leyva to establish a financial aid package that would cover total cost of attendance, including costs for housing, transportation, and textbooks.*

# ADVOCACY MATTERS

## Your Voice In Sacramento



The South Orange County Community College District Office of Public Affairs and Government Relations seeks to support legislation beneficial to the District and its two colleges—Irvine Valley College and Saddleback College. We work to expand and maintain financial opportunities throughout the District, by fostering and sustaining relationships with elected officials, government agencies, and industry experts. Through coordinated efforts with Strategic Education Services (SES), the District has identified several state legislative priorities to focus our advocacy efforts in 2019. If you have questions or need more information about any of the outlined priorities, please view the contact information below or visit [www.socccd.edu](http://www.socccd.edu).



FOR MORE INFORMATION CONTACT:  
LETITIA CLARK, MPP  
DISTRICT DIRECTOR OF PUBLIC AFFAIRS  
AND GOVERNMENT RELATIONS  
949.582.4920  
LCLARK31@SOCCCD.EDU  
28000 MARGUERITE PKWY.  
MISSION VIEJO, CA 92692

**SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE  
DISTRICT**

# **LEGISLATIVE PRIORITIES 2019**

**Focused Federal Advocacy Efforts**

**DISTRICT OFFICE OF  
PUBLIC AFFAIRS AND  
GOVERNMENT  
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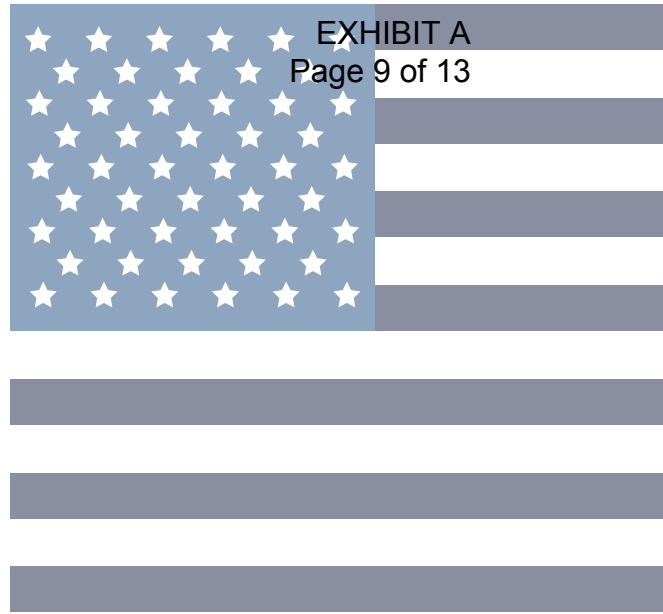


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# FEDERAL LEGISLATIVE DELEGATION



## U.S. House of Representatives

### **Congresswoman Katie Porter (District 45)**

Washington, D.C. Office - 1117 Longworth HOB, Washington, DC 20515 | Phone (202) 225-5611

District Office - 2151 Michelson Drive Suite 195, Irvine, CA 92612 | Phone (949) 668-6600

### **Congressman Harley Rouda (District 48)**

Washington, D.C. Office - 2300 Rayburn HOB, Washington, DC 20515 | Phone (202) 225-2415

District Office - 4000 Westerly Place #270, Newport Beach, CA 92660 | Phone (714) 960-6483

### **Congressman Mike Levin (District 49)**

Washington, D.C. Office - 1626 Longworth HOB, Washington, DC 20515 | Phone (202) 225-3906

District Office - 33282 Golden Lantern Suite 102, Dana Point, CA 92629 | Phone (949) 281-2449

## U.S. Senate

### **Senator Dianne Feinstein**

Washington, D.C. Office - 331 Hart Senate Office Bldg., Washington, D.C. 20510 | Phone (202) 224-3841

Los Angeles Office - 11111 Santa Monica Blvd. Suite 915, Los Angeles, CA 90025 | Phone (310) 914-7300

### **Senator Kamala Harris**

Washington, D.C. Office - 112 Hart Senate Office Building, Washington, D.C. 20510 | Phone (202) 224 - 3553

Los Angeles Office - 11845 West Olympic Boulevard, Suite 1250W, Los Angeles, CA 90064 | Phone (310) 231 - 4494



# FEDERAL LEGISLATIVE

## Priorities & Areas of Focus



### Deferred Action for Childhood Arrival (DACA)

Faculty and campus leaders support continuing protections for DACA participants, coupled with legislation establishing a pathway to citizenship. Of the 223,000 DACA participants in California (out of 800,000 nationally), approximately 72,000 are enrolled in one of the CCC institutions. In addition to its social and humanitarian imperatives, DACA has vast economic benefits for our country. A study by CATO Institute notes that the elimination of DACA would cost the federal government \$60 billion in tax revenues, with the overall economy likely to shrink by \$215 billion.

**Legislative Goals:** Urge Congress to pass comprehensive immigration reform that. At a minimum would accomplish the following:

- Codify DACA protections into law.
- Provide a permanent path to citizenship for DACA students.
- Provide eligibility for Title IV grant aid, including Pell Grants and Work-Study.



### Workforce for 21st Century

Targeted investments in workforce education are key to increasing the nation's economic competitiveness. CCC institutions are well-positioned to work with the federal government to prepare a skilled workforce that meets the needs of a changing job market. Through a continued partnership with the federal government, California Community Colleges will help provide the career education necessary to build economic growth in the 21st Century.

**Legislative Goals:** Recommend increased funding for the following programs. A Workforce for the 21st Century Perkins Act Grants help both high school and community colleges offer career technical education courses and incentivize the two systems to build strong partnerships. Workforce, Innovation and Opportunity Act programs provide vital funding for job training to dislocated workers, low-income adults and at-risk youth.



### Higher Education Act Reauthorization

The success of the California Community Colleges is dependent on continuing our strong partnership with the federal government. In approaching the Higher Education Act reauthorization we must work with our federal representatives to ensure certain priorities exist through the reauthorization process.

**Legislative Goals:** Encourage Congress to consider the following priorities and principles:

- Keep College Affordable
- Maintain Protections and Simplify Processes
- Simplify Financial Aid
- Ensure Effective Oversight
- Expand Access to Student-Level Data



## Veterans Affairs

It is important that California Community Colleges continue to support student Veterans as they pursue higher education and career goals. Veterans interact with multiple federal programs as they access benefits and supports, and we must engage with our federal representatives and federal departments to ensure (a) they have access to the full range of support services they are entitled to and (b) can be successful on our college campuses.

**Legislative Goals:** *Ensure Congress and multiple federal Departments (such as Veterans Affairs, Defense, and Education) pass and then effectively implement legislation to:*

- *Provide effective, timely, financial and/or service support to student veterans to address their real world needs.*
- *Ensure federal laws do not make student veterans a target for predatory behavior from education institutions.*
- *Ensure appropriate oversight and accountability of programs for student veterans.*

## Medi-Cal Reimbursement

Community college health centers provide student with important healthcare and mental health services that improve student success. An outdated state policy, through the Department of Healthcare Services, currently prevents community college health centers from accessing the same MediCal reimbursements as local school districts. Changing this policy will improve student health and allow health centers to re-invest funds in expanding access to a variety of services. Once the policy is changed at the state level, that change will need to be approved at the federal level by the Center for Medicaid and Medicare Services (CMS).



**Administrative Goals:** *Fix the outdated policy at state level that prevents community college health centers from receiving funding. Concurrently, at the federal level:*

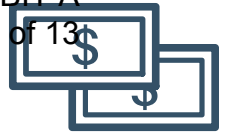
- *Ensure no federal barriers exist that would prevent speedy approval of the change by the Center for Medicaid and Medicare Services.*
- *As needed, work with members of Congress and the Center for Medicaid and Medicare Services (CMS) to provide assurances or guidance to the State of California that they can make the needed modifications to state policy.*



## Apprenticeships

Apprenticeships can be an impactful way for students to receive high quality workforce experience while pursuing their educational goals. Community colleges can serve as an integral partner for students and the private sector as a facilitator of quality apprenticeship experiences. It is important for the role of community colleges to be recognized and supported as the federal government expands its investment in apprenticeships.

**Legislative and Administrative Goals:** Encourage Congress and the Department of Labor to invest in expanding apprenticeship opportunities for community college students. This includes addressing barriers that often prevent community colleges from creating apprenticeship programs, such as the lack of resources for early program development.



### **Federal Grant Opportunities**

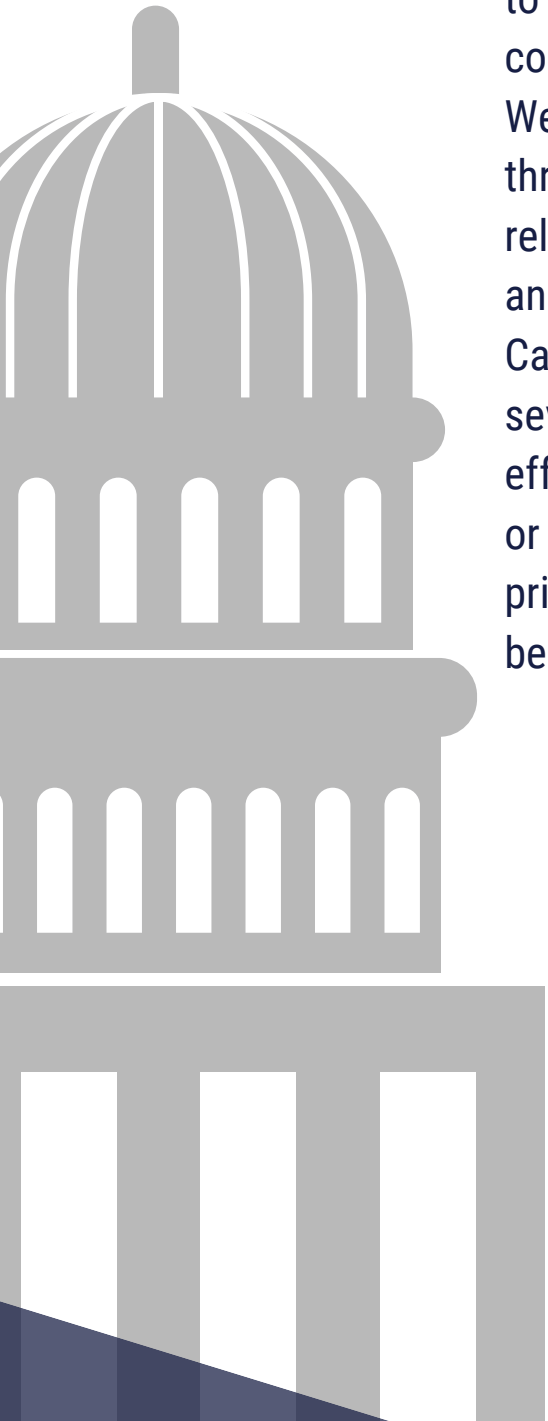
Federal grants provide important resources to community colleges. They help college develop new support programs for vulnerable students, invest in program development in in-demand career fields, and enrich research and professional opportunities for faculty and students.

**Legislative Goals:** *Encourage legislators and administrators at multiple federal departments to invest funds in a variety of grant programs that support community colleges and community college students. This includes:*

- *Support a reauthorization of the Higher Education Act that includes grant programs that impact community colleges, such as, but not limited to, Title III and Title V grant programs for community colleges and high-need populations.*
- *Support annual congressional appropriations to maintain and/or expand investments in grant programs that benefit community colleges.*
- *Promote rules and regulations that focus grant investments to community colleges.*

# ADVOCACY MATTERS

## Your Voice In Washington, D.C.



The South Orange County Community College District Office of Public Affairs and Government Relations seeks to support legislation beneficial to the District and its two colleges—Irvine Valley College and Saddleback College. We work to expand and maintain financial opportunities throughout the District, by fostering and sustaining relationships with elected officials, government agencies, and industry experts. Through coordinated efforts with Capitol Advocacy Partners, the District has identified several state legislative priorities to focus our advocacy efforts in 2019. If you have questions or need more information about any of the outlined priorities, please view the contact information below or visit [www.socccd.edu](http://www.socccd.edu).

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**TO:** Board of Trustees

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

**RE:** California Community College Chancellor's Office (CCCCO) Local Vision Goal Setting

**ACTION:** Review and Study

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### **BACKGROUND**

On November 6, 2018, California Community Colleges' Chancellor Eloy Oakley sent an email with this message.

*In July, the Governor and the Legislature established a new funding formula for the California Community Colleges AB1809, Chapter 33, Statutes of 2018. In that Statute, colleges/districts are required to establish the following:*

- 1. Local goals that are aligned with the system-wide goals in the Vision for Success*
- 2. Local goals that are numerically measurable*
- 3. Local goals that specify the timeline for improvement*

*By **May 31, 2019**, the Chancellor's Office is requiring the completion of the submission of these goals that also includes the signatures of the Board President, CEO, and Academic Senate President.*

### **STATUS**

SOCCCD began local goal setting at the annual board of trustee's self-evaluation workshop on September 29, 2018. At this workshop, the trustees reviewed the CCCCCO Vision for Success and aligned their annual board goals to the system-wide goals. As official data from the state was unavailable, internal baseline data was used to guide the goal setting. The established board's goals were shared throughout the district at various meetings in October. At the October 29, 2018 board meeting, the eight board goals for 2018-2019 were approved. The board goals are guiding the development of the next district and colleges' education master and strategic plans. The process to develop these plans is underway with the assistance of MIG consultancy. Although the new education master and strategic plans are still in development, the colleges have adopted the five main goals in the Vision for Success, which align with the board goals and targets.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept for review and study the draft local vision goals for Irvine Valley College and Saddleback College included as Exhibit A and B. A memo from the State Chancellor's Office regarding Local Goal-Setting Guidance is included as Exhibit C.

*Item Submitted by:* Kathleen F. Burke, Chancellor



The data in the Local Vision Goals on NOVA is taken from the Student Success Metrics (SSM) on the Launchboard. However, when the SSM metrics are updated, there may be a slight (less than 24 hours) lag before the NOVA numbers are updated.

Local Vision Goals Summary Produced: Apr 10, 2019, 8:42 PM UTC Denice Inciong

## Irvine Valley College

### Contacts

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#### Board of Trustees President

**T.J. Prendergast**

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## Goal 1: Completion

### Goal 1A: Increase All Students Who Earned an Associate Degree (including ADTs)

Irvine Valley College will increase among all students, the number who earned an associate degree or associate degree for transfer in the selected or subsequent year from:

| # in 2016-17 | Expected # in 2021-22 | % Increase |
|--------------|-----------------------|------------|
| 1,075        | 1,290                 | 20%        |

### Goal 1B: Increase All Students Who Earned a Chancellor's Office Approved Certificate

Irvine Valley College will increase among all students, the number who earned a Chancellor's Office approved certificate in the selected or subsequent year from:

| # in 2016-17 | Expected # in 2021-22 | % Increase |
|--------------|-----------------------|------------|
| 1,244        | 1,493                 | 20%        |

### Goal 1C: Increase All Students Who Attained the Vision Goal Completion Definition

Irvine Valley College will increase among all students, the number of students who earned various types of awards and the number of students who enrolled in either a noncredit career education course or any college level credit course in the selected or subsequent year from:

| # in 2016-17 | Expected # in 2021-22 | % Increase |
|--------------|-----------------------|------------|
| 1,393        | 1,672                 | 20%        |

## Goal 2: Transfer

### Goal 2A: Increase All Students Who Earned an Associate Degree for Transfer

Irvine Valley College will increase among all students, the number who earned an associate degree for transfer in the selected or subsequent year from:

| # in 2016-17 | Expected # in 2021-22 | % Increase |
|--------------|-----------------------|------------|
| 408          | 490                   | 20%        |

**Goal 2B: Increase All Students Who Transferred to a CSU or UC Institution**

Irvine Valley College will increase among all students, the number who transferred to a four-year institution from:

| # in 2016-17 | Expected # in 2021-22 | % Increase |
|--------------|-----------------------|------------|
| 1,485        | 2,005                 | 35%        |

**Goal 3: Unit Accumulation****Goal 3A: Decrease Average Number of Units Accumulated by All Associate Degree Earners**

Irvine Valley College will decrease among all students who earned an associate degree in the selected year, the average number of units earned in the California community college system among students who had taken at least 60 units at the college from:

| # in 2016-17 | Expected # in 2021-22 | % Decrease |
|--------------|-----------------------|------------|
| 86           | 79                    | 8%         |

**Goal 4: Workforce****Goal 4A: Increase Median Annual Earnings of All Students**

Irvine Valley College will increase among all students who did not transfer to a four-year institution, sum of median earnings for the four quarters immediately following academic year of exit from:

| \$ per year in 2016-17 | Expected \$ per year in 2021-22 | % Increase |
|------------------------|---------------------------------|------------|
| No Target Data         |                                 |            |

**Goal 4B: Increase All Students Who Attained the Living Wage**

Irvine Valley College will increase among all students who exited college and did not transfer to four-year institution, the proportion who attained the regional living wage for a single adult measured immediately following academic year of exit from:

| % in 2016-17 | Expected % in 2021-22 | % Increase |
|--------------|-----------------------|------------|
|--------------|-----------------------|------------|



| % in 2016-17   | Expected % in 2021-22 | % Increase |
|----------------|-----------------------|------------|
| No Target Data |                       |            |

**Goal 4C: Increase All Students with a Job Closely Related to Their Field of Study**

Irvine Valley College will increase among all students who responded to the CTE Outcomes Survey and did not transfer, the proportion who reported that they are working in a job very closely or closely related to their field of study from:

| % in 2016-17 | Expected % in 2021-22 | % Increase |
|--------------|-----------------------|------------|
| 67%          | 69%                   | 3%         |

## Goal 5: Equity

**Disproportionately Impacted (DI) Student Groups**

- Ethnicity: Black or African American
- Ethnicity: Hispanic
- Economically Disadvantaged: Economically Disadvantaged
- LGBT: LGBT
- First Generation: First Generation
- Foster Youth: Foster Youth
- Veteran: Veteran

**Goal 5.1A: Increase All Students Who Earned an Associate Degree (including ADTs)**

Irvine Valley College will increase the All Students Who Earned an Associate Degree (including ADTs) from 1,075 in 2016-17 to 1,290 in 2021-22.

| DI Student Group                   | # in 2016-17 | Expected # in 2021-22 | % Increase |
|------------------------------------|--------------|-----------------------|------------|
| LGBT: LGBT                         | 10           | 13                    | 30%        |
| First Generation: First Generation | 357          | 357                   | 0%         |
| Foster Youth: Foster Youth         | 24           | 36                    | 50%        |
| Ethnicity: Hispanic                | 292          | 292                   | 0%         |

| DI Student Group  | # in 2016-17  | Expected # in 2021-22 | % Increase |
|---|---|-----------------------|------------|
| Economically Disadvantaged:<br>Economically Disadvantaged | 599   | 599                   | 0%         |
| Veteran: Veteran  | 19  | 19                    | 0%         |
| Ethnicity: Black or African American                      | Not a disproportionately impacted group for this metric |                       |            |

### Goal 5.1B: Increase All Students Who Earned a Chancellor's Office Approved Certificate

Irvine Valley College will increase the All Students Who Earned a Chancellor's Office Approved Certificate from 1,244 in 2016-17 to 1,493 in 2021-22.

| DI Student Group  | # in 2016-17 | Expected # in 2021-22 | % Increase |
|---|--------------|-----------------------|------------|
| Ethnicity: Hispanic                                       | 277          | 277                   | 0%         |
| LGBT: LGBT  | 28           | 37                    | 32%        |
| First Generation: First Generation                        | 372          | 372                   | 0%         |
| Foster Youth: Foster Youth                                | 31           | 47                    | 52%        |
| Veteran: Veteran  | 22           | 22                    | 0%         |
| Ethnicity: Black or African American                      | 15           | 15                    | 0%         |
| Economically Disadvantaged:<br>Economically Disadvantaged | 664          | 664                   | 0%         |

### Goal 5.1C: Increase All Students Who Attained the Vision Goal Completion Definition

Irvine Valley College will increase the All Students Who Attained the Vision Goal Completion Definition from 1,393 in 2016-17 to 1,672 in 2021-22.

| DI Student Group    | # in 2016-17 | Expected # in 2021-22 | % Increase |
|---------------------|--------------|-----------------------|------------|
| Ethnicity: Hispanic | 317          | 317                   | 0%         |

| DI Student Group                                       | # in 2016-17 | Expected # in 2021-22 | % Increase |
|--|--------------|-----------------------|------------|
| LGBT: LGBT   | 28           | 37                    | 32%        |
| First Generation: First Generation                     | 429          | 429                   | 0%         |
| Foster Youth: Foster Youth                             | 33           | 50                    | 52%        |
| Veteran: Veteran                                       | 26           | 26                    | 0%         |
| Ethnicity: Black or African American                   | 16           | 16                    | 0%         |
| Economically Disadvantaged: Economically Disadvantaged | 739          | 739                   | 0%         |

### Goal 5.2A: Increase All Students Who Earned an Associate Degree for Transfer

Irvine Valley College will increase the All Students Who Earned an Associate Degree for Transfer from 408 in 2016-17 to 490 in 2021-22.

| DI Student Group                                       | # in 2016-17  | Expected # in 2021-22 | % Increase |
|--|---|-----------------------|------------|
| Ethnicity: Hispanic                                    | 130   | 130                   | 0%         |
| First Generation: First Generation                     | 148   | 148                   | 0%         |
| Foster Youth: Foster Youth                             | 10  | 15                    | 50%        |
| Economically Disadvantaged: Economically Disadvantaged | 232   | 232                   | 0%         |
| Ethnicity: Black or African American                   | Not a disproportionately impacted group for this metric |                       |            |
| LGBT: LGBT   | Not a disproportionately impacted group for this metric |                       |            |
| Veteran: Veteran                                       | Not a disproportionately impacted group for this metric |                       |            |

**Goal 5.2B: Increase All Students Who Transferred to a CSU or UC Institution**

Irvine Valley College will increase the All Students Who Transferred to a CSU or UC Institution from 1,485 in 2016-17 to 2,005 in 2021-22.

| DI Student Group                                       | # in 2016-17  | Expected # in 2021-22 | % Increase |
|--|---|-----------------------|------------|
| Ethnicity: Hispanic                                    | 320   | 320                   | 0%         |
| LGBT: LGBT   | 15  | 18                    | 20%        |
| First Generation: First Generation                     | 383   | 448                   | 17%        |
| Veteran: Veteran                                       | 28  | 28                    | 0%         |
| Ethnicity: Black or African American                   | 24  | 28                    | 17%        |
| Economically Disadvantaged: Economically Disadvantaged | 855   | 855                   | 0%         |
| Foster Youth: Foster Youth                             | Not a disproportionately impacted group for this metric |                       |            |

**Goal 5.3A: Decrease Average Number of Units Accumulated by All Associate Degree Earners**

Irvine Valley College will decrease the Average Number of Units Accumulated by All Associate Degree Earners from 85.89 in 2016-17 to 79 in 2021-22.

| DI Student Group                                       | # in 2016-17 | Expected # in 2021-22 | % Decrease |
|--|--------------|-----------------------|------------|
| Ethnicity: Hispanic                                    | 87           | 79                    | 9%         |
| LGBT: LGBT   | 93           | 79                    | 15%        |
| First Generation: First Generation                     | 89           | 79                    | 11%        |
| Foster Youth: Foster Youth                             | 92           | 79                    | 14%        |
| Veteran: Veteran                                       | 90           | 79                    | 12%        |
| Economically Disadvantaged: Economically Disadvantaged | 89           | 79                    | 11%        |

| DI Student Group                     | # in 2016-17  | Expected # in 2021-22 | % Decrease |
|--------------------------------------|---|-----------------------|------------|
| Ethnicity: Black or African American | Not a disproportionately impacted group for this metric |                       |            |

### Goal 5.4C: Increase All Students with a Job Closely Related to Their Field of Study

Irvine Valley College will increase the All Students with a Job Closely Related to Their Field of Study from 67% in 2016-17 to 69% in 2021-22.

| DI Student Group                                       | % in 2016-17  | Expected % in 2021-22 | % Increase |
|--|---|-----------------------|------------|
| Ethnicity: Hispanic                                    | 63%   | 69%                   | 10%        |
| First Generation: First Generation                     | 58%   | 69%                   | 19%        |
| Economically Disadvantaged: Economically Disadvantaged | 56%   | 69%                   | 23%        |
| Ethnicity: Black or African American                   | Not a disproportionately impacted group for this metric |                       |            |
| LGBT: LGBT   | Not a disproportionately impacted group for this metric |                       |            |
| Foster Youth: Foster Youth                             | Not a disproportionately impacted group for this metric |                       |            |
| Veteran: Veteran                                       | Not a disproportionately impacted group for this metric |                       |            |

## Additional Metrics

No additional metrics have been added.

## Certification

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Awaiting Submittal

**Board of Trustees President**

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Awaiting Submittal



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NOVA Site Version: [4.5.1](#)



The data in the Local Vision Goals on NOVA is taken from the Student Success Metrics (SSM) on the Launchboard. However, when the SSM metrics are updated, there may be a slight (less than 24 hours) lag before the NOVA numbers are updated.

Local Vision Goals Summary Produced: Apr 10, 2019, 5:19 PM UTC Denice Inciong

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## Goal 1: Completion

**Goal 1A: Increase All Students Who Earned an Associate Degree (including ADTs)**

Saddleback College will increase among all students, the number who earned an associate degree or associate degree for transfer in the selected or subsequent year from:

| # in 2016-17 | Expected # in 2021-22 | % Increase |
|--------------|-----------------------|------------|
| 1,531        | 1,844                 | 20%        |

**Goal 1B: Increase All Students Who Earned a Chancellor's Office Approved Certificate**

Saddleback College will increase among all students, the number who earned a Chancellor's Office approved certificate in the selected or subsequent year from:

| # in 2016-17 | Expected # in 2021-22 | % Increase |
|--------------|-----------------------|------------|
| 1,954        | 2,343                 | 20%        |

**Goal 1C: Increase All Students Who Attained the Vision Goal Completion Definition**

Saddleback College will increase among all students, the number of students who earned various types of awards and the number of students who enrolled in either a noncredit career education course or any college level credit course in the



selected or subsequent year from:

| # in 2016-17 | Expected # in 2021-22 | % Increase |
|--------------|-----------------------|------------|
| 2,187        | 2,658                 | 22%        |

## Goal 2: Transfer

### Goal 2A: Increase All Students Who Earned an Associate Degree for Transfer

Saddleback College will increase among all students, the number who earned an associate degree for transfer in the selected or subsequent year from:

| # in 2016-17 | Expected # in 2021-22 | % Increase |
|--------------|-----------------------|------------|
| 635          | 761                   | 20%        |

### Goal 2B: Increase All Students Who Transferred to a CSU or UC Institution

Saddleback College will increase among all students, the number who transferred to a four-year institution from:

| # in 2016-17 | Expected # in 2021-22 | % Increase |
|--------------|-----------------------|------------|
| 1,757        | 1,847                 | 5%         |

## Goal 3: Unit Accumulation

### Goal 3A: Decrease Average Number of Units Accumulated by All Associate Degree Earners

Saddleback College will decrease among all students who earned an associate degree in the selected year, the average number of units earned in the California community college system among students who had taken at least 60 units at the college from:

| # in 2016-17 | Expected # in 2021-22 | % Decrease |
|--------------|-----------------------|------------|
| 90           | 72                    | 20%        |

## Goal 4: Workforce

**Goal 4A: Increase Median Annual Earnings of All Students**

Saddleback College will increase among all students who did not transfer to a four-year institution, sum of median earnings for the four quarters immediately following academic year of exit from:

| \$ per year in 2016-17 | Expected \$ per year in 2021-22 | % Increase |
|------------------------|---------------------------------|------------|
| \$30,316               | \$31,862                        | 5%         |

**Goal 4B: Increase All Students Who Attained the Living Wage**

Saddleback College will increase among all students who exited college and did not transfer to four-year institution, the proportion who attained the regional living wage for a single adult measured immediately following academic year of exit from:

| % in 2016-17 | Expected % in 2021-22 | % Increase |
|--------------|-----------------------|------------|
| 40%          | 48%                   | 20%        |

**Goal 4C: Increase All Students with a Job Closely Related to Their Field of Study**

Saddleback College will increase among all students who responded to the CTE Outcomes Survey and did not transfer, the proportion who reported that they are working in a job very closely or closely related to their field of study from:

| % in 2016-17 | Expected % in 2021-22 | % Increase |
|--------------|-----------------------|------------|
| 65%          | 78%                   | 20%        |

## Goal 5: Equity

**Disproportionately Impacted (DI) Student Groups**

- Ethnicity: Hispanic
- Economically Disadvantaged: Economically Disadvantaged

**Goal 5.1A: Increase All Students Who Earned an Associate Degree (including ADTs)**

Saddleback College will increase the All Students Who Earned an Associate Degree (including ADTs) from 1,531 in 2016-17 to 1,844 in 2021-22.

| DI Student Group  | # in 2016-17  | Expected # in 2021-22 | % Increase |
|---|---|-----------------------|------------|
| Ethnicity: Hispanic                                       | Not a disproportionately impacted group for this metric |                       |            |
| Economically Disadvantaged:<br>Economically Disadvantaged | Not a disproportionately impacted group for this metric |                       |            |

### Goal 5.1B: Increase All Students Who Earned a Chancellor's Office Approved Certificate

Saddleback College will increase the All Students Who Earned a Chancellor's Office Approved Certificate from 1,954 in 2016-17 to 2,343 in 2021-22.

| DI Student Group  | # in 2016-17  | Expected # in 2021-22 | % Increase |
|---|---|-----------------------|------------|
| Ethnicity: Hispanic                                       | Not a disproportionately impacted group for this metric |                       |            |
| Economically Disadvantaged:<br>Economically Disadvantaged | Not a disproportionately impacted group for this metric |                       |            |

### Goal 5.1C: Increase All Students Who Attained the Vision Goal Completion Definition

Saddleback College will increase the All Students Who Attained the Vision Goal Completion Definition from 2,187 in 2016-17 to 2,658 in 2021-22.

| DI Student Group  | # in 2016-17  | Expected # in 2021-22 | % Increase |
|---|---|-----------------------|------------|
| Ethnicity: Hispanic                                       | Not a disproportionately impacted group for this metric |                       |            |
| Economically Disadvantaged:<br>Economically Disadvantaged | Not a disproportionately impacted group for this metric |                       |            |

### Goal 5.2A: Increase All Students Who Earned an Associate Degree for Transfer

Saddleback College will increase the All Students Who Earned an Associate Degree for Transfer from 635 in 2016-17 to 761 in 2021-22.

| DI Student Group  | # in 2016-17  | Expected # in 2021-22 | % Increase |
|---|---|-----------------------|------------|
| Ethnicity: Hispanic                                       | Not a disproportionately impacted group for this metric |                       |            |
| Economically Disadvantaged:<br>Economically Disadvantaged | Not a disproportionately impacted group for this metric |                       |            |

### Goal 5.2B: Increase All Students Who Transferred to a CSU or UC Institution

Saddleback College will increase the All Students Who Transferred to a CSU or UC Institution from 1,757 in 2016-17 to 1,847 in 2021-22.

| DI Student Group  | # in 2016-17  | Expected # in 2021-22 | % Increase |
|---|---|-----------------------|------------|
| Ethnicity: Hispanic                                       | 352   | 390                   | 11%        |
| Economically Disadvantaged:<br>Economically Disadvantaged | Not a disproportionately impacted group for this metric |                       |            |

### Goal 5.3A: Decrease Average Number of Units Accumulated by All Associate Degree Earners

Saddleback College will decrease the Average Number of Units Accumulated by All Associate Degree Earners from 89.92 in 2016-17 to 72 in 2021-22.

| DI Student Group  | # in 2016-17  | Expected # in 2021-22 | % Decrease |
|---|---|-----------------------|------------|
| Ethnicity: Hispanic                                       | Not a disproportionately impacted group for this metric |                       |            |
| Economically Disadvantaged:<br>Economically Disadvantaged | Not a disproportionately impacted group for this metric |                       |            |

### Goal 5.4A: Increase Median Annual Earnings of All Students

Saddleback College will increase the Median Annual Earnings of All Students from \$30,316 in 2016-17 to \$31,862 in 2021-22.

| DI Student Group  | \$ per year in 2016-17                                  | Expected \$ per year in 2021-22 | % Increase |
|---|---|---------------------------------|------------|
| Ethnicity: Hispanic                                       | Not a disproportionately impacted group for this metric |                                 |            |
| Economically Disadvantaged:<br>Economically Disadvantaged | Not a disproportionately impacted group for this metric |                                 |            |

### Goal 5.4B: Increase All Students Who Attained the Living Wage

Saddleback College will increase the All Students Who Attained the Living Wage from 40% in 2016-17 to 48% in 2021-22.

| DI Student Group  | % in 2016-17  | Expected % in 2021-22 | % Increase |
|---|---|-----------------------|------------|
| Ethnicity: Hispanic                                       | Not a disproportionately impacted group for this metric |                       |            |
| Economically Disadvantaged:<br>Economically Disadvantaged | Not a disproportionately impacted group for this metric |                       |            |

### Goal 5.4C: Increase All Students with a Job Closely Related to Their Field of Study

Saddleback College will increase the All Students with a Job Closely Related to Their Field of Study from 65% in 2016-17 to 78% in 2021-22.

| DI Student Group  | % in 2016-17  | Expected % in 2021-22 | % Increase |
|---|---|-----------------------|------------|
| Ethnicity: Hispanic                                       | Not a disproportionately impacted group for this metric |                       |            |
| Economically Disadvantaged:<br>Economically Disadvantaged | Not a disproportionately impacted group for this metric |                       |            |

## Additional Metrics

Metrics specified in the drop-down menu are available in the [Student Success Metrics](#) dashboard. Metrics selected are given baselines from the 'All Students' value on this dashboard, where available.

### Additional Goal 1

#### Metric

SM102 - Degree/Transfer Students

| Metric in 2016-17 | Expected metric in 2021-22 | % Increase |
|-------------------|----------------------------|------------|
| 9                 | 30                         | 233%       |

### Certification

#### Academic Senate President

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Awaiting Submittal

#### Board of Trustees President

T.J. Prendergast  
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Awaiting Submittal

#### Chief Executive Officer

Elliot Stern  
President  
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Awaiting Submittal



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# California Community Colleges

November 5, 2018

AA 18-59 | Via Email

TO: Chief Executive Officers  
Chief Instructional Officers  
Chief Student Services Officers  
Chief Business Officers  
Academic Senate Presidents  
Research and Planning Directors

FROM: Laura L. Hope  
Executive Vice Chancellor, Educational Services and Support

RE: Local Goal-Setting Guidance

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## **BACKGROUND**

In July 2017, the California Community Colleges (CCC) Chancellor's Office released *Vision for Success: Strengthening the California Community Colleges to Meet California's Needs*. Citing the economic and educational needs of California, this document established a vision for improvement, including clear goals and a set of commitments needed to reach those goals.

The *Vision for Success* deliberately included just a handful of concrete student outcome goals in order to establish a clear message about what matters most, and a clear and simple focus for the system as a whole. The ultimate aim of the CCCs is to help students complete their educational goals—whether a degree, certificate, transfer, or good job. The *Vision for Success* goals reflect this ultimate mission, as well as the need to serve the State of California efficiently and equitably.

## **Chancellor's Office, Academic Affairs**

1102 Q Street, Sacramento, California 95811 | Sixth Floor | 916.445.8752  
[www.CaliforniaCommunityColleges.cccco.edu](http://www.CaliforniaCommunityColleges.cccco.edu)

## Local Goal-Setting Guidance

November 5, 2018

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The goals of the Vision for Success are summarized as follows:

### **GOAL 1: Completion**

Systemwide, increase by at least 20 percent the number of CCC students annually who acquire associate degrees, credentials, certificates, or specific job skill sets that prepare them for in-demand jobs by 2021-22.

### **GOAL 2: Transfer**

Systemwide, increase by 35 percent the number of CCC students transferring annually to a UC or CSU by 2021-22.

### **GOAL 3: Unit Accumulation**

Systemwide, decrease the number of units accumulated by CCC students earning associate degrees, from an average of approximately 87 total units to an average of 79 total units by 2021-22.

### **GOAL 4: Workforce**

Systemwide, increase the percent of exiting CTE students who report being employed in their field of study, from the most recent statewide average of 69% to 76% by 2021-22.

### **GOAL 5: Equity**

Systemwide, reduce equity gaps across all of the above measures through faster improvements among traditionally underrepresented student groups, with the goal of cutting achievement gaps by 40 percent by 2021-22 and fully closing those achievement gaps for good by 2026-27.

In July 2018, the Governor and the Legislature established a new funding formula for the CCCs [[AB 1809](#), Chapter 33, Statutes of 2018]. That legislation also sought to more strongly link financial planning with broader educational planning. Specifically, it established that districts must take certain actions, including the adoption of college-level performance goals that:

- 1) Are aligned with the systemwide goals in the Vision for Success,
- 2) Are measurable numerically, and
- 3) Specify the timeline for improvement.

## Local Goal-Setting Guidance

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Additionally, the law specified that local community college boards of trustees must:

- 1) Adopt the goals at a board meeting,
- 2) Include in that meeting's agenda an explanation of how the goals are consistent and aligned with the systemwide goals, and
- 3) Provide the written agenda item and summary of action to the Chancellor's Office.

Finally, the law requires that each local board:

- 1) Align its comprehensive plan to its local goals and
- 2) Align its budget with the comprehensive plan.

The remainder of this document explains what districts should do to meet the requirements of the new law and provides guidance on how to take advantage of this unique opportunity to review data, establish or reaffirm college priorities, and set ambitious goals for the future. Consistent with the Vision goals, local goals must be aggressive and aspirational if we are to meet the State's needs.

### PROCESS AND TIMELINE

There are two firm deadlines associated with the local goal-setting process:

- By December 15, 2018: Colleges must certify to the Chancellor's Office that a process is underway to set measurable, aligned goals. This will be a simple certification process that can be done online.
- By May 31, 2019: District boards must adopt goals and submit them to the Chancellor's Office. This will be done using the online Local Goals Reporting Form that will be available by the end of 2018 and must be signed by the Board President, Chief Executive Officer, and Academic Senate President.

In order to meet the May 31 deadline, the Chancellor's Office suggests the following approach and timeline:

## Local Goal-Setting Guidance

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### Review of Baseline Data

*Recommended Timing: November-December, 2018*

Every year, districts should review the most recent data on their colleges' performance. From this year forward, districts should specifically use the new Student Success Metrics (formerly known as the Simplified Metrics) available on the Launchboard for this activity. The first version of this dashboard will be available by late October 2018 and will only include high-level data. By February 15, 2019, the dashboard will have the complete set of metrics and all the drill-downs for equity purposes. Compared to the Student Success Scorecard, the Student Success Metrics provide a narrower set of indicators specifically designed to be aligned with the systemwide goals in the Vision for Success. In preparation for setting local goals, districts should especially focus on the following indicators:

#### Completion Indicators:

- Completed associate degrees
- Completed CCCC-approved certificates

#### Transfer Indicators:

- Completed Associate Degrees for Transfer (ADT)
- Transfers to UC/CSU

#### Unit Accumulation indicator:

- Average units earned per completed associate degree

#### Workforce Indicators:

- Median annual earnings of exiting students
- Number of exiting students earning a living wage
- Percent of exiting CTE students who report being employed in their field of study

#### Equity Indicators:

- All of the above indicators disaggregated for those student groups identified as disproportionately impacted in your annual Equity Plan and available in the Student Success Metrics on the Launchboard

**Certify to Chancellor's Office that a Goal-Setting Process is Underway**

*Required by December 15, 2018*

College Chief Executive Officers (CEOs) will certify that a goal-setting process is underway or completed at their college using a simple template that the Chancellor's Office will provide in November 2018 through a survey instrument. College CEOs will communicate to the Board President that this certification has occurred.

**Review of Existing Plans and Priorities**

*Recommended timing: January, 2019*

Districts do not need to start this process with a blank slate. Virtually all colleges will have an existing strategic plan or educational master plan. These plans may also exist at the district level. Working together, district and college leaders should look to these plans to identify current improvement priorities as a starting point for developing local goals that comply with the requirements of the new law.

If existing plans already include numeric goals to improve degree/certificate attainment, transfer attainment, job placement, or wage gains, then district and college leaders should use those as a starting point, but they should review them in light of the most current data and the systemwide Vision for Success goals to evaluate if more ambitious goals are appropriate and necessary.

If existing plans have improvement goals but they are not stated in numeric terms and/or do not specify a timeline for achieving the goals, district and college leaders should use the local goal-setting process to develop those features and incorporate them into their strategic plans or educational master plans moving forward.

**Setting Goals**

*Recommended Timing: February-April, 2019*

The Chancellor's Office strongly encourages colleges to use the process of setting local goals as an opportunity for community dialogue about the priorities and performance of the college. Community forums, student focus groups, and the college's standard consultative practices are all sources of input for determining what the college aims to accomplish over the coming three years. Many colleges already have established processes and forums for identifying goals for the Institutional Effectiveness Partnership

## Local Goal-Setting Guidance

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Initiative or other initiatives. These can be re-purposed for the work of local goal setting as well.

As districts and colleges begin work on setting goals, the following discussion questions can be used to elicit feedback from a variety of stakeholders:

- 1) All CCCs are different. How is this one unique?
- 2) Strengths: Is this college strongest at helping students complete AA degrees and certificates? Transferring to a 4-year college? Reaching a workforce goal? In which of these areas can we build on our previous successes over the next three years? What is an ambitious target for excelling beyond our current performance by the year 2021-22?
- 3) Areas for improvement: Where could we be doing a better job in helping students reach their end goals? What is an ambitious but achievable target for improvement in these areas by the year 2021-22?
- 4) Our students on average take \_\_\_\_ units to complete a degree or transfer. Why is this? What is the impact on students and our college? How much can we improve in this area by the year 2021-22?
- 5) \_\_\_\_ percent of our CTE graduates find a job in their field of study. Is this a success story that we can build on or an area that needs improvement? How much could we improve by the year 2021-22?
- 6) Which of our student groups are most in need of support and assistance to reach their degree, transfer, or workforce goals? Where should we particularly focus our efforts to help them? What is an ambitious but achievable target for doing so by the year 2021-22?

Following their activities to gather input, college officials will need to work together with their district leadership to set a handful of specific, measurable goals for the following set of indicators:

## Local Goal-Setting Guidance

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### Completion Indicators:

- Completed associate degrees AND
- Completed CCCC-approved certificates

### Transfer Indicators:

- Completed ADT degrees OR
- Transfers to UC/CSU

### Unit Accumulation Indicator:

- Average units earned per completed associate degree

### Workforce Indicators:

- Median annual earnings of exiting students OR
- Number of exiting students earning a living wage OR
- Percent of exiting CTE students who report being employed in their field of study

### Equity Indicators:

- Each selected indicator from the above list, disaggregated for those student groups identified as disproportionately impacted in your annual Equity Plan and available in the Student Success Metrics on the Launchboard

Choosing from the above set of indicators, as specified, will ensure that districts and colleges are in compliance with the law. Of course, districts and colleges may choose to set more goals than the minimum required (e.g. choosing more than one workforce indicator listed above, or adding additional indicators from the Student Success Metrics, or adding other metrics that are important in the local context of the college). Districts may choose to report these additional metrics to the Chancellor's Office or to simply incorporate their additional goals into local plans and communications. However, since they are not required, additional goals and metrics will not be included in the system's reports on local goals. Ideally, a district's final set of goals will be narrow and targeted enough to help focus the entire college community on a plan of action.

### **Adopting Goals and Role of Local Boards**

Although colleges will lead the process of setting local goals, local boards of trustees will formally adopt each college's goals. To ensure that the goals being set are appropriate and in line with district needs and priorities, trustees should be seriously engaged in the



## Local Goal-Setting Guidance

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entire goal-setting process. Local board members may attend community forums and student groups as well as participate in standard consultative practices with stakeholder groups on campuses. It is the role of the board to balance the interests of many groups and approve goals that are best for students and the community at large. For this reason, boards should ensure that student voice is included in a meaningful way in the goal-setting process. Boards should also strive to approve goals that are equal in ambition to those established for the entire system in the Vision for Success. If there is a change in board leadership during this process, it is the CEO's responsibility to engage the new leadership in the goal-setting process.

Once goals are finalized in collaboration with district and college leadership, boards must include them in a written board meeting agenda and formally adopt them at a public meeting (as required by law). The written agenda item should include an explanation of how the goals are consistent and aligned with the systemwide goals articulated in the Vision for Success. By using the Local Goals Reporting Form that the Chancellor's Office will provide in December and the timeline outlined here, boards can be assured that the colleges are in compliance with this requirement.

### **Reporting Local Goals**

*Required by May 31, 2019*

The Chancellor's Office will provide a Local Goals Reporting Form—a fillable, online template to assist districts in reporting their goals in compliance with state requirements. This template will ask districts to express their goals using specified indicators from the Student Success Metrics on the Launchboard. For the purpose of uniformity, all goals should be reported with an endpoint of 2021-22.

When reporting their goals to the Chancellor's Office, boards should also submit the written agenda item regarding local goal setting and a summary of the board's action on the item (as required by law).

## Local Goal-Setting Guidance

November 5, 2018

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### **ASSISTANCE FOR DISTRICTS AND COLLEGES**

In addition to the process certification form and this accompanying guidance, the Chancellor's Office will develop the following resources by November, 2018 in order to assist districts in setting local goals:

- A one-stop shop on the Vision Resource Center that compiles all resources related to local goal setting,
- The Student Success Metrics data on the Launchboard for reviewing baseline data for the specific indicators that will be used in the goal-setting process,
- A Frequently Asked Questions document,
- An infographic and PowerPoint for explaining the goal-setting process to various audiences,
- An example of the Local Goals Reporting Form so colleges can start their work (a fillable, online version of this Form will be available in December).

### **PLAN AND BUDGET ALIGNMENT**

The law establishing the funding formula and local goal-setting process also requires that each district ultimately align its “comprehensive plan” with its adopted local goals and align its budget with the “comprehensive plan.”

By May 31, 2019, all CCCs will have established local goals in alignment with the systemwide goals established in the Vision for Success. Districts should consider incorporating their newly adopted local goals into their educational master plans, strategic plans, and other districtwide planning documents. The process of aligning the local goals to plans should be visible to the public and should also align with the district's budget allocation process.

Throughout 2019, the Chancellor's Office will be working to revise and combine reporting requirements for Guided Pathways, Student Equity, and other major reports to assist districts in fully complying with the requirement to align their comprehensive plans with local goals. The Chancellor's Office will also provide guidance around aligning budgets with comprehensive plans. Colleges will not be expected to submit their comprehensive plans and aligned budgets until May 31, 2020.

## Local Goal-Setting Guidance

November 5, 2018

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### TIMELINE

#### 2018

November: Release of guidance

Goal Process Certification sent to CEOs via survey instrument

Aggregate Student Success Metrics data available on the Launchboard for reviewing baseline data for the specific indicators that will be used in the goal-setting process

Following materials available on the Vision Resource Center:

- Guidance
- Link to the Student Success Metrics (formerly known as the Simplified Metrics) data on the Launchboard
- A Frequently Asked Questions document
- An infographic and PowerPoint for explaining the goal-setting process to various audiences
- An example of the Local Goals Reporting Form so colleges can start their work

December: Online, fillable Local Goals Reporting Form available on Vision Resource Center

December 15: Deadline for CEOs to submit Goal Process Certification to Chancellor's Office

#### 2019

February 15: The Launchboard will have the complete set of Student Success Metrics and all the drill-downs for equity purposes

May 31: Deadline for districts and colleges to submit the completed Local Goals Reporting Form to the Chancellor's Office

Summer: Chancellor's Office releases streamlined reporting requirements

**Local Goal-Setting Guidance**

November 5, 2018

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**CONCLUSION**

The Chancellor's Office encourages all colleges to treat the new local goal-setting requirement as much more than a compliance exercise. It is an opportunity to bring together college personnel, district leaders, students, and communities to ensure that every college has a clear, shared vision for student success. Once established, this shared vision can provide a foundation for planning, prioritizing, and making decisions, improvements, and adjustments along the way. Beyond these internal benefits, the local goal-setting process is an opportunity for the CCC system to show California that it is committed to their mission of helping all students reach their educational goals. Working together as a system, we can meet our ambitious systemwide goals for improvement.

cc: Sandy Fried, Foundation for California Community Colleges  
Stacy Fisher, Foundation for California Community Colleges  
Kevin Wutke, Foundation for California Community Colleges

**TO:** Board of Trustees

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

**RE:** |SOCCCD: Student Equity Plan Report|

**ACTION:** Review and Study

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### **BACKGROUND**

In November 2002 the Board of Governors adopted the recommendations of the Task Force on Equity and Diversity to implement Title 5 regulations requiring colleges to develop a Student Equity Plan (SEP). SB1456 has since served as the impetus to review and update the student equity planning process. The plans focus on access, fall to spring retention, completion of transfer level math and English, award completion, and transfer to a four-year institution as measured by success indicators linked to the *CCC Student Success Metrics*. During spring 2013, Irvine Valley College and Saddleback College established Student Equity workgroups; their primary focus was to review and discuss local data, identify disproportionately impacted students and update and revise the 2005 Student Equity Plans.

The Board of Governors has made student equity planning a minimum standard for receipt of state Student Equity and Achievement Program (SEAP) funding. Since the January 2014 initial funding, the governor confirmed the 2019-20 budget with the commitment to support the Vision of Success Plan by closing the achievement gaps in access and success for underrepresented student groups.

### **STATUS**

After the development of the 2014 Student Equity Plan and subsequent update in 2016, the progress of the plan is now reported through the SEAP. Both colleges have been working on the implementation of activities to improve student success as outlined in each plan.

Representatives from Saddleback College and Irvine Valley College will present information on the 2019-2020 Student Equity Plans. The colleges' 2019-2020 Student Equity Plan presentations, marked as Exhibit A and B, are attached for review and study.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees review and study the 2019-2020 Student Equity Plans submitted by Saddleback and Irvine Valley Colleges which will be brought back in May 2019 for a request to approve.

Item Submitted By: *Dr. Elliot Stern, President, Saddleback College*  
*Dr. Glenn R. Roquemore, President, Irvine Valley College*



## 2019-22 Student Equity Plan

(For Planning Purposes Only)

1. In the chart below the three-year goal for each metric based on data for the college's overall student population and identify the activities that support goal attainment.

| Metric  | Current Baseline Data for Overall Student Population | Goals for Overall Student Population                             | Activities that support the goal  |
|---|--|--|---|
| <i>Access: Successful Enrollment</i>  | 53%  | Increase conversion rate by 1% each fall term                    | Targeted outreach, student onboarding through a success coach, provide transitional support to students via peer ambassador; financial aid specialist and other targeted events for the DI groups.  |
| <i>Retention: Fall to Spring</i>  | 71%  | Increase fall to spring retention rate by 1% for each new cohort | Using scalable, high touch solutions to keep students on track through counseling, mentoring, embedded tutoring, zero-cost textbooks support, and direct financial services to students (gas cards, groceries cards, and textbooks). Also, launch an onboarding survey to all students in the DI groups |
| <i>Transfer to a four-year institution</i>  | 12%  | Increase transfer-outs by 2% annually.                           | More timely and efficient degree auditing mechanisms that alert the student to progress, such as auto-confer awarding. Development of a smart schedule and implementation of Guided Pathways. Provide transfer peer mentors for DI groups.  |
| <i>Completion of transfer level math and English</i>  | 12%  | Increase by 2% annually.   | Implementation of AB705 has directly impacted the number of students who complete. Provide additional tutoring to the DI groups and professional development activities to promote culturally responsive andragogy.   |
| <i>Earned credit certificate over 18 units, associate degree, CCC bachelor's degree (Now Called Vision Goal Completion)</i> | 3%   | Increase by 5% annually.   | Develop and implement a timely and efficient degree auditing mechanisms that alert the student to progress — such as auto-confer awarding — development of a smart schedule and implementation of Guided Pathways.  |



## 2019-22 Student Equity Plan

(For Planning Purposes Only)

2. In the chart below enter the three-year goal for each student equity population shown to be disproportionately impacted in each metric and identify the activities that support goal attainment.

| Demographic   | Gender | Metric   | Baseline Headcount | Narrow gap within 2% of closing | Full Equity | Net Goal (reduce gap by 40%) |
|---|--------|--|--------------------|---------------------------------|-------------|------------------------------|
| Economically Disadvantaged  | Female | Retained from Fall to Spring at the Same College                                     | 4381               | 4455                            | 4582        | 80                           |
| <b>Key Activities Planned for 2019-2022:</b><br>Counseling, mentoring, tutoring, zero-cost, textbooks and professional development for faculty and classified staff |        |  |                    |                                 |             |                              |
| Economically Disadvantaged  | Male   | Retained from Fall to Spring at the Same College                                     | 3192               | 3202                            | 3294        | 41                           |
| <b>Key Activities Planned for 2019-2022:</b><br>Counseling, mentoring, tutoring, zero-cost, textbooks and professional development for faculty and classified staff |        |  |                    |                                 |             |                              |
| Hispanic or Latino  | Male   | Transferred to a Four-Year Institution   | 220                | 230                             | 284         | 26                           |
| <b>Key Activities Planned for 2019-2022:</b><br>Counseling, mentoring and engagement activities for students on and off campus                                      |        |  |                    |                                 |             |                              |
| Hispanic or Latino  | Female | Retained from Fall to Spring at the Same College                                     | 2503               | 2601                            | 2675        | 69                           |
| <b>Key Activities Planned for 2019-2022:</b><br>Counseling, mentoring, tutoring, zero-cost, textbooks and professional development for faculty and classified staff |        |  |                    |                                 |             |                              |
| Hispanic or Latino  | Female | Completed Both Transfer-Level Math and English Within the District in the First Year | 42                 | 51                              | 60          | 7                            |
| <b>Key Activities Planned for 2019-2022:</b><br>Provide SEP-funded tutoring for English and Math; embedded tutors.  |        |  |                    |                                 |             |                              |
| Hispanic or Latino  | Male   | Completed Both Transfer-Level Math and English Within the District in the First Year | 42                 | 50                              | 59          | 7                            |
| <b>Key Activities Planned for 2019-2022:</b><br>Provide SEP-funded tutoring for English and Math; embedded tutors.  |        |  |                    |                                 |             |                              |





## 2019-22 Student Equity Plan

(For Planning Purposes Only)

3. Outline a process and schedule for evaluating the progress made toward meeting your student equity goals. (500 words max)

*The goals outlined in this SEP plan will be distributed to SEAP workgroup members so that they are aware of the annual and 3-year goals for the college. Our college will assess progress on each metric at each semester in consultation with the new Student Equity and Achievement Plan workgroup. Quantifiable progress will be pulled by the Office of Research, Planning, and Accreditation. On a semester by semester basis, data on DI outcomes and the progress to date will be distributed to SEAP workgroup members. SEAP workgroup members will collaborate to discuss existing strategies and opportunities to move the needle on outcomes further. SEAP workgroup members will make recommendations for final decisions to the Student Success Coordinating Committee. Any significant changes in activities may additionally be vetted through the college's Consultation Council. And, any shift in activities will need to be supported by data, research, and outcomes. Regularly, the administrator who has oversight of the activities supporting the goals in the SEP, will keep track of progress on activities, ensure that these activities abide by SEP funding guidelines, and assess the extent to which the activities are in alignment with stated goals.*

*Additionally, the administrator receiving support from SEP will oversee the alignment of activities to the Vision for Success, District, and College Strategic plans. On an annual basis, a summary of activities and outcomes on the stated goals above will be provided to the college's main planning and governance groups and the administrator who has the oversight of the SEP college-wide. Finally, SEAP outcomes will be addressed concerning other scaling out programs such as College Promise and Guided Pathways, to ensure that activities set in the SEP plan are part of the broader picture to achieve optimal student completion outcomes.*

4. How will your college ensure coordination across student equity-related categorical programs or campus-based programs? (500 words max)

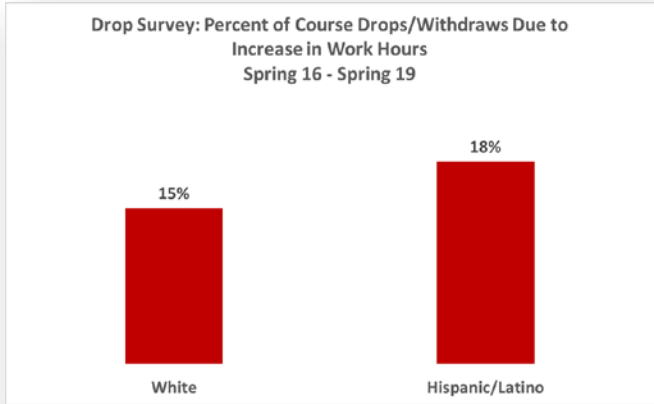
*The efforts under the Student Equity Plan will be reviewed and discussed through the new SEAP workgroup, which consists of a cross-functional team of faculty, administrators and classified staff. This workgroup will continuously assess coordination and integration of efforts across programs and, importantly, across plans.*

5. Each college must create an executive summary that includes, at a minimum, the Student Equity goals for each required student group, the activities the college will undertake to achieve these goals and the resources budgeted for these activities. The executive summary for this plan must also include an accounting of how Student Equity funding for 2015-16, 2016-17 and 2017-18 was expended and an assessment of the progress made in achieving the identified goals from prior year plans. The summary must also include the name of the college or district official to contact for further information. The executive summary must be posted to the college website. Provide a link to your college's executive summary below:



## 2019-22 Student Equity Plan

(For Planning Purposes Only)

| 2017-2019 Student Equity/Integrated Goals for each required student group   |                              |                              | <b>Progress Toward Identified Goals in 2018-2019:</b><br><i>The college assessed non-academic barriers, which was the KPI stated on the Integrated Plan. Using the drop survey, the college was able to better understand the reasons that students chose for dropping the course. The drop survey highlighted areas where disproportionately impacted students struggle in terms of staying in the class. While the last Integrated Plan goal was to establish a baseline, going forward the college plans on honing in on targets for the new disproportionate impact indicators. For example, we will continue to look at our economically disadvantaged students and Latinx students and their common reasons for dropping the course (refer to chart below). From there, action planning and goals will be addressed. Mitigating attrition is one of the college's top priorities.</i> |
|---|------------------------------|------------------------------|---|
| College Activities to achieve these goals   | 2017-2018 Resources Expended | 2018-2019 Resources Budgeted |   |
| Non-academic barriers and services  |                              |                              |   |
| School Survival Kits  | 0.00                         | 0.00                         |   |
| Book Grant Program  | 25,000.00                    | 34,500.00                    |   |
| Bus Passes & Gas Cards  | 70,000.00                    | 40,000.00                    |   |
| Grocery Cards   | 190,000.00                   | 100,897.00                   |   |
| <b>Subtotal</b>   | <b>285,000.00</b>            | <b>175,397.00</b>            |   |
| <b>Activity Summary for 2018-2019:</b> <i>The college has provided a suite of new supports for students experiencing issues with non-academic barriers. In partnership with our Health Center, SEP funds provide students with additional resources and support for food insecurity, transportation needs, and collage materials (survival kits). These services are intended to reduce psychosocial stressors that could lead to drop out or extended time-to-degree among our disproportionately impacted students. Our newly hired SEP researcher will be assessing the relationship between providing services and student outcomes. The SEP administrator will determine the frequency of outcomes assessment needed to ensure that results are aligned with moving the equity agenda.</i> |                              |                              |  <p><b>KPI/Target:</b> Establish Baseline<br/> <b>KPI/Target Outcome:</b> Met</p>   |



## 2019-22 Student Equity Plan

(For Planning Purposes Only)

| 2017-2019 Student Equity/Integrated Goals for each required student group  |                              |                              | <p><b>Progress Toward Identified Goals for 2018-2019:</b> The college focused on assessing applications from special populations. That is, access is identified as the number of students from historically underserved populations such as DSPS, EOPS/CARE, Veterans, Foster Youth and CalWorks who submit an application to the college. Many of these students struggle in the onboarding process and it is a feat to get these populations to even start college. Thanks to support from counselors, a concerted effort has been made through the activities described, and, as a result many of the special populations have realized gains in application volume. In terms of tutoring, the Integrated Plan called out an increase in hours spent in basic skills tutoring. With AB 705, the college has chosen to shift funding from basic skills to support AB 705 through the SEAP workgroup.</p> |
|--|------------------------------|------------------------------|--|
| College Activities to achieve these goals  | 2017-2018 Resources Expended | 2018-2019 Resources Budgeted |  |
| Access and support programs  |                              |                              |  |
| PT Vets Counselor (3)  | 32,800.00                    | 0.00                         |  |
| PT FY Counselor (3)  | 120,000.00                   | 202,606.00                   |  |
| PT CLASE Counselor (3)   | 100,000.00                   | 107,262.00                   |  |
| PT CLASE Student & Alum Mentors  | 60,000.00                    | 65,926.00                    |  |
| Office Supplies for student use  | 1,000.00                     | 1,000.00                     |  |
| Printing materials for mentor program  | 1,000.00                     | 1,000.00                     |  |
| Food & Bev for CLASE events  | 3,000.00                     | 2,000.00                     |  |
| CLASE Tours Transportation   | 0.00                         | 900.00                       |  |
| PT Vets Tutoring   | 0.00                         | 0.00                         |  |
| <b>Subtotal</b>  | <b>317,800.00</b>            | <b>380,694.00</b>            |  |
| <p><b>Activity Summary for 2018-2019:</b> A variety of activities have been provided to ensure that students are on-boarded, monitored and assisted with the services they need to enter into our college. As a result, we have seen an increase in the percentage of applicants from special programs in the last three years, which was one of our 2017 Integrated Planning goals for access. For access to transfer services, we plan to focus on Hispanic students through, CLASE, a Hispanic-student serving transfer mentoring program, as Hispanic students continue to be disproportionately impacted in terms of transfer to UC/CSU or other schools. We have redirected funds from Vets counseling (now not a DI area) to support more significant volumes of students such as those who are low-income or Hispanic and who have a higher disproportionate impact.</p> |                              |                              |  |

### Application Volumes: Special Populations

| SubGroup     | Fall 16 | Fall 17 | Fall 18 |
|--------------|---------|---------|---------|
| DSPS         | 3.4%    | 4.0%    | 5.2%    |
| EOPS         | 5.2%    | 5.5%    | 6.0%    |
| Veterans     | 2.9%    | 2.9%    | 3.0%    |
| Foster Youth | 1.0%    | 0.9%    | 1.2%    |
| CalWorks     | 3.8%    | 3.9%    | 3.8%    |

**KPI/Target:** Establish Baseline

**KPI/Target Outcome:** Met (for Applications)

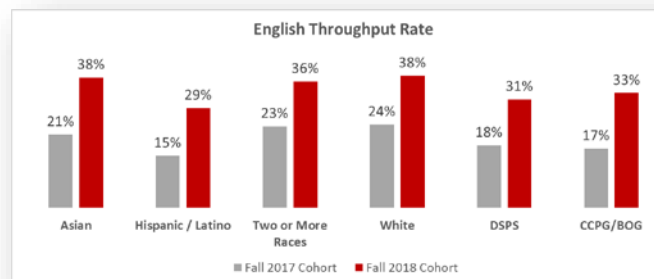


## 2019-22 Student Equity Plan

(For Planning Purposes Only)

| 2017-2019 Student Equity/Integrated Goals for each required student group   |                              |                              |
|---|------------------------------|------------------------------|
| College Activities to achieve these goals   | 2017-2018 Resources Expended | 2018-2019 Resources Budgeted |
| <b>Completion of transfer-level Math and English courses</b>  |                              |                              |
| PT Learning Assistant Specialist  | 40,000.00                    | 52,619.00                    |
| Online Educational Resource Faculty Stipends  | 15,000.00                    | 11,918.00                    |
| Online Educational Resource Online Licensing/ E-books   | 1,000.00                     | 13,082.00                    |
| PT Embedded Tutors  | 10,000.00                    | 10,910.00                    |
| <b>Subtotal</b>   | <b>66,000.00</b>             | <b>88,529.00</b>             |
| <b>Activity Summary for 2018-2019:</b> Ensuring that students achieve higher throughput rates in college-level math and English is a priority for our college, given the disproportionate impact of course completion in English and Math. Our new SEP researcher has illustrated that with the implementation of AB 705 and supporting services such as embedded tutoring, tutoring, and zero-cost textbooks, the college has dramatically elevated performance in passing college-level English and Math. The bar has been raised for all ethnic groups, and gaps have been closed for all but African American students. Our priority now is focused on equity and andragogy, and continuing to support through previously funded efforts. Culturally responsive teaching in the classroom is intended to be part of our new equity plan and we will be working with our new SEP researcher and faculty to determine ways to measure success outside of course pass rates. Also, our college has realized the benefits of providing zero-cost textbooks, as course materials are often prohibitive and deter disproportionately impacted students from staying in class. Our drop survey data has shown that Hispanic students need to work more hours at a higher rate than white students, and we hope to prioritize a zero-cost textbook campaign for low income and Hispanic students. |                              |                              |

**Progress Toward Identified Goals for 2018-2019:** The prior Integrated Plan acknowledged the ever-changing landscape with AB 705. Our goal was to simply increase the percent of students completing college-level math and English. Because of staggered roll-outs with math and English, we were uncertain of what the global success rate would be for the college. With a year behind us and forthcoming math releases of college courses due in 2019 and beyond, we have set our college Vision for Success goal to a 2% increase in the percentage of students completing college-level math and English. Within equity, we hope to close the achievement gaps for those disproportionately impacted by 40%. Continued funding from SEP is needed to target higher successful completion rates among Latinx student (+16%). As can be seen below, AB 705 has raised successful completion for all ethnic groups but has not yet reduce equity achievement gaps.



**KPI/Target:** Increase percent completing college-level English/math  
**KPI/Target Outcome:** Met for overall population, not met for DI groups



## 2019-22 Student Equity Plan

(For Planning Purposes Only)

| 2017-2019 Student Equity/Integrated Goals for each required student group<br>Course Success and Transfer   |                              |                              |
|--|------------------------------|------------------------------|
| College Activities to achieve these goals  | 2017-2018 Resources Expended | 2018-2019 Resources Budgeted |
| <b>Outcomes for disproportionately impacted students</b>   |                              |                              |
| FT VETS Program Outreach Specialist  | 16,874.00                    | 0.00                         |
| PT VETS Project Specialist (NBUs)  | 9,504.00                     | 0.00                         |
| FT Outreach Program Specialist   | 0.00                         | 0.00                         |
| FT SEP Program Specialist  | 0.00                         | 103,697.00                   |
| PT Outreach Project Spec. (NBUs)   | 55,000.00                    | 60,006.00                    |
| FT Financial Aid Specialist  | 125,000.00                   | 99,331.00                    |
| PT Financial Aid Ambassadors (NBUs)  | 55,000.00                    | 60,006.00                    |
| Research Analyst   | 55,000.00                    | 118,453.00                   |
| Senior Research Analyst salary   | 85,000.00                    | 22,892.00                    |
| FT Sr. Administrative Assistant  | 120,000.00                   | 105,344.00                   |
| FT SEP Manager/Coordinator   | 0.00                         | 0.00                         |
| SEP Professional Dev. & Mileage  | 15,000.00                    | 9,000.00                     |
| Program Office Supplies  | 3,999.00                     | 1,500.00                     |
| Speaker  | 20,000.00                    | 7,828.00                     |
| Program District Events  | 6,000.00                     | 2,500.00                     |
| Advertising  | 1,000.00                     | 1,000.00                     |
| <b>Subtotal</b>  | <b>567,377.00</b>            | <b>591,557.00</b>            |
| <b>Activity Summary for 2018-2019:</b> A collection of supporting mechanisms, through providing high-touch human services to increasing data understanding and analysis of SEP-related outcomes, and creating awareness of equity issues through supporting speakers and professional development are part of the equity plan. These services are ongoing operational and maintain touchpoints realized through specific equity activities, with students and faculty. |                              |                              |
| <b>Grand Total</b>   | <b>1,236,177.00</b>          | <b>1,236,177.00</b>          |

**Fall 2018 College Level Credit Course Outcomes and Percentage Point Gap (PPG)**

| Ethnicity                           | Success Rate | Overall Success Rate | PPG |
|-------------------------------------|--------------|----------------------|-----|
| Black or African American           | 67%          | 76%                  | -9% |
| American Indian or Alaska Native    | 71%          | 76%                  | -6% |
| Hispanic / Latino                   | 72%          | 76%                  | -4% |
| Two or More Races                   | 73%          | 76%                  | -4% |
| Unreported or Unknown               | 78%          | 76%                  | 1%  |
| White                               | 78%          | 76%                  | 2%  |
| Native Hawaiian or Pacific Islander | 79%          | 76%                  | 3%  |
| Asian                               | 80%          | 76%                  | 4%  |

**Progress Toward Identified Goals for 2018-2019:** For college credit course completion for disproportionately impacted students, we focused on ethnic groups that were more than six percentage points from the top-performing group. We still have an equity issue with Black/African American students under-performing. The state has also now provided a formula for standardizing gaps (PPG) and so we have adjusted thresholds. The number of ethnic groups that are more than 6 percentage points below is still 1 (Black/African American). In addition to focusing on Black/African American course success, the college has chosen Latinx students, due to the large number of students (+500) who fall under the overall performance threshold.

The College Promise Program at Saddleback has been a very big success. We will be taking the best practices from the Promise and infusing this into a college-wide plan. For transfer volume, the college we predicted a 1% increase in transfers. In terms of actuals-to-date, for degree and transfer prepared goals, the KPI's were for the 2018-2019 cohort are too early to realize: we do not have data to reflect outcomes as it is still too early.

**KPI/Target:** Decrease equity gaps for groups more than 6% underperforming; using the new state funding formula reduce negative gaps  
**KPI/Target Outcome:** Not Met



## 2019-22 Student Equity Plan (For Planning Purposes Only)

### Summary of Activities

## Metrics & Goals of Integrated Plan – SEP Lens

| Integrated Plan Goal                           | Metric  | Target   | Outcome  |
|--|---|--|--|
| Identify non-academic barriers                 | Course drop survey  | Establish baseline   | Target Met   |
| ↑ Access and support                           | % of applications from special populations; % obtaining support | ↑ 1% annually  | Target partially met   |
| ↑ Transfer-level math and English              | Completion of college-level courses                             | ↑ 2% annually  | Target Met   |
| ↑ Degrees, certificates, transfer              | SPAR, transfer-outs   | ↑ 1% annually  | Target Not Met; too early  |
| ↓ Disproportionately impacted success outcomes | Performance in college-level credit courses                     | Fewer ethnic groups more than 6% lower than the highest performing group | Target not Met; New State-mandate formula (PPG) an focus area on "lost" Latinx |





## 2019-22 Student Equity Plan (For Planning Purposes Only)

### New Core Equity Metrics and DI Goals

| Equity Metric                                | College Goal                                  | DI Target Groups?                    | Disproportionate Impact (DI) Goal | % Change by Year 2022 to Achieve DI Goal           |
|--|---|--------------------------------------|-----------------------------------|--|
| Access                                       | ↑ 1% special population applications annually | College-wide                         | --                                | --   |
| Retention in fall and spring                 | ↑ 1% rate for new cohorts annually            | Latinx<br>Economically Disadvantaged | ↓ Equity gaps by 40%              | ↑ 2.7% Latinx<br>↑ 1.5% Economically Disadvantaged |
| Completion of transfer level math or English | ↑ 2% annually                                 | Latinx                               | ↓ Equity gaps by 40%              | ↑ 16% Latinx                                       |
| Award Completion                             | ↑ 2.1% annually                               | College-wide                         | --                                | --   |
| Transfer-outs to 4 Year *                    | ↑ 5% annually                                 | Latinx                               | ↓ Equity gaps by 40%              | ↑ 11.8% Latinx                                     |

\*Shared KPI in Vision for Success and aligns with college-approved Vision for Success Goal (Latinx)





## 2019-22 Student Equity Plan

(For Planning Purposes Only)

Identify one individual to serve as the point of contact for your college (with an alternate) for the Equity Plan and provide the following information for that person:

### Point of Contact:

Name Georgina Guy., Psy.D  
Title Dean of Student Equity and Special Programs  
Email Address gguy@saddleback.edu  
Phone (949) 582-4738

### Alternate Point of Contact:

Name Jennifer Klein  
Title Director of Research, Planning and Accreditation, Research, Planning, and Accreditation  
Email Address JKlein26@saddleback.edu  
Phone (949) 582-4565



## 2019-22 Student Equity Plan

(For Planning Purposes Only)

### Approval and Signature Page

College: Saddleback College District: South Orange County Community College District

Board of Trustees Approval Date: \_\_\_\_\_

We certify the review and approval of the 2017-19 Integrated Plan by the district board of trustees on the date shown above. We also certify that the goals, strategies, and activities represented in this plan meet the legislative and regulatory intent of the Student Equity and Achievement program and that funds allocated will be spent according to law, regulation and expenditure guidelines published by the California Community Colleges Chancellor's Office.

|                      |      |               |
|----------------------|------|---------------|
| Chancellor/President | Date | Email Address |
|----------------------|------|---------------|

|                        |      |               |
|------------------------|------|---------------|
| Chief Business Officer | Date | Email Address |
|------------------------|------|---------------|

|                             |      |               |
|-----------------------------|------|---------------|
| Chief Instructional Officer | Date | Email Address |
|-----------------------------|------|---------------|

|                                |      |               |
|--------------------------------|------|---------------|
| Chief Student Services Officer | Date | Email Address |
|--------------------------------|------|---------------|

|                            |      |               |
|----------------------------|------|---------------|
| President, Academic Senate | Date | Email Address |
|----------------------------|------|---------------|

Irvine Valley College  
Student Equity & Achievement  
Plan  
2019- 2022



1. In the chart below the three-year goal for each metric based on data for the college's overall student population and identify the activities that support goal attainment.

| Metric   | Baseline<br>(2017-2018) | Target<br>(2021-2022) |
|--|-------------------------|-----------------------|
| <b>Access: Successful Enrollment</b>                             | 20,090                  | 21,095<br>(= +5%)     |
| <b>Retention: Fall to Spring</b>                                 | 10,547                  | 11,074<br>(= +5%)     |
| <b>Completion of Transfer Level Math &amp; English in 1 year</b> | 569                     | 683<br>(= +20%)       |
| <b>Certificates and Degrees</b>                                  | 1,278                   | 1,534<br>(= +20%)     |
| <b>Transfer to a Four-Year Institution</b>                       | 2,408<br>(2016-17)      | 3,251<br>(= +35%)     |

#### Activities that support goal attainment

##### Access: Successful Enrollment

Outreach Department provides services to our feeder high schools to ensure students and families receive necessary information related to admissions, financial aid, and matriculation.

The Outreach Department has Student Services Team representing Admissions, Financial Aid, Matriculation, and Counseling who are assigned to each of our service area high schools to provide critical and on-time on-boarding support for our new and prospective students.

The Irvine Valley Promise Program provides financial support and academic enrichment to first time students to college to ensure a positive transition to college life and curriculum.

Counseling and Educational Planning Services require students to complete their initial academic plan prior to enrolling (a MAP lab offers students assistance to complete their plan) and are instructed by discipline faculty mentors who provide career advisement.

The college's Guided Self-Placement tool (in accordance with AB705) ensures incoming students are placed appropriately to accelerate time to degree.

Irvine Valley College's ESL department provides admissions and matriculation services (including bilingual staffing) to provide increased access and enrollment to the college.

IVC's Freshman Advantage program provides priority registration for those students who complete their matriculation steps 2-3 weeks prior to the date registration times are set. Through our matriculation efforts on high school campuses and Fast Fridays on campus (matriculation day-long sessions to help students complete their matriculation steps) we are looking to increase the number of students who qualify for Freshman Advantage.

Credit students can complete orientation online or in-person to reduce barriers to enrollment. The IVC AESL program offers in-person orientation to all non-credit students.

IVC's Laser Week/Laser Day program is an in-person orientation session designed to help students clarify their academic/career path by providing academic success strategies and academic school specific orientations. Laser Week/Laser Day services approximately 500-700 students per day.

##### Retention: Fall to Spring

IVC offers Early Alerts (Extremely Early Support Innovation) to identify students who may be at risk for probation/dismissal. Counselors and select staff can view when instructors reach out to students to offer support/resources. The college also offers probation and dismissal workshops to assist students in getting back on track academically.

The IVC Math Center provides drop-in tutoring support to students enrolled in Basic Skills Math courses.

Furthermore, the Student Success Center also offers online and in-person tutoring support. The Student Success Center also offers computer lab access to provide students with access to specialized software for their coursework. Furthermore, the Student Success Center hours have been expanded to serve students on Saturdays. The Center also offers DSPS, EOPS, Re-Entry, Guardian Scholars, and Veteran students with up to two hours per week for up to three courses to provide additional support for these student populations.

### Activities that support goal attainment

The Summer Bridge Program is a transition program offered each summer to help underrepresented students (Hispanic/Latino & Low SES) better transition to college. The program consists of two faculty taught courses taken during the summer, providing information and guidance as to how to effectively adjust to college life and achieve one's goals (e.g., transfer, degree/certificate).

IVC has developed multicultural programming to acknowledge and affirm ethnic identities and to increase cultural awareness on the campus. IVC continues to grow and expand its cultural programming to provide a safe space and healthy campus climate which has positive associations with increasing retention among historically underrepresented student populations.

### Completion of Transfer Level Math & English in 1 year

IVC offers an accelerated pre-college writing (English course) which combines three lower level writing courses to provide students with an opportunity to complete their first transfer level English course in a maximum of two semesters.

Both the Math and English Departments have developed course mapping in response to AB705 to accelerate completion of Math and English coursework. The use of multiple measures has increased placement into transfer level Math and English.

The Guided Self Placement (GSP) tool is recommended for students to place them into courses that align with their degree of readiness for college level coursework.

### Certificates and Degrees

IVC has piloted a program that notifies students who have met requirements for degrees or certificates of achievements.

This pilot program identifies students who are eligible or close to fulfilling the requirements for those degrees/certificates and messages them to apply for the award through the Awards Management System and by speaking with a counselor

IVC has begun to scale its academic and career pathways through a variety of methods including mapping of careers, developing interest clusters, and soliciting student feedback throughout the process. Student feedback has primarily driven the grouping and mapping of courses to ensure the path is simple for students entering on through degree completion.

Our Summer Bridge program will be scaled up to serve a larger amount of students to help them transition to college; the data has shown that through the Summer Bridge program, students develop the academic and social skills necessary to actualize their education and career goals. The Summer Bridge program ensures students receive advisement that is relevant to their pathway, learn about opportunities for engagement that support their goals, and have the resources and services available to them to be successful students.

The college's Disabled Students Programs and Services (DSPS) department offers a variety of support for students including accommodations, specialized counseling and advising, priority registration, and other adaptive resources to support students in actualizing their graduation and career goals.

### Transfer to a Four-Year Institution

The IVC Transfer Center provides workshops, advisement, and university tours to students

The Transfer Center also provides transfer information nights to prospective IVC students to give them information on transfer and time-to-degree prior to their enrollment at IVC

The Transfer Center hosts workshops and provides support for students to understand the Associate Degree of Transfer for guaranteed transfer to a CSU

IVC hosts universities and college representatives to provide institution-specific information and support

The IVC Honors Program provides enrichment opportunities (Honors coursework), priority registration, and has partnerships with top universities including UCLA and UCI to provide IVC students with pathways to transfer

The Honors Program also has designated counselors who advise students on their transfer pathways, articulation, transfer benefits, and the application process to a four-year university

2a. In the chart below enter the three-year goal for each student equity population shown to be disproportionately impacted in each metric and identify the activities that support goal attainment.

| Demographic   | Gender | Baseline | Minimum Equity | Full Equity | Goal<br>(40% gap decrease) |
|---|--------|----------|----------------|-------------|----------------------------|
| <b>Enrolled in the Same Community College</b>   |        |          |                |             |                            |
| Disabled  | Female | 352      | 364            | 380         | 352                        |
| Hispanic or Latino  | Female | 2388     | 2805           | 2924        | 2710                       |
| Black or African American   | Female | 303      | 368            | 384         | 352                        |
| Some other race   | Female | 82       | 156            | 163         | 82                         |
| Native Hawaiian or other PI   | Female | 39       | 56             | 58          | 39                         |
| American Indian or Alaska Native  | Female | 41       | 49             | 51          | 41                         |
| Black or African American   | Male   | 274      | 305            | 318         | 300                        |
| Some other race   | Male   | 83       | 151            | 158         | 83                         |
| Native Hawaiian or other PI   | Male   | 29       | 38             | 39          | 29                         |
| Foster Youth  | Female | 77       | 101            | 105         | 94                         |
| Foster Youth  | Male   | 31       | 40             | 42          | 38                         |
| LGBT  | Female | 389      | 596            | 622         | 529                        |
| LGBT  | Male   | 330      | 526            | 549         | 461                        |
| <b>Retained from Fall to Spring at the Same College</b>                                     |        |          |                |             |                            |
| Economically Disadvantaged  | Female | 2643     | 2643           | 2720        | 2689                       |
| Hispanic or Latino  | Female | 1191     | 1215           | 1251        | 1227                       |
| Native Hawaiian or other PI   | Female | 7        | 11             | 11          | 7                          |
| White   | Male   | 1700     | 1712           | 1763        | 1700                       |
| Hispanic or Latino  | Male   | 1065     | 1095           | 1127        | 1102                       |
| Black or African American   | Male   | 74       | 88             | 90          | 84                         |
| Some other race   | Male   | 45       | 52             | 54          | 45                         |
| American Indian or Alaska Native  | Male   | N/A      | 1              | 1           | 1                          |
| LGBT  | Female | 119      | 139            | 143         | 133                        |
| LGBT  | Male   | 99       | 115            | 118         | 110                        |
| Veteran   | Male   | 143      | 165            | 170         | 159                        |
| <b>Completed Both Transfer-Level Math and English Within the District in the First Year</b> |        |          |                |             |                            |
| Economically Disadvantaged  | Male   | 126      | 141            | 155         | 126                        |
| Hispanic or Latino  | Female | 53       | 72             | 79          | 69                         |
| American Indian or Alaska Native  | Female | N/A      | 1              | 1           | 1                          |
| Native Hawaiian or other PI   | Female | N/A      | 1              | 1           | 1                          |
| Hispanic or Latino  | Male   | 51       | 76             | 83          | 70                         |
| LGBT  | Male   | 1        | 7              | 8           | 5                          |
| Veteran   | Male   | 2        | 4              | 5           | 4                          |
| <b>Certificates and Degrees</b>   |        |          |                |             |                            |
| Some other race   | Female | 5        | 11             | 14          | 5                          |
| American Indian or Alaska Native  | Female | N/A      | 1              | 1           | 1                          |
| Some other race   | Male   | 5        | 7              | 9           | 5                          |
| Foster Youth  | Male   | 4        | 6              | 7           | 6                          |

| Demographic                                   | Gender | Baseline | Minimum Equity | Full Equity | Goal<br>(40% gap decrease) |
|---|--------|----------|----------------|-------------|----------------------------|
| LGBT  | Female | 13       | 16             | 19          | 17                         |
| <b>Transferred to a Four-Year Institution</b> |        |          |                |             |                            |
| Native Hawaiian or other PI                   | Female | 2        | 3              | 4           | 2                          |
| American Indian or Alaska Native              | Female | 1        | 1              | 2           | 1                          |
| Black or African American                     | Male   | 18       | 18             | 23          | 21                         |
| Native Hawaiian or other PI                   | Male   | 1        | 1              | 2           | 1                          |
| LGBT  | Male   | 19       | 20             | 25          | 23                         |

Note: Baseline targets indicated for groups where no equity funded activities are currently planned

| DI Groups  | Activities that support goal attainment  |
|--|--|
| <b>Access: Successful Enrollment</b>   |  |
| <b>Black/African American</b>  | <p>IVC is exploring programs and interventions to establish a support program that directly serves Black and African American students.</p> <p>While there are support mechanisms for all students who apply and intend to enroll at IVC, targeted programming that is designed around specific racial groups is necessary.</p> <p>Some community colleges, including those in our area, have established Umoja programs which are designed to provide support services for Black and African American students. We are exploring options to develop a program that creates a sense of community among Black and African American students, staff, and faculty.</p>  |
| <b>Hispanic/Latino</b>   | <p>IVC hosts a Latinx transfer night targeted towards providing information, support, and services to Latinx students and their families.</p> <p>The IVC Outreach Department provides regular onboarding support to our local feeder high schools with large Latinx student populations including Tustin High School and Beckman High School.</p> <p>The IVC Outreach Department does not actively recruit outside of its service areas of Irvine Unified School District, Tustin Unified School District, and Laguna Beach Unified School District. Tustin High School and Beckman High School, which are regularly serviced by the Outreach Department, have significant percentages of Latinx students.</p> <p>Furthermore, the department has been contacted by the Santa Ana Unified School District to provide a college tour and information for their Seniors across their high schools to inform students of their college options. Santa Ana Unified high schools have a large percentage of Latinx students.</p> <p>The IVC Counseling Department's Summer Bridge program provides college preparation support and offers students an opportunity to enroll at the college the summer before their first Fall semester. The Summer Bridge program serves a significant percentage of Latinx students and will be scaled up this summer by offering more sections and serving a larger number of students.</p> |
| <b>Pacific Islander<br/>Native Hawaiian<br/>or other Pacific<br/>Islander<br/>American Indian<br/>or Alaska Native</b> | <p>Irvine Valley College is the recipient of the Asian American Native American Pacific Islander Serving Institution (AANAPISI) federal grant which is targeted to improving outcomes for these student populations.</p> <p>The AANAPISI program at IVC provides community outreach, hosts events for the Orange County Asian and Pacific Islander community and provides designated counseling services for students to help them transition to college and identify their intended academic and career pathway.</p> <p>The Outreach Department and AANAPISI program have cultivated relationships with local nonprofit organizations that serve the Asian and Pacific Islander community including the Orange County Asian and Pacific Islander Community Alliance (OCAPICA) to provide them with campus tours, application assistance, and onboarding support.</p>  |



| DI Groups  | Activities that support goal attainment   |
|--|---|
| <b>LGBT</b>  | The IVC Pride Scholars program began in Spring 2018 to provide academic, social, and personal support to students who identify with the LGBTQIA+ community. The number of students utilizing Pride Scholars resources, activities, 1:1 counseling, and programs has grown exponentially since its inception.  |
| <b>Foster Youth</b>  | IVC's Guardian Scholars program is targeted towards former and current foster youth and provides priority registration, designated Guardian Scholars counseling/advisement, financial aid assistance, and other direct support services including academic supplies.  |
| <b>Retention: Fall to Spring</b>                                 |   |
| <b>Hispanic/Latino</b>   | IVC is launching a Puente program which is geared towards supporting Latinx students through counseling, mentorship, and academic support to increase completion and success.   |
| <b>American Indian Native Hawaiian or other Pacific Islander</b> | The Student Activities Center includes the opportunity for all students from ethnic specific and disproportionately impacted communities to start support groups and clubs at the beginning of each semester. We are also implementing a peer mentor program and student advocates/activism committee within ASG of IVC.<br>Elevate and CAANAPI Program; The Student Activities Center includes the opportunity for all students from ethnic specific and disproportionately impacted communities to start support groups and clubs at the beginning of each semester. We are also implementing a peer mentor program and student advocates/activism committee within ASG of IVC. |
| <b>Black/African American</b>                                    | The Student Activities Center includes the opportunity for all students from ethnic specific and disproportionately impacted communities to start support groups and clubs at the beginning of each semester. We are also implementing a peer mentor program and student advocates/activism committee within ASG of IVC.  |
| <b>LGBT</b>  | Our Pride Scholars program provides not only activities and events to establish a positive campus climate for our LGBTQIA+ students, but also has a designated Pride Scholars Counselor who is available for students to meet with 1:1 to provide academic and career development support.  |
| <b>Veteran</b>   | The IVC Veterans Services Center provides wrap-around support services including a designated counselor, specialized tutoring, access to psychological resources, and financial aid support to Veteran students.  |
| <b>Economically Disadvantaged</b>                                | Food and Basic Needs Support. Food Resource Center assisted 350 students with food resources in Fall of 2017. Nearly 100 referrals given to students for state resources including Cal-Fresh and MediCal and approximately 80 meal cards were given to students (unduplicated) in Fall 2018. The Center also provides CalFresh assistance and Housing referrals.<br>The Summer Bridge Program also serves a high percentage of economically disadvantaged groups  |
| <b>Completion of transfer level math and English</b>             |   |
| <b>Hispanic/Latino</b>   | Our Summer Bridge and Puente program serve/will serve a large proportion of Latinxs students at IVC with wrap-around support services   |
| <b>LGBT</b>  | The IVC Pride Scholars program began in Spring 2018 to provide academic, social, and personal support to students who identify with the LGBTQIA+ community. The number of students utilizing Pride Scholars resources, activities, 1:1 counseling, and programs has grown exponentially since its inception.  |
| <b>American Indian Native Hawaiian or other Pacific Islander</b> | The Student Activities Center includes the opportunity for all students from ethnic specific and disproportionately impacted communities to start support groups and clubs at the beginning of each semester. We are also implementing a peer mentor program and student advocates/activism committee within ASG of IVC.<br>Elevate and CAANAPI Program; The Student Activities Center includes the opportunity for all students from ethnic specific and disproportionately impacted communities to start support  |

| DI Groups   | Activities that support goal attainment   |
|---|---|
|   | groups and clubs at the beginning of each semester. We are also implementing a peer mentor program and student advocates/activism committee within ASG of IVC.  |
| <b>Certificates and Degrees</b>   |   |
| <b>Hispanic/Latino</b>  | The Summer Bridge program services a high proportion of Latinx and first-generation students. The IVC Puente program is currently being established and will target support towards Latinx students through academic enrichment, career development, and transfer support.  |
| <b>LGBT</b>   | The IVC Pride Scholars program began in Spring 2018 to provide academic, social, and personal support to students who identify with the LGBTQIA+ community. The number of students utilizing Pride Scholars resources, activities, 1:1 counseling, and programs has grown exponentially since its inception.  |
| <b>Foster Youth</b>   | IVC's Guardian Scholars program is targeted towards former and current foster youth and provides priority registration, designated Guardian Scholars counseling/advisement, financial aid assistance, and other direct support services including academic supplies.  |
| <b>American Indian Native Hawaiian or other Pacific Islander</b>          | The Student Activities Center includes the opportunity for all students from ethnic specific and disproportionately impacted communities to start support groups and clubs at the beginning of each semester. We are also implementing a peer mentor program and student advocates/activism committee within ASG of IVC.<br>Elevate and CAANAPI Program; The Student Activities Center includes the opportunity for all students from ethnic specific and disproportionately impacted communities to start support groups and clubs at the beginning of each semester. We are also implementing a peer mentor program and student advocates/activism committee within ASG of IVC. |
| <b>Transfer to a four-year institution</b>                                |   |
| <b>Black/African American</b>   | IVC is exploring programs and interventions to establish a support program that directly serves Black and African American students.<br>While there are support mechanisms for all students who apply and intend to enroll at IVC, targeted programming that is designed around specific racial groups is necessary. Some community colleges, including those in our area, have established Umoja programs which are designed to provide support services for Black and African American students. We are exploring options to develop a program that creates a sense of community among Black and African American students, staff, and faculty.                                 |
| <b>Hispanic/Latino</b>  | The Summer Bridge program services a high proportion of Latinx students. The IVC Puente program is currently being established and will target support towards Latinx students through academic enrichment, career development, and transfer support.   |
| <b>LGBT</b>   | The IVC Pride Scholars program began in Spring 2018 to provide academic, social, and personal support to students who identify with the LGBTQIA+ community. The number of students utilizing Pride Scholars resources, activities, 1:1 counseling, and programs has grown exponentially since its inception.  |
| <b>American Indian Native Hawaiian or other Pacific Islander Filipino</b> | The Student Activities Center includes the opportunity for all students from ethnic specific and disproportionately impacted communities to start support groups and clubs at the beginning of each semester. We are also implementing a peer mentor program and student advocates/activism committee within ASG of IVC.<br>Elevate and CAANAPI Program; The Student Activities Center includes the opportunity for all students from ethnic specific and disproportionately impacted communities to start support groups and clubs at the beginning of each semester. We are also implementing a peer mentor program and student advocates/activism committee within ASG of IVC. |

### 3. Outline a process and schedule for evaluating the progress made toward meeting your student equity goals. (500 words max)

Irvine Valley College's Office of Research, Planning and Accreditation has an assigned Equity Research Analyst who will design, lead, and conduct regular quantitative and qualitative studies in collaboration with program leads and content experts. Progress towards the goals will be assessed on, at minimum, an annual basis using local and Chancellor's office data made available via the Student Success Metrics. Local data will be captured semiannually, with program leads providing brief reports of the challenges/successes of the program and any relevant data. After a program/service has had ample time of implementation, they will be evaluated with more rigorous methods to isolate the specific effects of the services/programs on select subgroups.

The Student Equity research analyst and Student Equity coordinator will compile and present the results to the Student Equity Task Force, a robust team consisting of faculty, members of Academic Senate, classified staff, managers and directors, students, and community members. Upon review and discussion of the findings, the task force will make recommendations as to whether to continue, scale up, add new, or discontinue programs.

### 4. How will your college ensure coordination across student equity-related categorical programs or campus-based programs (500 words):

Our college is committed to focusing on reducing barriers and accelerating students to completion and successful outcomes. Classified professionals, faculty, administrators, and students each play an active role in the work we do to increase student success and close the achievement gap. Our Student Equity and Achievement Program (SEAP) integration workgroup was assembled in Spring 2017 and brings together our Basic Skills (BSI), Student Equity, and Student Success and Support Program (SSSP) teams. This workgroup consists of faculty, staff, and administrators who work collaboratively to strategize which practices and programs can fulfill our student success goals. One of the ways in which this group collaborates is by working together to provide budgetary transparency and dialogue to work collectively in selecting projects and programs to fund that will help close the achievement gap. IVC conducts a resource request process for each of the categorical programs and the BSI, Student Equity, and SSSP groups convene to discuss which direction the group will move. This allows for more thoughtful dialogue and data-driven planning to ensure there is honest and open dialogue about how best to position the funding to target specific disproportionately impacted groups.

Our college, throughout the resource request and planning process, makes data-informed decision by working very closely with our Research department. Our Research department is represented at our SEAP Integration workgroup, as well as our BSI Task Force, Student Equity Task Force, and SSSP Task Force to present relevant data that shows which of our student populations are experiencing disproportionate impact. Something that makes IVC unique is the transparency with which data is shared, as well as the thoughtful dialogue that ensues regarding how we can move the needle on promoting racial equity.

As demonstrated in our overall summary of activities which promote student success and completion, IVC has a variety of programs and departments working to enhance student success. Hence, our Guided Pathways work group, AANAPISI Program, Promise Program (AB 19), and Multiple Measures (AB705) design team are also represented in our equity task force and integration groups to ensure we are positioning funding and discussions around scaling up promising practices. Our 2019-2022 goals will be to continue these important discussions and dialogues to have honest and open conversations about focusing on racial equity and campus climate.

IVC was granted an Institutional Effectiveness Partnership Initiative (IEPI) grant to further our integrated efforts by focusing on effective communication and cultural competence. This initiative will bring a Partnership Resource Team (PRT) to our campus to continue our inter-departmental collaboration with the ultimate goal of enhancing our campus

climate for our diverse student body. This will focus on team building across departments and teams as well as improve communication to continue the work we are doing for student success and achievement.

5. Each college must create an executive summary that includes, at a minimum, the Student Equity goals for each required student group, the activities the college will undertake to achieve these goals, and the resources budgeted for these activities. The executive summary for this plan must also include an accounting of how Student Equity funding for 2015-16, 2016-17 and 2017-18 was expended and an assessment of the progress made in achieving the identified goals from prior year plans. The summary must also include the name of the college or district official to contact for further information. The executive summary must be posted to the college website. Provide a link to your college's executive summary below:

| C.2 ESL and Basic Skills Completion – African American Students   |   |
|---|---|
| <i>By 2018: Increase rates of Basic Skills Improvement for English among African American students according to their individual education goals by 3 points from 33% to 36%. (Student Equity Plan Goal 2016)</i> |   |
| Accounting of how Student Equity funding for 2014-15 was expended   | English: Faculty Research Stipend of Best Practices (Spring 2015)<br>\$3,100<br>- English: Workshop Textbooks<br>\$3,000<br>- English: Teacher Training Workshop Stipends<br>\$3,000<br>- English: Faculty Research Stipend of Best Practices (Summer 2015)<br>\$6,050<br>- English: Workshop Refreshments<br>\$400<br><b>Total: \$15,550</b> |
| Accounting of how Student Equity funding for 2015-16 was expended   | - English: Lit Café Textbooks<br><b>Total: \$1,382</b>  |
| Accounting of how Student Equity funding for 2016-17 was expended   | N/A   |
| Accounting of how Student Equity funding for 2017-18 was expended   | N/A   |
| Progress made in achieving the identified goals from prior year plans   | Although initially funded by Student Equity, this initiative was not completed due to lack of faculty availability due to the increased involvement with other statewide and federal initiatives.   |
| <b>Total Expenditures (2014-2018)</b>   | <b>\$16,932</b>   |
| C.3 ESL and Basic Skills Completion – Re Entry Students   |   |
| <i>By 2018: Increase the completion rate (SPAR) among students ages 25 to 29 by 3 points from 34% to 37%. (Integrated Plan Goal)</i>  |   |
| Accounting of how Student Equity funding for 2014-15 was expended   | - N/A   |
| Accounting of how Student Equity funding for 2015-16 was expended   | - Re Entry Center: Pt. Time Faculty Counselor Staffing<br>\$20,000<br>- Re Entry Center: Project Specialist (NBU)<br>\$4,234<br><b>Total: \$24,234</b>  |
| Accounting of how Student Equity funding for 2016-17 was expended   | - Re Entry Center: Pt. Time Faculty Counselor Staffing<br>\$10,000<br>- Re Entry Center: Project Specialist (NBU)<br>\$4,234  |

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|  | - Re Entry Center: Student Aid<br>\$3,000<br><b>Total: \$17,234</b>   |
| Accounting of how Student Equity funding for 2017-18 was expended  | Re-Entry Center: Project Specialist (NBU)<br>20,000<br>Re-Entry Center: Events and Programming<br>3,000<br><b>Total: \$23,000</b>   |
| Progress made in achieving the identified goals from prior year plans  | Re-Entry Center Faculty Counselor was hired in October 2016; A Re-Entry Center space was identified in November 2016; Individualized appointments with Re-Entry students begin in October 2016; Specialized group counseling sessions and workshops began in November 2016.     |
| <b>Total Expenditures (2014-2018)</b>  | <b>\$64,468</b>   |
| <b>D.1 Degree and Certificate Completion – Re Entry Students</b>   |   |
| Accounting of how Student Equity funding for 2014-15 was expended  | - N/A   |
| Accounting of how Student Equity funding for 2015-16 was expended  | See C.3   |
| Accounting of how Student Equity funding for 2016-17 was expended  | See C.3   |
| Accounting of how Student Equity funding for 2017-18 was expended  | See C.3   |
| Progress made in achieving the identified goals from prior year plans  | See C.3   |
| <b>D.2 Degree and Certificate Completion – Resources</b>   |   |
| Accounting of how Student Equity funding for 2014-15 was expended  | - N/A   |
| Accounting of how Student Equity funding for 2015-16 was expended  | - Student Equity: Textbook Loan Library<br>\$5,000  |
| Accounting of how Student Equity funding for 2016-17 was expended  | - Student Equity: Textbook Loan Library<br>\$23,000<br>- Student Equity: Laptop Loan Program<br>\$163,498<br><b>Total: \$186,498</b>  |
| Accounting of how Student Equity funding for 2017-18 was expended  | Guardian Scholars: Meal Cards<br>\$500<br>Student Equity: Transportation Vouchers<br>\$15,608<br>Student Equity: Textbook Vouchers<br>\$10,200<br>Re-Entry: Student Support<br>\$285<br><b>Total: \$26,593</b>  |
| Progress made in achieving the identified goals from prior year plans  | The Office of Student Equity established a Laptop Loan program in 2016-2017 academic year in response to data that indicated access to technology resources was limited for disproportionately impacted groups. Currently, procedures are being developed for intake and usage. |
| <b>Total Expenditures (2014-2018)</b>  | <b>\$218,091</b>  |
| <b>E.1 Transfer – Northern California Campus Tour/Latino Transfer Night</b>  |   |
| <i>By 2018: Increase the transfer rate among Hispanic students by 5 points from 35% to 40%. (Integrated Plan Goal)</i> |   |
| Accounting of how Student Equity funding for 2014-15 was expended  | - Career/Transfer Center: Seasonal Job Fair/Career Mixer<br>\$1,460<br>- Career/Transfer Center: Happy Hours<br>\$1,493   |

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|  | - Career/Transfer Center: Latino Community Fair<br>\$2,000   |
|  | - Counseling Center: Evening Counseling<br>\$20,360  |
|  | <b>Total: \$ 25,313</b>  |
| <b>Accounting of how Student Equity funding for 2015-16 was expended</b>   | - Transfer Center: Up North College Tour Stipends<br>\$2,205   |
|  | - Transfer Center: Up North College Tour<br>\$15,253   |
|  | - Transfer Center: Latino Night<br>\$1,600   |
|  | <b>Total: \$19,058</b>   |
| <b>Accounting of how Student Equity funding for 2016-17 was expended</b>   | - Transfer Center: Up North College Tour Stipends<br>\$1,400   |
|  | - Transfer Center: Up North College Tour<br>\$10,000   |
|  | - Counseling Center: Latino Night<br>\$800   |
|  | <b>Total: \$12,200</b>   |
| <b>Accounting of how Student Equity funding for 2017-18 was expended</b>   | Counseling Center: Latino Night<br>\$1,450   |
| <b>Progress made in achieving the identified goals from prior year plans</b>   | <p>Student pre and post evaluations were collected to see students' learning and overall experience of the Northern CA Campus Tour. The qualitative data results show that students learned and gained a lot through their experiences of visiting, touring and listening to admission information on their Northern CA Campus Tour excursion. For some of these students, it was life changing because it helped them see their options and solidify their choices. Latino Transfer Night was held for two academic years, each in spring semester. We had 25 students and their families from local high schools and from IVC attend the Latino Transfer Night. By providing these resources, it helped them feel connected to IVC and meet all of the supporting staff/faculty. This event covered the transfer process, financial aid, the California Dream Act and finding and applying for scholarships. We also put together packets of information and flyers of all student services and referrals. Counseling is in the process of analyzing the impact of these programs on Chicano/Hispanic/Latino student transfer rates.</p> |
| <b>Total Expenditures (2014-2018)</b>  | <b>\$58,021</b>  |
| <b>E.2 Transfer – Summer Bridge for Hispanic Students</b>  |  |
| <i>By 2018: Increase the transfer rate among Hispanic students by 5 points from 35% to 40%. (Integrated Plan Goal)</i> |  |
| <b>Accounting of how Student Equity funding for 2014-15 was expended</b>   | - N/A  |
| <b>Accounting of how Student Equity funding for 2015-16 was expended</b>   | - Counseling: Summer Bridge Student Support<br>\$13,290  |
| <b>Accounting of how Student Equity funding for 2016-17 was expended</b>   | - Counseling: Summer Bridge Student Support<br>\$5,000   |
|  | - Counseling: Summer Bridge Project Specialist (NBU)<br>\$5,600  |
|  | <b>Total: \$10,600</b>   |
| <b>Accounting of how Student Equity funding for 2017-18 was expended</b>   | Counseling: Summer Bridge Project Specialist<br>\$5,000  |
|  | Counseling: Summer Bridge Student Support<br>\$6,400   |
|  | <b>Total: \$11,400</b>   |
| <b>Progress made in achieving the identified goals from prior year plans</b>   | Summer Bridge has been offered for two academic years, each in summer semester. Counseling is in the process of analyzing the impact of these programs   |



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|  | on Chicano/Hispanic/Latino student transfer rates.   |
| <b>Total Expenditures (2014-2018)</b>  | <b>\$35,290</b>  |
| <b>E.3 Transfer – Digital Advertising - Hispanics</b>  |  |
| <b>Accounting of how Student Equity funding for 2014-15 was expended</b>   | - N/A  |
| <b>Accounting of how Student Equity funding for 2015-16 was expended</b>   | - Marketing & Creative Services: Digital Advertising<br><b>Total: \$14,920</b>   |
| <b>Accounting of how Student Equity funding for 2016-17 was expended</b>   | - Marketing & Creative Services: I Heart Radio<br><b>Total: \$19,560</b>   |
| <b>Accounting of how Student Equity funding for 2017-18 was expended</b>   | Marketing & Creative Services: Translation Services<br>\$5,000   |
|  | Marketing & Creative Services: Geo-fencing<br>\$5,000  |
|  | <b>Total: \$10,000</b>   |
| <b>Progress made in achieving the identified goals from prior year plans</b>   | Ad: 320x50 Hispanic; Impressions: 250,045; Clicks: 891; CTR%: 0.36% - 2.5 times higher than industry average. Turning advertising focus to high services offered for underserved students as opposed to one specific group.  |
| <b>Total Expenditures (2014-2018)</b>  | <b>\$44,480</b>  |
| <b>F.1 Other College: Research and Evaluation – Analyst</b>  |  |
| <b>Accounting of how Student Equity funding for 2014-15 was expended</b>   | - Research and Planning: Staffing<br><b>Total: \$72,571</b>  |
| <b>Accounting of how Student Equity funding for 2015-16 was expended</b>   | - Research & Planning: Student Equity Research Analyst<br><b>Total: \$96,909</b>   |
| <b>Accounting of how Student Equity funding for 2016-17 was expended</b>   | - Research & Planning: Student Equity Research Analyst<br><b>Total: \$57,693</b>   |
| <b>Accounting of how Student Equity funding for 2017-18 was expended</b>   | Research & Planning: Student Equity Research Analyst<br><b>Total: \$86,802</b>   |
| <b>Progress made in achieving the identified goals from prior year plans</b>   | A Research Analyst was hired in February 2016 and serves as a member of the Student Equity Leadership team. The Research Analyst position conducted orientations, attended monthly meetings, and analyzed mid-year and year-end reports for each equity initiative on its assessment and evaluation strategies.  |
| <b>Total Expenditures (2014-2018)</b>  | <b>\$ 313,975</b>  |
| <b>F.2 Other College: Outreach - Director</b>  |  |
| <b>Accounting of how Student Equity funding for 2014-15 was expended</b>   | - N/A  |
| <b>Accounting of how Student Equity funding for 2015-16 was expended</b>   | - Outreach: Director<br><b>Total: \$115,566</b>  |
| <b>Accounting of how Student Equity funding for 2016-17 was expended</b>   | - Outreach: Director<br><b>Total: \$70,824</b>   |
| <b>Accounting of how Student Equity funding for 2017-18 was expended</b>   | - Outreach: Director<br><b>Total: \$142,735</b>  |
| <b>Progress made in achieving the identified goals from prior year plans</b>   | An Outreach Director was hired in March 2016 and serves as a member of the Student Equity Leadership team. The Outreach Director conducted orientations, attended monthly meetings, analyzed mid-year and year-end reports for each equity initiative on its outreach strategies.<br>Outreach activities encompass almost all areas of Student Equity programs, such as ESL, Foster Youth, Veterans, Latino Transfer night, and the Re-entry center. |
| <b>Total Expenditures (2014-2018)</b>  | <b>\$329,125</b>   |
| <b>F.4 Other College: Student Equity Support Staff</b>   |  |
| <i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i> |  |
| <b>Accounting of how Student Equity funding for 2014-15 was expended</b>   | - N/A  |



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| Accounting of how Student Equity funding for 2015-16 was expended   | - Student Equity: Project Specialists (3)<br>\$25,214  |
| Accounting of how Student Equity funding for 2016-17 was expended   | - Student Equity: Project Specialists (3)<br>\$19,200<br>- Student Equity: Diversity and Peer Educators (DEPE) Staffing<br>\$19,800<br><b>Total: \$39,000</b>  |
| Accounting of how Student Equity funding for 2017-18 was expended   | Student Equity: Project Specialist (3)<br>\$49,000<br>Student Equity: Student Leaders (6)<br>\$15,000<br>Student Equity: Administrative Assistant<br>\$83,978<br><b>Total: \$147,978</b>   |
| Progress made in achieving the identified goals from prior year plans   | In August 2016, three project specialists were hired to assist the Director of Student Life and Equity programs with multicultural programming and student leadership development of student equity initiatives. There was an expansion of the staff to include student leaders called Diversity & Equity Peer Educators (DEPE) in January 2017. |
| <b>Total Expenditures (2014-2018)</b>   | <b>\$212,192</b>   |
| <b>F.5 Other College: Cultural Competency Summit</b><br><i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i>                |  |
| Accounting of how Student Equity funding for 2014-15 was expended   | - Student Services: Cultural Competency Summit<br>\$32,525   |
| Accounting of how Student Equity funding for 2015-16 was expended   | - See F.12   |
| Accounting of how Student Equity funding for 2016-17 was expended   | - See F.12   |
| Accounting of how Student Equity funding for 2017-18 was expended   | See F.12   |
| <b>Total Expenditures (2014-2018)</b>   | <b>\$32,525</b>  |
| <b>F.6 Other College: Ethnic Studies Curriculum Development</b>   |  |
| Accounting of how Student Equity funding for 2014-15 was expended   | - N/A  |
| Accounting of how Student Equity funding for 2015-16 was expended   | - No Equity Funds were utilized  |
| Accounting of how Student Equity funding for 2016-17 was expended   | - No Equity funds were allocated   |
| Accounting of how Student Equity funding for 2017-18 was expended   | N/A  |
| Progress made in achieving the identified goals from prior year plans   | Although denoted in the plan, none of the funds were utilized due to lack of faculty availability.   |
| <b>F.7 Other College: Student Equity and Social Justice Retreat</b><br><i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i> |  |
| Accounting of how Student Equity funding for 2014-15 was expended   | - N/A  |
| Accounting of how Student Equity funding for 2015-16 was expended   | - N/A  |
| Accounting of how Student Equity funding for 2016-17 was expended   | - Student Equity: Diversity and Equity Retreat<br><b>Total: \$16,300</b>   |
| Accounting of how Student Equity funding for 2017-18 was expended   | N/A  |

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| Progress made in achieving the identified goals from prior year plans  | The Diversity and Equity Retreat took place in November 2016. Pre-test and post-tests showed significant increased cultural competency skills for faculty, staff, and student participants.  |
| Total Expenditures (2014-2018)   | <b>\$16,300</b>  |
| F.8 Other College: DREAM BOOK CLUB   |  |
| <i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i> |  |
| Accounting of how Student Equity funding for 2014-15 was expended  | - N/A  |
| Accounting of how Student Equity funding for 2015-16 was expended  | - Student Equity: DREAM Book Club<br><b>Total: \$25,000</b>  |
| Accounting of how Student Equity funding for 2016-17 was expended  | - Student Equity: DREAM Book Club<br><b>Total: \$17,000</b>  |
| Accounting of how Student Equity funding for 2017-18 was expected  | Student Equity: DREAM Book Club<br><b>Total: \$7,945</b>   |
| Progress made in achieving the identified goals from prior year plans  | The Office of Student Equity conducted 14 monthly DREAM book clubs from April 2016 until June 2017. Monthly meetings were held both in face to face and online via Blackboard. The meetings averaged 40 members per book club, and evaluation showed that the book clubs increased cultural competency knowledge of faculty, staff, and student participants.  |
| Total Expenditures (2014-2018)   | <b>\$49,945</b>  |
| F.9 Other College: Student Equity Meet and Greets  |  |
| <i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i> |  |
| Accounting of how Student Equity funding for 2014-15 was expended  | - N/A  |
| Accounting of how Student Equity funding for 2015-16 was expended  | - Student Equity: Meet and Greets: Informal Networking Receptions<br><b>Total: \$13,700</b>  |
| Accounting of how Student Equity funding for 2016-17 was expended  | - Student Equity: Meet and Greets: Informal Networking Receptions<br><b>Total: \$5,000</b>   |
| Accounting of how Student Equity funding for 2017-18 was expended  | Student Equity: Meet and Greets: Informal Networking Receptions<br><b>Total: \$1,368</b>   |
| Progress made in achieving the identified goals from prior year plans  | The Office of Student Equity conducted a meet and greet informal networking reception for the disproportionately impacted populations (Hispanic, African American, Foster Youth, Veterans, Re-Entry) and underrepresented populations (Asian American and LGBTQ) during the fall and spring semesters of 2016-2017. Student participants reported positivity about campus climate and an increased engagement in campus community. |
| Total Expenditures (2014-2018)   | <b>\$20,068</b>  |
| F.10 Other College: Multicultural Programs   |  |
| <i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i> |  |
| Accounting of how Student Equity funding for 2014-15 was expended  | - N/A  |
| Accounting of how Student Equity funding for 2015-16 was expended  | - Student Equity: Multicultural Programs<br><b>Total: \$14,000</b>   |
| Accounting of how Student Equity funding for 2016-17 was expended  | - Student Equity: Multicultural Programs<br>\$15,000   |
|  | - ELEVATE: AAPI Month<br>\$2,500   |
|  | <b>Total: \$17,500</b>   |
| Accounting of how Student Equity funding for 2017-18 was expended  | Student Equity: Multicultural Programs<br>\$10,000   |
|  | Laser Week: New Student Orientation  |

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|  | \$6,000  |
|  | <b>Total: \$16,000</b>   |
| <b>Progress made in achieving the identified goals from prior year plans</b>   | Since January 2016, the Office of Student Equity has conducted over 40 individual multicultural programs to educate the campus community about the cultures, heritages and issues impacting disproportionately impacted communities including events listed in F.5, F.7, F.8, F.9. Other events include: Lunar New Year, African American Heritage Month, Holi, Diwali, Indigenous Peoples Day, Dia de los Muertos, and Real Talk. The office of Student Equity has also established social media accounts and a newsletter. Initial feedback on the effectiveness of these events have indicated increased student learning outcomes. |
| <b>Total Expenditures (2014-2018)</b>  | <b>\$47,500</b>  |
| <b>F.11 Other College – Financial Aid Front Counter Staffing</b>   |  |
| <b>Accounting of how Student Equity funding for 2014-15 was expended</b>   | - N/A  |
| <b>Accounting of how Student Equity funding for 2015-16 was expended</b>   | - Financial Aid: Front Counter Staffing<br><b>Total: \$22,680</b>  |
| <b>Accounting of how Student Equity funding for 2016-17 was expended</b>   | - Financial Aid: Front Counter Staffing<br><b>Total: \$20,000</b>  |
| <b>Accounting of how Student Equity funding for 2017-18 was expended</b>   | Financial Aid: Front Counter Staffing<br><b>Total: \$17,276</b>  |
| <b>Progress made in achieving the identified goals from prior year plans</b>   | The Office of Financial aid hired student staff to assist with financial aid and scholarship workshops. The primary focus of these positions were to serve as communication liaisons between the office and disproportionately impacted communities of the equity plan.  |
| <b>Total Expenditures (2014-2018)</b>  | <b>\$59,956</b>  |
| <b>F.12 Other College: Professional Development</b>  |  |
| <i>Ongoing: Increase the number of opportunities to develop cross-cultural competency skills, and conduct research as to their effect. Once a baseline is established, measurable goals will be developed.</i> |  |
| <b>Accounting of how Student Equity funding for 2014-15 was expended</b>   | - N/A  |
| <b>Accounting of how Student Equity funding for 2015-16 was expended</b>   | - Student Equity: Professional Development Opportunities<br>\$20,044<br>- Student Services: Professional Development for Managers<br>\$18,119<br><b>Total: \$38,163</b>  |
| <b>Accounting of how Student Equity funding for 2016-17 was expended</b>   | - Student Equity: Professional Development Opportunities<br>\$11,000<br>- ELEVATE/ Student Equity: Lunch and Learn<br>\$262<br>Bowers Museum<br>\$135<br>- Student Equity: Flex Week Speaker – Spring 2017<br>\$2,500<br>- Student Equity: Region 8 Directors Council<br>\$1,000<br><b>Total: \$ 14,897</b>  |
| <b>Accounting of how Student Equity funding for 2017-18 was expended</b>   | Student Equity: Region 8 Directors Council<br>\$1,000<br>Guardian Scholars: Professional Development Opportunities<br>\$900<br><b>Total: \$1,900</b>   |
| <b>Progress made in achieving the identified goals from prior year plans</b>   | In addition to items listed in F.5, The Office of Student Equity has funded professional development opportunities for members of the Student Equity taskforce, Academic Senate, Office of Research, Planning and Accreditation, Re-   |

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|                                       | Entry, Guardian Scholars, Outreach, and Veterans staff. We have conducted on campus professional development workshops open to the campus community on teaching cultural strengths, underrepresented student panels, and equity student leadership advocacy modules. We have also attended conferences on race and Promise Pathways and participated in statewide oversight meetings. The Director of Student Equity is also the co-founder and co-chair of Region 8 Student Equity Directors Council. |
| <b>Total Expenditures (2014-2018)</b> | <b>\$54,960</b>  |

## 5b. Goal Progress

The most current plan that the college was utilizing to inform decision-making and activities was the Integration Plan submitted in 2017. The plan outlined five overall goals coupled with relevant baseline data and targets.

### Goal 1: Increase student engagement in college life

*Target definition:* Student engagement will be measured with the Community College Survey of Student Engagement (CCSSE) and will be administered every two years. The overall goal was to increase students' category scores by 5%.

| Outcome                                  | Spring 2016<br>Baseline | Spring 2018<br>Actual | Targets | Target Met |
|--|-------------------------|-----------------------|---------|------------|
| <b>Active and Collaborative Learning</b> | 35.30%                  | 34.80%                | 37%     | No         |
| <b>Student Effort</b>                    | 44.90%                  | 38.80%                | 47%     | No         |
| <b>Academic Challenge</b>                | 55.60%                  | 54.40%                | 58%     | No         |
| <b>Student-Faculty Interaction</b>       | 38.10%                  | 36.60%                | 40%     | No         |
| <b>Support for Learners</b>              | 41.60%                  | 40%                   | 44%     | No         |
| <b>Overall</b>                           | 43.10%                  | 40.90%                | 45%     | No         |

*Findings:* Overall student engagement scores did not meet the target growth of 5% for the benchmark scores. Even still, this data must be interpreted with caution as this is potentially problematic cross-sectional data. Moving forward, IVC is exploring different tools and means of evaluating students' true sense of engagement on campus.

### Goal 2: Reduce the number of students on probation or at risk of probation

*Target definition:* Probation is defined as attempting 12 or more units with (a) a cumulative GPA of less than 2.0 or (b) when the proportion of enrolled units with entries of "W," "I," and "NP" exceed 50 percent. At risk of probation is defined as attempting 12 or more units with a cumulative GPA of less than 2.2. The cohort is all IVC students with 12 or more attempted units who enrolled in term. The overall goal was a 5% decrease per year from the baseline term, Fall 2016.

| Outcome                     | Fall 2016<br>Baseline | Fall 2017<br>Actual | Target | Target Met | Fall 2018<br>Actual | Target | Target Met |
|-----------------------------|-----------------------|---------------------|--------|------------|---------------------|--------|------------|
| <b>Probation</b>            | 10.70%                | 10.00%              | 10.20% | Yes        | 9.70%               | 9.70%  | Yes        |
| <b>At risk of probation</b> | 4.10%                 | 4.20%               | 3.90%  | No         | 4.90%               | 3.70%  | No         |

*Findings:* Our most current data indicates we have met our targets for reducing Probation by roughly half a percentage point but did not meet our targets for reducing those who are identified as at risk of probation with the rate actually increasing by about .7 percentage points.

**Goal 3: Increase completion of transfer-level Math and Writing classes**

*Target definition:* Rate of how many students successfully complete a transfer-level course within one year in English or Math (Scorecard definition).

| Outcome                       | Fall 2016 | Fall 2017 | Target | Target Met |
|-------------------------------|-----------|-----------|--------|------------|
|                               | Baseline  | Actual    |        |            |
| <b>Transfer-Level Math</b>    | 38.6%     | 45.3%     | 40.5%  | Yes        |
| <b>Transfer-Level English</b> | 58.0%     | 63.3%     | 60.8%  | Yes        |
| <b>Transfer-Level ESL</b>     | 28.6%     | 18.8%     | 30.0%  | No         |

Overall, the goals for transfer-level math and English completion were exceeded by roughly three to five percentage points with only the ESL goal not being met with a shortfall of roughly 11 percentage points.

**Goal 4: Increase student completion of degrees, certificates, and transfer**

2-year completion rate for degrees, certificates, and transfers for first-time college students who attempted Math or English and attempted at least 6 credit units within 2-years.

| Outcome                  | Fall 2015 | Fall 2016 | Target | Target Met |
|--------------------------|-----------|-----------|--------|------------|
|                          | Baseline  | Actual    |        |            |
| <b>Degrees</b>           | 5.8%      | 6.3%      | 6.1%   | Yes        |
| <b>Certificates</b>      | 9.1%      | 10.7%     | 9.6%   | Yes        |
| <b>Transfer</b>          | 17.4%     | 16.2%     | 18.3%  | No         |
| <b>Transfer-prepared</b> | 15.1%     | 15.5%     | 15.8%  | No         |
| <b>SPAR</b>              | 23.8%     | 24.0%     | 25.0%  | No         |

Note: SPAR =Student Progress and Achievement Rate (achievement of certificate, degree, transfer-prepared, and transfer)

The goal for degree completion was met, with the completion rate exceeding the target by .2 percentage points for the Fall 2016 cohort. Likewise, certificate completion exceeded the target by roughly one percentage point. The remaining targets for transfer, transfer-prepared, and SPAR were not met.

**Goal 5: Reduce the achievement gap for disproportionately impacted students (in Goals 1 - 4)**

*Target definition:* 5% decrease in disproportionate impact from Fall 2016 (Baseline)

| Outcome                       | DI Group           | Fall 2016 <sup>1</sup> | Fall 2017 |        |            | Fall 2018 |        |            |
|-------------------------------|--------------------|------------------------|-----------|--------|------------|-----------|--------|------------|
|                               |                    | Baseline               | Actual    | Target | Target Met | Actual    | Target | Target Met |
| <b>CCSSE</b>                  | <i>No DI group</i> |                        |           |        |            |           |        |            |
| <b>Probation</b>              | Hispanic           | 6.4%                   | 5.4%      | 6.1%   | Yes        | 0.054     | 5.8%   | Yes        |
| <b>At Risk of Probation</b>   | <i>No DI group</i> |                        |           |        |            |           |        |            |
| <b>Transfer-Level Math</b>    | Hispanic           | -15.0%                 | -13.4%    | -14.2% | Yes        | N/A       |        |            |
|                               | Low SES            | -7.1%                  | -7.4%     | -6.8%  | No         | N/A       |        |            |
|                               | Re-Entry           | -27.7%                 | -32.5%    | -26.4% | No         | N/A       |        |            |
| <b>Transfer-Level English</b> | Hispanic           | -8.2%                  | -9.1%     | -7.8%  | No         | N/A       |        |            |
|                               | Low SES            | -5.5%                  | -4.0%     | -5.2%  | Yes        | N/A       |        |            |
|                               | Re-Entry           | -41.8%                 | -40.7%    | -39.7% | No         | N/A       |        |            |
|                               | Military           | -38.0%                 | -0.8%     | -36.1% | Yes        | N/A       |        |            |
| <b>SPAR</b>                   | Hispanic           | -11.6%                 | N/A       | -11.0% | N/A        | N/A       | -10.4% | N/A        |
|                               | Low SES            | -6.3%                  | N/A       | -6.0%  | N/A        | N/A       | -5.7%  | N/A        |
|                               | Re-Entry           | -17.5%                 | N/A       | -16.6% | N/A        | N/A       | -15.8% | N/A        |

Note: Values represent point gaps between subgroup and overall measure. Blank cells = Not applicable due to rate being within margin of error (E) or sample size below 10. For negative outcomes margin of error is positive. For positive outcomes, margin of error is negative. Afr Am=African American, SE Asian = Southeast Asian, Nat Am = Native American, Pac Isl = Pacific Islander, Other Ethn=Other Ethnicity. SPAR =Student Progress and Achievement Rate (achievement of certificate, degree, transfer-prepared, and transfer)

<sup>1</sup> Fall 2016 does not apply to CCSSE (Base line: Spring 2016)

*Findings:* Of the cases of disproportionate impact where data is available, the results indicate some progress has been made for select groups and metrics.

6. Identify one individual to serve as the point of contact for your college (with an alternate) for the Equity Plan and provide the following information for that person:

Point of Contact:

|               |   |
|---------------|---|
| Name          | <u>Anissa Heard-Johnson</u>                                 |
| Title         | <u>Director Student Life and Student Equity</u>             |
| Email Address | <u><a href="mailto:ahheard@ivc.edu">ahheard@ivc.edu</a></u> |
| Phone         | <u>949-451-5364</u>   |

Alternate Point of Contact:

|               |   |
|---------------|---|
| Name          | <u>Loris Fagioli, PhD</u>                                     |
| Title         | <u>Director of Research, Planning and Accreditation</u>       |
| Email Address | <u><a href="mailto:lfagioli@ivc.edu">lfagioli@ivc.edu</a></u> |
| Phone         | <u>949-451-5513</u>   |

Alternate Point of Contact:

|               |   |
|---------------|---|
| Name          | <u>Joshua Dorman</u>  |
| Title         | <u>Research and Planning Analyst</u>                        |
| Email Address | <u><a href="mailto:jdorman@ivc.edu">jdorman@ivc.edu</a></u> |
| Phone         | <u>949-451-5645</u>   |



## Approval and Signature Page

**College:** Irvine Valley College**District:** South Orange County Community College District

Board of Trustees Approval Date: \_\_\_\_\_

We certify the review and approval of the 2019-2022 Integrated Plan by the district board of trustees on the date shown above. We also certify that the goals, strategies and activities represented in this plan meet the legislative and regulatory intent of the Student Equity and Achievement program and that funds allocated will be spent according to law, regulation and expenditure guidelines published by the California Community Colleges Chancellor's Office.

|                                |      |               |
|--------------------------------|------|---------------|
| Chancellor/President           | Date | Email Address |
| Chief Business Officer         | Date | Email Address |
| Chief Instructional Officer    | Date | Email Address |
| Chief Student Services Officer | Date | Email Address |
| President, Academic Senate     | Date | Email Address |

**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.

**STATUS**

For the reporting period ending March 31, 2019 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 March 31, 2019**

**General Fund**

| <b><u>Account</u></b>                 | <b><u>Description</u></b>           | <b><u>From</u></b>        | <b><u>To</u></b>          |
|---------------------------------------|-------------------------------------|---------------------------|---------------------------|
| 1000                                  | Academic Salaries                   |                           | \$665,530                 |
| 2000                                  | Classified Salaries                 |                           | \$272,230                 |
| 3000                                  | Fringe Benefits                     |                           | \$306,221                 |
| 4000                                  | Books and Supplies                  | \$47,113                  |                           |
| 5000                                  | Other Operating Expenses & Services | \$1,361,166               |                           |
| 6000                                  | Capital Outlay                      |                           | \$142,135                 |
| 7500                                  | Student Financial Aid               |                           | \$7,787                   |
| 7600                                  | Other Payments to Students          |                           | \$14,376                  |
| <b>Total Transfers - General Fund</b> |                                     | <b><u>\$1,408,279</u></b> | <b><u>\$1,408,279</u></b> |

**Capital Outlay Fund**

| <b><u>Account</u></b>                        | <b><u>Description</u></b> | <b><u>From</u></b>     | <b><u>To</u></b>       |
|--|---------------------------|------------------------|------------------------|
| 4000   | Books and Supplies        |                        | \$20,200               |
| 6000   | Capital Outlay            | \$20,200               |                        |
| <b>Total Transfers - Capital Outlay Fund</b> |                           | <b><u>\$20,200</u></b> | <b><u>\$20,200</u></b> |

**Associated Student Government - Saddleback College**

| <b><u>Account</u></b>                                   | <b><u>Description</u></b>           | <b><u>From</u></b>     | <b><u>To</u></b>       |
|---|-------------------------------------|------------------------|------------------------|
| 4000  | Books and Supplies                  | \$11,586               |                        |
| 5000  | Other Operating Expenses & Services |                        | \$9,586                |
| 7600  | Other Payments to Students          |                        | \$2,000                |
| <b>Total Transfers - Associated Student Gov't. - SC</b> |                                     | <b><u>\$11,586</u></b> | <b><u>\$11,586</u></b> |

**Associated Student Government - Irvine Valley College**

| <b><u>Account</u></b>                                    | <b><u>Description</u></b>           | <b><u>From</u></b>  | <b><u>To</u></b>    |
|--|-------------------------------------|---------------------|---------------------|
| 4000   | Books and Supplies                  | \$397               |                     |
| 5000   | Other Operating Expenses & Services |                     | \$397               |
| <b>Total Transfers - Associated Student Gov't. - IVC</b> |                                     | <b><u>\$397</u></b> | <b><u>\$397</u></b> |

|                        |  |                           |                           |
|------------------------|--|---------------------------|---------------------------|
| <b>Total Transfers</b> |  | <b><u>\$1,440,462</u></b> | <b><u>\$1,440,462</u></b> |
|------------------------|--|---------------------------|---------------------------|

**TO:** Board of Trustees**FROM:** Kathleen F. Burke, Chancellor**RE:** SOCCCD: Budget Amendment: Adopt Resolution No. 19-09 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.

**General Fund**

|   |                    |
|---|--------------------|
| Adult Education Block Grant, Irvine Valley College              | \$903              |
| Adult Education Block Grant-Fiscal Agent, Irvine Valley College | \$243              |
| S-Stem, Irvine Valley College                                   | \$1,451,104        |
| Education Futures, Saddleback College                           | \$75,000           |
| NSF OPAL - TEC, Irvine Valley College                           | \$500,000          |
| Material Fees, Saddleback College                               | \$24,506           |
| WIOA Adult Ed, Saddleback College                               | \$19,840           |
| Veteran Resource Center, Saddleback College                     | (\$6,758)          |
| 2017-2018 SWP - Early College Pathways, Saddleback College      | \$150,000          |
| 2018-2019 SWP - Early College Pathways, Saddleback College      | \$150,000          |
| Total Increase to the General Fund                              | <u>\$2,364,838</u> |

**Total Budget Amendment** **\$2,364,838**

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 19-09 to amend the FY 2018-2019 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

**RESOLUTION NO. 19-09**

April 22, 2019

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$2,364,838 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:

**General Fund**

| <b><u>Account</u></b> | <b><u>Income Source</u></b> | <b><u>Amount</u></b>      |
|-----------------------|-----------------------------|---------------------------|
| 8100                  | Federal Revenue             | \$1,851,771               |
| 8600                  | State Revenue               | \$488,561                 |
| 8800                  | Local Revenue               | \$24,506                  |
|                       |                             | <b><u>\$2,364,838</u></b> |

| <b><u>Account</u></b> | <b><u>Expenditure Description</u></b> | <b><u>Amount</u></b>      |
|-----------------------|---------------------------------------|---------------------------|
| 1000                  | Academic Salaries                     | \$218,175                 |
| 2000                  | Classified Salaries                   | \$150,304                 |
| 3000                  | Fringe Benefits                       | \$129,051                 |
| 4000                  | Books and Supplies                    | \$180,428                 |
| 5000                  | Other Operating Expenses & Services   | \$579,380                 |
| 6000                  | Capital Outlay                        | \$2,500                   |
| 7500                  | Student Financial Aid                 | \$1,105,000               |
|                       |                                       | <b><u>\$2,364,838</u></b> |

|                               |                           |
|-------------------------------|---------------------------|
| <b>Total Budget Amendment</b> | <b><u>\$2,364,838</u></b> |
|-------------------------------|---------------------------|

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2018-2019

GENERAL FUND

**RESOLUTION NO. 19-09**

April 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 \$2,364,838 duly and regularly adopted by the said Board at a regular meeting thereof held on April 22, 2019.

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

---

Kathleen F. Burke  
Secretary to the Board of Trustees

**TO:** Board of Trustees**FROM:** Kathleen F. Burke, Chancellor**RE:** SOCCCD: April 2019 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.

| Exhibit | Contractor Name/Description  | Change Order<br>/ Amendment<br>Amount | Revised Total<br>Contract Amount |
|---------|--|---------------------------------------|----------------------------------|
| A.      | <u>Amtek Construction</u><br>ATEP Temporary Fencing Project –<br>Construction Services Change Order No. 1<br>– To extend the agreement an additional<br>36 days due to concurrent delay in weather<br>and material procurement at no cost, under<br>the same terms and conditions from 4/3/19<br>to 5/10/19.<br>SOCCCD | \$0                                   | \$783,333                        |



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
ATEP Temporary Fencing Project  
Board Change Order No. 1

April 3, 2019

| Bid # | DESCRIPTION                 | CONTRACTOR                                       |              | CONTRACT AMOUNT   | Previously Approved COR's | BCO No. 2 COR Total | REVISED CONTRACT AMOUNT | Approved Time Extension (Cal. days) |
|-------|-----------------------------|--|--------------|-------------------|---------------------------|---------------------|-------------------------|-------------------------------------|
| 25    | Design-Bid-Build Contractor | Amtek Constrction                                |              | \$783,333.00      | \$0.00                    | \$0.00              | \$783,333.00            | 0                                   |
|       |                             | 12409 Slauson Ave. Ste "I"<br>Whittier, CA 90606 | <b>TOTAL</b> | <b>783,333.00</b> |                           |                     | <b>783,333.00</b>       | <b>0</b>                            |

| COR No. | Date     | Description   | Requested   | Status   | Amount        | Time Extension |
|---------|----------|---|-------------|----------|---------------|----------------|
| 1       | 4/2/2019 | Extend contract an additional 36 Calendar days due to concurrent delay: inclement weather and material procurement. | by District | reviewed | \$0.00        | 36             |
|         |          |   |             |          |               |                |
|         |          | <b>TOTAL THIS CHANGE ORDER REQUEST</b>  |             |          | <b>\$0.00</b> | <b>36</b>      |

**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.

**STATUS**

Purchase orders \$5,000 and above amounting to \$973,362.69 and an additional 417 purchase orders below \$5,000 amounting to \$300,454.08 for a combined total of \$1,273,816.77 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 1,476 checks in the amount of \$11,456,118.76 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.



Purchase Order Ratification (Supplier)

March 5, 2019 through April 2, 2019

| PO #   | Supplier                               | Location | Description  | Amount              |
|--|--|----------|--|---------------------|
| P190981  | AAA Electric Motor Sales & Svcs., Inc. | IVC      | HVAC Parts and Supplies  | 5,000.00            |
| P191113  | Albertsons LLC                         | SC       | Grocery Cards for Extended Opportunity Programs and Services                 | 14,060.00           |
| P191034  | Albertsons LLC                         | SC       | Grocery Cards for Student Equity & Achievement Program                       | 14,012.50           |
| P191136  | Bound Tree Medical, LLC                | SC       | Supplies and Equipment for Paramedic/EMS Ambulance Student Training          | 19,837.90           |
| P190810  | CDW Government LLC                     | IVC      | Smart Pens for Note Taking Accommodations                                    | 11,003.97           |
| P190985  | CDW Government LLC                     | IVC      | Microsoft Surfaces and Pens for IVC Technology                               | 9,105.87            |
| P190931  | Contract Paper Group, Inc.             | SOCCCD   | Paper to Replenish Warehouse Stores  | 34,320.00           |
| P190950  | Dell Marketing                         | SC       | Equipment for Server Refresh Project per Board Approved Resolution #19-03    | 190,467.14          |
| P190906  | Dell Marketing                         | IVC      | Equipment for Server Refresh Project per Board Approved Resolution #19-03    | 137,202.42          |
| P190986  | Dell Marketing                         | IVC      | Optiplex AIO Computers for Digital Media Arts Lab                            | 86,255.28           |
| P190828  | Dell Marketing                         | IVC      | WYSE 5070 Thin Client for IVC Technology                                     | 26,728.90           |
| P191049  | Diversified Business Services          | IVC      | Promotional Materials for Career Education Outreach                          | 9,548.79            |
| P190914  | FHEG Irvine Valley College Bookstore   | IVC      | IVC Bookstore Accounts for students in Promise and Equity Programs           | 18,122.60           |
| P190882  | FHEG Saddleback College Bookstore      | SC       | Books and Materials for Extended Opportunity Program and Services students   | 100,275.95          |
| P190822  | FHEG Saddleback College Bookstore      | SC       | Books and Materials for Promise Program students                             | 77,326.99           |
| P191033  | FHEG Saddleback College Bookstore      | SC       | Gas Cards for Extended Opportunity Program and Services students             | 15,000.00           |
| P191048  | FHEG Saddleback College Bookstore      | SC       | Transportation Cards for the Student Equity & Achievement Program            | 13,000.00           |
| P190798  | Fisher Scientific Company, LLC         | IVC      | Supplies for Biology Lab Courses   | 11,260.41           |
| P190800  | Fisher Scientific Company, LLC         | IVC      | Equipment for Biology Lab Courses  | 9,376.51            |
| P191088  | GST                                    | SC       | Hitachi Projector Lenses for AV Refresh Project                              | 46,835.00           |
| P191090  | Island Advertising, Inc.               | SC       | Promotional Supplies for Extended Opportunity Programs and Services students | 5,439.84            |
| P190982  | Johnstone Supply                       | IVC      | HVAC Parts and Supplies  | 5,000.00            |
| P190883  | Postmaster Attn: Bulk Mail             | SC       | Postage for 2019 Summer Gaucho Guide   | 17,106.78           |
| P191089  | Sehi Computer Products                 | SC       | Laptops for CalWORKs students  | 6,299.75            |
| P190947  | South Coast Air Quality Management     | SC       | SCAQMD Annual Renewal Fees   | 9,819.19            |
| P190811  | Southland Technology, Inc.             | IVC      | Crestron Parts and Equipment for President's Conference Room                 | 8,816.85            |
| P190983  | Trane Supply                           | IVC      | HVAC Parts and Supplies  | 5,000.00            |
| P190861  | United Interiors                       | IVC      | Lab Tables and Chairs for Library  | 28,930.07           |
| P190864  | Wondries Fleet Group                   | IVC      | Ford Transit Wagon XL 350 for IVC FMO  | 33,059.98           |
| P190872  | Xerox Corporation                      | SOCCCD   | Maintenance Agreement for Facilities Planning and Purchasing Xerox Copier    | 5,150.00            |
| <b>Total Purchase Orders \$5,000 and above</b> |  |          |  | <b>973,362.69</b>   |
| <b>417 Purchase Orders Under \$5,000</b>       |  |          |  | <b>300,454.08</b>   |
| <b>Total Purchase Orders</b>                   |  |          |  | <b>1,273,816.77</b> |



South Orange County Community College District

Purchase Order Ratification (Amount)

March 5, 2019 through April 2, 2019

| PO #   | Supplier                               | Location | Description  | Amount              |
|--|--|----------|--|---------------------|
| P190950  | Dell Marketing                         | SC       | Equipment for Server Refresh Project per Board Approved Resolution #19-03    | 190,467.14          |
| P190906  | Dell Marketing                         | IVC      | Equipment for Server Refresh Project per Board Approved Resolution #19-03    | 137,202.42          |
| P190882  | FHEG Saddleback College Bookstore      | SC       | Books and Materials for Extended Opportunity Program and Services students   | 100,275.95          |
| P190986  | Dell Marketing                         | IVC      | Optiplex AIO Computers for Digital Media Arts Lab                            | 86,255.28           |
| P190822  | FHEG Saddleback College Bookstore      | SC       | Books and Materials for Promise Program students                             | 77,326.99           |
| P191088  | GST                                    | SC       | Hitachi Projector Lenses for AV Refresh Project                              | 46,835.00           |
| P190931  | Contract Paper Group, Inc.             | SOCCCD   | Paper to Replenish Warehouse Stores  | 34,320.00           |
| P190864  | Wondries Fleet Group                   | IVC      | Ford Transit Wagon XL 350 for IVC FMO  | 33,059.98           |
| P190861  | United Interiors                       | IVC      | Lab Tables and Chairs for Library  | 28,930.07           |
| P190828  | Dell Marketing                         | IVC      | WYSE 5070 Thin Client for IVC Technology                                     | 26,728.90           |
| P191136  | Bound Tree Medical, LLC                | SC       | Supplies and Equipment for Paramedic/EMS Ambulance Student Training          | 19,837.90           |
| P190914  | FHEG Irvine Valley College Bookstore   | IVC      | IVC Bookstore Accounts for students in Promise and Equity Programs           | 18,122.60           |
| P190883  | Postmaster Attn: Bulk Mail             | SC       | Postage for 2019 Summer Gaucho Guide   | 17,106.78           |
| P191033  | FHEG Saddleback College Bookstore      | SC       | Gas Cards for Extended Opportunity Program and Services students             | 15,000.00           |
| P191113  | Albertsons LLC                         | SC       | Grocery Cards for Extended Opportunity Programs and Services                 | 14,060.00           |
| P191034  | Albertsons LLC                         | SC       | Grocery Cards for Student Equity & Achievement Program                       | 14,012.50           |
| P191048  | FHEG Saddleback College Bookstore      | SC       | Transportation Cards for the Student Equity & Achievement Program            | 13,000.00           |
| P190798  | Fisher Scientific Company, LLC         | IVC      | Supplies for Biology Lab Courses   | 11,260.41           |
| P190810  | CDW Government LLC                     | IVC      | Smart Pens for Note Taking Accommodations                                    | 11,003.97           |
| P190947  | South Coast Air Quality Management     | SC       | SCAQMD Annual Renewal Fees   | 9,819.19            |
| P191049  | Diversified Business Services          | IVC      | Promotional Materials for Career Education Outreach                          | 9,548.79            |
| P190800  | Fisher Scientific Company, LLC         | IVC      | Equipment for Biology Lab Courses  | 9,376.51            |
| P190985  | CDW Government LLC                     | IVC      | Microsoft Surfaces and Pens for IVC Technology                               | 9,105.87            |
| P190811  | Southland Technology, Inc.             | IVC      | Crestron Parts and Equipment for President's Conference Room                 | 8,816.85            |
| P191089  | Sehi Computer Products                 | SC       | Laptops for CalWORKs students  | 6,299.75            |
| P191090  | Island Advertising, Inc.               | SC       | Promotional Supplies for Extended Opportunity Programs and Services students | 5,439.84            |
| P190872  | Xerox Corporation                      | SOCCCD   | Maintenance Agreement for Facilities Planning and Purchasing Xerox Copier    | 5,150.00            |
| P190981  | AAA Electric Motor Sales & Svcs., Inc. | IVC      | HVAC Parts and Supplies  | 5,000.00            |
| P190982  | Johnstone Supply                       | IVC      | HVAC Parts and Supplies  | 5,000.00            |
| P190983  | Trane Supply                           | IVC      | HVAC Parts and Supplies  | 5,000.00            |
| <b>Total Purchase Orders \$5,000 and above</b> |  |          |  | <b>973,362.69</b>   |
| <b>417 Purchase Orders Under \$5,000</b>       |  |          |  | <b>300,454.08</b>   |
| <b>Total Purchase Orders</b>                   |  |          |  | <b>1,273,816.77</b> |



## South Orange County Community College District

### Check Ratification

March 5, 2019 through April 2, 2019

| <b><u>Fund</u></b>                   | <b><u>Checks</u></b> | <b><u>Amount</u></b> |
|--------------------------------------|----------------------|----------------------|
| 01 General Fund                      | 1,275                | 5,007,509.52         |
| 07 IVC Community Education           | 3                    | 4,842.97             |
| 09 SC Community Education            | 12                   | 55,751.39            |
| 12 Child Development                 | 4                    | 57,563.17            |
| 40 Capital Outlay                    | 113                  | 5,691,801.15         |
| 68 Self Insurance                    | 2                    | 23,426.62            |
| 71 Retiree Benefit                   | 3                    | 512,696.94           |
| 95 SC Associated Student Government  | 28                   | 73,937.68            |
| 96 IVC Associated Student Government | 36                   | 28,589.32            |
| <br>                                 |                      |                      |
| <b>Total</b>                         | <b>1,476</b>         | <b>11,456,118.76</b> |

**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 \$92,600 for equipment, supplies and maintenance projects.

**STATUS**

From February 22, 2019, through March 21, 2019, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved a total of 127 contracts, following review by legal counsel, when appropriate.

Contract summaries are as follows:

| EXHIBIT | # OF CONTRACTS | CONTRACT AMOUNT    | TOTAL          |
|---------|----------------|--------------------|----------------|
| A       | 38             | \$5,000-\$200,000  | \$1,119,579.51 |
| B       | 9              | Zero \$            | \$0.00         |
| C       | 3              | \$15,000-\$200,000 | \$93,207.00    |
| N/A     | 77             | Under \$5,000      | \$104,878.88   |
| TOTAL   | 127            |                    | \$1,317,665.39 |

**RECOMMENDATION**

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



**February 22, 2019 through March 21, 2019**  
**Contracts with Values between \$5,000 and \$200,000**  
**Board Date: April 22, 2019**

**CONTRACTOR NAME****CONTRACT AMOUNT**

|   |              |
|---|--------------|
| <u>Mobile Modular Management Corporation</u><br>Lease Agreement (Addendum) – To increase contract value by \$74,784 for the two-year lease extension of five portable, modular classrooms from current agreement value of \$103,392 through 12/31/2020.<br><div style="text-align: right;">Irvine Valley College</div>  | \$178,176.00 |
| <u>Ad Club Advertising</u><br>Advertising Agreement – To provide as needed advertising services of job postings through various on-line sites and publications from 1/1/2019 to 6/30/2020.<br><div style="text-align: right;">District Services</div>   | \$150,000.00 |
| <u>Premier Aquatic Services, LLC</u><br>Educational Services Agreement – To provide aquatics clinics and lessons from 5/1/2019 to 8/15/2020.<br><div style="text-align: right;">Saddleback College</div>  | \$85,000.00  |
| <u>Otero Construction, Inc.</u><br>Construction Services Agreement (Change Order No. 1) – To decrease contract value by \$8,000 for the B300 Printmaking Studio and Art Gallery Refresh Project from the current agreement value of \$83,137 through 1/19/2019.<br><div style="text-align: right;">Irvine Valley College</div>  | \$75,137.00  |
| <u>SD Remodeling, Inc.</u><br>Construction Services Agreement (Change Order No. 1) – To decrease contract value by \$7,000 for the Life Sciences Building First Floor Seal Coat Project from the current agreement value of \$69,500 through 1/13/2019.<br><div style="text-align: right;">Irvine Valley College</div>  | \$62,500.00  |
| <u>Larry McLaughlin</u><br>Professional Services Agreement (Amend No. 2) – To increase contract value by \$13,920 to provide services as energy, construction, and utilities Deputy Sector Navigator in the region from the current agreement value of \$41,760 and to extend term by one month to 3/31/2019.<br><div style="text-align: right;">Saddleback College</div> | \$55,680.00  |
| <u>Dell Marketing, LP</u><br>Professional Services Agreement – To design, build and deploy a pilot program for Microsoft Windows 10 implementation from 3/4/2019 to 4/4/2019.<br><div style="text-align: right;">Irvine Valley College</div>  | \$51,580.00  |

|  |                        |
|--|------------------------|
| <u>Meridian IT, Inc.</u><br>Software License Agreement – Renewal of VMware subscription used for server and desktop virtualization from 3/18/2019 to 3/17/2020.<br>Saddleback College  | \$45,505.92            |
| <u>ACCO Engineered Systems</u><br>Construction Services Agreement (Change Order No. 1) – To decrease contract value by \$4,500 for the SSC VAV Reheat Piping Project from the current contract value of \$48,304 through 1/13/2019.<br>Irvine Valley College                   | \$43,804.00            |
| <u>Dell Marketing, LP</u><br>Professional Services Agreement – To assess current state and develop a deployment strategy for Microsoft Windows 10 migration from 3/4/2019 to 3/25/2019.<br>Irvine Valley College   | \$30,828.00            |
| <u>BKF Engineers</u><br>Professional Services Agreement (Amend No. 1) – No cost, six-month extension for land survey services for IVC First Building at Advanced Technology & Education Park Project through 6/30/2019.<br>District Services                                   | \$29,500.00            |
| <u>CDW-G LLC</u><br>Software License Agreement – For additional VMware licenses used for server and desktop virtualization 3/12/2019 to 3/11/2020.<br>District Services  | \$29,500.00            |
| <u>Shaw HR Consulting</u><br>Professional Services Agreement (Amend No. 1) – To increase contract value by \$15,000 for additional compliance related consulting services for Human Resources from current agreement value of \$12,000 through 6/30/2019.<br>District Services | \$27,000.00            |
| <u>Howard E. Nyhart Company, Inc.</u><br>Professional Services Agreement – To provide actuarial and GASB 75 compliance services from 12/31/2018 to 6/30/2021.<br>District Services   | \$26,200.00            |
| <u>Cox Communications</u><br>Services Agreement – To provide cabling services from 12/18/2018 to 12/17/2023.<br>Saddleback College   | \$18,000.00            |
| <u>Emerald Cove Camp, Inc.</u><br>Educational Services Agreement – To provide a summer camp program at Del Obispo Elementary from 6/3/2019 to 8/9/2019.<br>Saddleback College  | \$18,000.00<br>Revenue |



|   |             |
|---|-------------|
| <u>Community College League of California Library Consortium</u><br>Software License Agreement – Subscription renewal of electronic library databases from 1/1/2019 to 12/31/2019.<br>Irvine Valley College   | \$15,698.33 |
| <u>Comevo, Inc.</u><br>Software License Agreement (Addendum A) – For a fee increase of one and one half percent totaling \$225 for the current year (2/1/2019 to 1/31/2020) and a fee increase of not to exceed three percent for future years' annual application hosting services.<br>Irvine Valley College | \$15,105.00 |
| <u>Vertiv Corporation</u><br>Maintenance Services Agreement – To provide Liebert PDX, monitoring solution for remote administration of the cooling system used by Technology Services, from 3/1/2019 to 5/21/2023.<br>Irvine Valley College   | \$13,336.90 |
| <u>Scantron Corporation</u><br>Software License Agreement – Renewal of Class Climate, an instructor evaluation software used by students, from 4/28/2019 to 4/27/2020.<br>Saddleback College and Irvine Valley College  | \$11,895.00 |
| <u>CDW-G LLC</u><br>Software License Agreement – For additional VMWare Horizon software, used in the Liberal Arts department, from 3/1/2019 to 2/29/2020.<br>Irvine Valley College  | \$11,400.00 |
| <u>Grigolla and Sons Construction Co., Inc.</u><br>Field Services Agreement – To replace concrete sidewalk at IVC Building A-200 from 2/22/2019 to 3/1/2019.<br>District Services   | \$11,000.00 |
| <u>Economic Modeling, LLC</u><br>Software License Agreement – To provide access to program outcomes based on labor market data from 2/26/2019 to 2/25/2020.<br>Irvine Valley College  | \$10,000.00 |
| <u>Peninsula Pride</u><br>Independent Contractor Agreement (Amend No. 1) – No cost, one year extension to provide embroidery services and apparel for the Athletics department through 6/30/2020.<br>Irvine Valley College  | \$10,000.00 |
| <u>CDW-G LLC</u><br>Software License Agreement – Renewal of BitDefender GravityZone, an email security software from 3/13/2019 to 3/12/2022.<br>District Services   | \$9,870.00  |

|   |            |
|---|------------|
| <u>Forensic Analytical Consulting Services</u><br>Fields Services Agreement – To provide air quality testing and post remediation testing for classrooms located in Health Sciences Building from 3/15/2019 to 6/13/2019.<br>Saddleback College   | \$9,500.00 |
| <u>Angels Baseball, LP</u><br>Promotional Agreement – To provide college branded hat to accompany ticket sales for a fundraising event on 4/19/2019.<br>Saddleback College Foundation and Associated Student Government                           | \$9,000.00 |
| <u>Nancy Miller</u><br>Independent Contractor Agreement – To provide consulting services for the development of non-credit programs for the Adult Education programs from 1/18/2019 to 6/30/2019.<br>Saddleback College                           | \$8,000.00 |
| <u>JAMF Software, LLC</u><br>Software License Agreement – Renewal of Casper Suite software, used for imaging and mobile device management, from 4/9/2019 to 4/8/2020.<br>Saddleback College   | \$7,280.00 |
| <u>The Glass Spectrum</u><br>Educational Services Agreement (Amend No. 1) – To increase total contract value by \$1,500 for stained glass classes from the current contract value of \$5,000 through 6/30/2019.<br>Saddleback College             | \$6,500.00 |
| <u>Dell Products, LP</u><br>Software License Agreement – For Nvidia Grid, a 3D application used by the Liberal Arts department, from 3/15/2019 to 3/14/2024.<br>Irvine Valley College   | \$6,350.10 |
| <u>Bravo Sign &amp; Design, Inc.</u><br>Field Services Agreement – To design and install directional signage for the campus bookstore from 3/1/2019 to 5/30/2019.<br>Saddleback College   | \$6,324.76 |
| <u>Josh Reidt</u><br>Independent Contractor Agreement – To provide core-conditioning services for baseball athletes from 3/11/2019 to 6/30/2019.<br>Irvine Valley College Foundation  | \$6,000.00 |
| <u>Environmental Systems Research Institute, Inc.</u><br>Software License Agreement – Renewal of ARC GIS, a geography teaching software, from 1/9/2019 to 1/8/2020.<br>Irvine Valley College  | \$5,387.50 |
| <u>Linda Shoob dba Organization Effectiveness Consultants</u><br>Independent Contractor Agreement – To provide teambuilding and professional development for the President's executive team from 3/11/2019 to 6/30/2019.<br>Irvine Valley College | \$5,375.00 |

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

|   |            |
|---|------------|
| <u>Scientific Refrigeration</u><br>Field Services Agreement – To provide preventive maintenance services of autoclaves located in the Life Sciences Building from 3/12/2019 to 4/30/2019.<br><div>Irvine Valley College</div> | \$5,146.00 |
| <u>Lighter Than Air</u><br>Independent Contractor Agreement – To provide balloon services for campus events from 1/1/2019 to 6/30/2020.<br><div>Irvine Valley College - ASIVC</div>   | \$5,000.00 |
| <u>Western Audio Visual</u><br>Service Agreement – For the annual maintenance of audio-visual equipment located at Saddleback College, HS-145 from 3/15/2019 to 3/14/2020.<br><div>District Services</div>                    | \$5,000.00 |



**February 22, 2019 through March 21, 2019**  
**Contracts with Values of \$0**  
**Board Date: April 22, 2019**

| <b><u>CONTRACTOR NAME</u></b>   | <b><u>CONTRACT AMOUNT</u></b> |
|---|-------------------------------|
| <u>A Better Life Recovery</u><br>Clinical Affiliation Agreement – To provide a clinical site for Health Services and Human Services internship programs from 2/18/2019 to 2/17/2021.<br>Saddleback College  | \$0.00                        |
| <u>BankMobile Technologies, Inc.</u><br>Memorandum of Understanding – To decommission use of Blackboard Pay and assign services to BankMobile for financial aid services effective 12/31/2018.<br>Irvine Valley College and Saddleback College  | \$0.00                        |
| <u>City of Laguna Hills</u><br>Facility Use Agreement – To provide a location at the Laguna Hills Community Center & Sports Complex for the Emeritus Institute Choir Concert on 7/23/2019.<br>Saddleback College  | \$0.00                        |
| <u>Granicus, LLC</u><br>Service Agreement – To provide onsite training on the PEAK Agenda Management system from 2/22/2019 to 2/21/2020.<br>District Services   | \$0.00                        |
| <u>HID Global Corporation</u><br>License Agreement – To provide authorization to use certain Credential formats for the integration of various access control cards into a secure one-card district-wide program from 11/5/2018 to 11/4/2023.<br>Irvine Valley College                                | \$0.00                        |
| <u>Laguna Niguel Presbyterian Church</u><br>Facility Use Agreement – To provide a location for Emeritus classes from 5/29/2019 to 7/23/2019.<br>Saddleback College  | \$0.00                        |
| <u>The Regents of the University of California</u><br>Clinical Affiliation Agreement (Addendum No. 1) – No cost, one year extension to provide a clinical site at the University of California, Irvine for the Health Services Paramedic internship programs through 8/30/2021.<br>Saddleback College | \$0.00                        |
| <u>St. Joseph Hospital, Orange</u><br>Clinical Affiliation Agreement – To provide a clinical site for Health Information Technology internship programs from 2/1/2019 to 1/31/2022.<br>Saddleback College   | \$0.00                        |

|   |        |
|---|--------|
| <u>University of Phoenix, Inc.</u><br>Articulation Agreement – To assist students in completing their associate degree and to continue their education in a bachelor degree program from University of Phoenix from 3/11/2019 to 12/31/2023.<br><div>Saddleback College</div> | \$0.00 |
|---|--------|

February 22, 2019 through March 21, 2019



**Contracts Awarded through the California Uniform Public Construction Cost Accounting Act (CUPCAA) with Values between \$15,000 and \$200,000**

**Board Date: April 22, 2019**

| <b>Contractor Name /<br/>Description Of Contract</b>   | <b>Change<br/>Order</b> | <b>Contract<br/>Amount</b> | <b># of<br/>Contractors<br/>Solicited</b> | <b># Of Bids<br/>Received</b> | <b>Rationale For Award</b>   |
|--|-------------------------|----------------------------|---|-------------------------------|--|
| <u>ACCO Engineered<br/>Systems</u><br>Change Order # 1 to<br>Field Services<br>Agreement – Power<br>House 4 Hot Water<br>Loop Repair and<br>Power House 2<br>Cooling Tower Relining<br><br>Irvine Valley College | No. 1<br>\$7,285        | \$55,647                   | N/A                                       | N/A                           | Change Order #1 issued to<br>accommodate for<br>additional field labor, saw<br>cutting of concrete,<br>equipment rental and<br>slurry removal as a result of<br>unforeseen conditions.<br>Change order was executed<br>to accommodate additional<br>scope and provided the<br>District a competitive<br>advantage. |
| <u>GMS Elevator Services</u><br>Field Services<br>Agreement –<br>Replacement of<br>elevator pump and<br>motor system in the<br>B300 building<br><br>Irvine Valley College  | N/A                     | \$18,552                   | 2   | 2                             | Contract awarded to<br>lowest responsive,<br>responsible bidder. The<br>requirement for the third<br>quote was waived to<br>manage the urgency and<br>mobilize the project<br>expeditiously in order to<br>address accessibility issues.   |
| <u>Signature Flooring, Inc.</u><br>Field Services<br>Agreement –<br>Replacement of<br>flooring in three<br>rooms and a hallway<br>of the HS building<br><br>Saddleback College                                   | N/A                     | \$19,008                   | 3   | 2                             | Contract awarded to<br>lowest responsive,<br>responsible bidder.   |

**TO:** Board of Trustees

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

**RE:** SOCCCD: Basic Aid Allocation Recommendation FY 2019-2020

**ACTION:** Approval

---

### **BACKGROUND**

The Basic Aid Allocation Recommendation Committee (BAARC) is charged with the implementation of BP 3110 and AR 3110, Basic Aid Allocation Process, using the plans developed by other district-wide committees and councils. BAARC is chaired by the vice chancellor of business services and is a member participatory governance committee with representation from both colleges and district services staff, including students, the academic senates, CSEA, classified senates, administrators, and managers. The basic aid allocation recommendations follow the annual basic aid cycle which parallels the SOCCCD annual budget development process.

### **STATUS**

BAARC received prioritized project lists for consideration from the Capital Improvement Committee (CIC) and the District Technology Committee (DTC). The lists were reviewed and recommendations are supported by a collaborative, collegial, inclusive, and transparent participatory governance process. The interaction with the colleges was extensive throughout the process. These recommendations are supported by both college presidents and the Chancellor.

The recommendations from BAARC to the Chancellor are attached (EXHIBIT A) with a total recommended amount to be funded of \$93,456,198. The reserve for unrealized tax collections totals \$16,359,553 and equals the 20% contingency required in BP 3110 and AR 3110.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the basic aid funding allocations for FY 2019-2020 in the amount of \$93,456,198, which will be included in the FY 2019-2020 Tentative Budget.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**28000 Marguerite Parkway ♦ Mission Viejo ♦ CA ♦ 92692-3635**  
**Phone: 949/582-4664 FAX: 949/347-2472**

## **MEMORANDUM**

---

TO: Kathleen F. Burke, Chancellor

FROM: Ann-Marie Gabel, Vice Chancellor of Business Services

DATE: March 27, 2019

SUBJECT: Recommendations by BAARC for Basic Aid Funding for FY 2019-2020

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### **Overview of Process:**

The Basic Aid Allocation Recommendation Committee (BAARC) met on March 26, 2019. We accomplished the following: reviewed and discussed the recommendations from the District Technology Committee (DTC) and the Capital Improvement Committee (CIC), studied the calculation used in developing the total basic aid funds available for the BAARC allocation; and came to consensual agreement on all but one of the recommended allocations using BAARC funds in the 2019-2020 fiscal year.

BAARC completed its work following BP 3110 and AR 3110 in which planning drove the basic aid budget recommendations. The Capital Improvement Committee (CIC) and District Technology Committee (DTC) made funding priority recommendations to BAARC based on District-wide plans including the Education and Facilities Master Plan, 5 Year Construction Plan, Scheduled Maintenance Plan, and college Technology Plans. The District-wide Strategic Plan and college strategic plans were also utilized to support CIC and DTC's recommendations to BAARC. Their recommendations to BAARC honored and supported the college and district priority setting that took place through their respective participatory governance groups.

One of the first steps delineated within the BAARC process was to project the available funding using a conservative estimate for property tax and student fee income. We developed a conservative determination of basic aid allocation amounts including funds returned from completed projects and unspent funds from the prior year. The Total Basic Aid Funds Available after allowing for a conservative 20% Contingency for Unrealized Tax Collections of \$16,359,553 is \$93,456,198 (See Attachment A).



CIC submitted projects in categories of capital projects, related special project support, access controls, accessibility upgrades, scheduled maintenance, and renovation and other facilities related projects (See Attachment B). DTC submitted projects for annual maintenance of our SIS and Workday systems, exploration of upgrades and/or new systems and/or functionality of existing systems, and college projects related to technology refresh cycles to meet the various technology needs district-wide (See Attachment C).

**Recommendations:**

At the March 26, 2019 meeting, BAARC made the following recommendations for project allocations in the 2019-2020 fiscal year:

|   |                           |
|---|---------------------------|
| <b>Long Term Obligations and Fixed Expenses</b> | <b><u>\$5,830,000</u></b> |
|---|---------------------------|

**BAARC Allocations:**

**Capital Projects**

- |   |              |
|---|--------------|
| ○ Capital Projects as identified in the EFMP – from BAARC | \$52,452,981 |
| ○ Capital Projects – Special Project Support – from CIC   | \$5,833,118  |

|                                    |             |
|------------------------------------|-------------|
| Access Control Projects – from CIC | \$2,481,185 |
|------------------------------------|-------------|

|                         |             |
|-------------------------|-------------|
| ADA Projects – from CIC | \$3,000,000 |
|-------------------------|-------------|

|   |             |
|---|-------------|
| Scheduled Maintenance Projects – from CIC | \$2,200,000 |
|---|-------------|

|   |             |
|---|-------------|
| Renovation and Other Facilities Related Projects – from CIC | \$6,460,000 |
|---|-------------|

|   |                     |
|---|---------------------|
| District-wide Technology Priority Projects – from DTC | <u>\$15,198,914</u> |
|---|---------------------|

|                                 |                            |
|---------------------------------|----------------------------|
| <b>Total BAARC Allocations:</b> | <b><u>\$87,626,198</u></b> |
|---------------------------------|----------------------------|

|                                   |                            |
|-----------------------------------|----------------------------|
| <b>Total BAARC Recommendation</b> | <b><u>\$93,456,198</u></b> |
|-----------------------------------|----------------------------|

|  |              |
|--|--------------|
| Contingency for Unrealized Tax Collections (20%) | \$16,359,553 |
|--|--------------|

The Long Term Obligations and Fixed Expenses allocation, which includes Legislative Advocacy of \$130,000, Retiree Benefits for the current year of \$5,040,000, and funding the OPEB liability of \$660,000, total \$5,830,000. The Long Term Obligations and Fixed Expenses were subtracted from the Total Amount Available for Allocation to get the Net Amount Available for Allocation of \$87,626,198. This was the amount that BAARC was allowed to recommend for basic aid funding for the various areas such as capital projects, scheduled maintenance, and major technology initiatives outlined in the board policy and administrative regulation.

The original requests from CIC and DTC totaled \$88,095,077; therefore, to balance the recommended priorities to the Net Amount Available for Allocation of \$87,626,198, BAARC considered multiple scenarios to close the gap of \$468,879. First and foremost, there was concern raised related to the need for ATEP signage and an expressed desire to eliminate this project entirely. After much discussion, the committee ultimately recommended reducing the ATEP signage project from the requested \$4,900,000 to \$4,431,121 with the caveat that the objection over the project be communicated within this letter.

BAARC understands that this is a recommendation to the Chancellor and that after conferring with the Presidents, some adjustments may be made by the Chancellor to this recommendation prior to it going to the Board of Trustees for information, discussion, and board input. We ask that if any adjustments occur, that BAARC be informed of the adjustments. After the Chancellor's final review and approval, a report to the board regarding the final basic aid recommendations will be presented to the Board of Trustees at the April 22, 2019 meeting. The recommendations will also be incorporated into the Tentative Budget for FY 2019-2020 at the June 24, 2019 Board Meeting.

The recommendation to the Chancellor in this report was made with consensus by BAARC for all projects listed except for the dissention by a few related to the ATEP signage project. The recommendations honor the planning processes that occurred both District-wide and at the college level throughout the year and is supportive of the recommendations that came out of the planning committees of CIC and DTC.

cc: BAARC, CIC, and DTC members  
Presidents and Vice Chancellors

**South Orange County CCD**  
**Determination of Basic Aid Allocation Amounts**  
**Fiscal Year 2019-2020**

|  | FY 2016-2017<br>Actual | FY 2017-2018<br>Actual | FY 2018-2019<br>Budget | FY 2018-2019<br>Est. Actual | FY 2019-2020<br>Projected |
|--|------------------------|------------------------|------------------------|-----------------------------|---------------------------|
| Property Tax Revenue <sup>1</sup>                | 197,741,344            | 212,359,222            | 217,260,000            | 220,650,000                 | 227,983,000               |
| Net Student Fee Revenue                          | 17,430,316             | 16,881,038             | 16,800,000             | 16,050,000                  | 16,000,000                |
| Interest on Property Taxes                       | 89,673                 | 161,708                | 50,000                 | 51,000                      | 50,000                    |
| Total Revenues                                   | 215,261,333            | 229,401,968            | 234,110,000            | 236,751,000                 | 244,033,000               |
| PY DRAC Allocation Adjustment                    | -                      | -                      | -                      | -                           | -                         |
| DRAC Model Allocation                            | (149,244,052)          | (156,461,881)          | (160,820,622)          | (160,820,622)               | (162,235,234)             |
| <b>Total Property Taxes for Basic Aid</b>        | <b>66,017,281</b>      | <b>72,940,087</b>      | <b>73,289,378</b>      | <b>75,930,378</b>           | <b>81,797,766</b>         |
| Contingency for Unrealized Tax Coll (20%)        | (11,702,190)           | (12,830,424)           | (14,657,876)           | (14,657,876)                | (16,359,553)              |
| <b>Net Amount Property Taxes for Basic Aid</b>   | <b>54,315,091</b>      | <b>60,109,663</b>      | <b>58,631,502</b>      | <b>61,272,502</b>           | <b>65,438,213</b>         |
| Prior Year Contingency                           | 8,953,817              | 11,702,190             | 12,830,424             | 12,830,424                  | 14,657,876                |
| Unallocated Prior Year Funds                     | 7,276,155              | 10,688,526             | 20,919,973             | 20,919,973                  | 13,360,109                |
| Basic Aid Project Funds Returned                 | 965,527                | 7,516,378              |                        | 1,528,254                   |                           |
| ATEP Operations balance                          | 53,386                 |                        |                        |                             |                           |
| <b>Total Basic Aid Funds Available</b>           | <b>71,563,976</b>      | <b>90,016,757</b>      | <b>92,381,899</b>      | <b>96,551,153</b>           | <b>93,456,198</b>         |
| Long Term Obligations and Fixed Exp <sup>2</sup> | (24,625,000)           | (17,360,000)           | (5,544,000)            | (5,544,000)                 | (5,830,000)               |
| Allocation for Basic Aid Projects                | (3,306,432)            | (50,786,784)           | (77,647,044)           | (77,647,044)                |                           |
| Additional Allocation <sup>3</sup>               | (32,944,019)           | (950,000)              | (1,500)                |                             |                           |
| Allocation for Unfunded OPEB Liability           | -                      | -                      | -                      | -                           | -                         |
| <b>Net Amount Available for BAARC Allocation</b> | <b>10,688,526</b>      | <b>20,919,973</b>      | <b>9,189,355</b>       | <b>13,360,109</b>           | <b>87,626,198</b>         |


Notes: <sup>1</sup> Per BP 3110 and AR 3110, Property Taxes are based on conservative estimates

<sup>2</sup> Projection for FY 2019-2020

|  |                  |
|--|------------------|
| Retiree Benefits Current Year - On-Going | 5,040,000        |
| Retiree Benefits Liability               | 660,000          |
| Legislative Advocacy                     | 130,000          |
| Trustee Election                         | -                |
| Pension Rate Stabilization Program       | -                |
| <b>TOTAL</b>                             | <b>5,830,000</b> |

<sup>3</sup> Adopted Budget Allocations



**To:** Basic Aid Allocation Recommendation Committee (BAARC) members  
**From:** Ann-Marie Gabel, Chair - Capital Improvement Committee (CIC) on behalf of CIC   
**Subject:** **Capital Improvement and Scheduled Maintenance Related Recommendations to BAARC for FY 2019-2020**  
**Date:** March 15, 2019

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Attached are the Capital Improvement Committee's (CIC) recommendations for the following items to be funded from Basic Aid:

- Capital Projects- Priorities FY 2019-2020.....\$52,921,860
  - Capital Projects-Special Project Support – Planning, Specialists, Legal.....\$5,833,118
  - Access Control.....\$2,481,185
  - ADA.....\$3,000,000
  - Scheduled Maintenance Projects- Priorities.....\$2,200,000
  - Renovation and Other Facilities Related Projects.....\$6,460,000
- Total CIC recommendation for Capital-Related Projects = \$72,896,163**

The Capital Improvement Committee (CIC) has met and conferred on the above list of projects for the basic aid cycle for FY 2019-2020.

As required in BP and AR 3110, the prioritized lists were based on college priorities and plans, including the EFMP and 5 Year Construction Plan. (Please see the attachments for the various related spreadsheets).

The committee requests that if there are reductions to be made to these recommendations, consideration be given to reduce from the IVC Fine Arts and/or Student Services Center Renovation projects. Any reduction in the amount would then be funded in the next fiscal year.

We are prepared to present this CIC recommendation for discussion at your next scheduled BAARC meeting on March 26, 2019.

#### Attachments

cc: CIC members –Juan Avalos, Steve Crapo, Brandy D'Lena, Darren England, Medhanie Ephrem, Linda Fontanilla, Ann-Marie Gabel, Jeff Hurlbut, Davit Khachatryan, Kim McCord, Chris McDonald, June McLaughlin, Maria Núñez, Mary Opel, Jim Rogers, Blake Stephens, Cory Wathen, Tram Vo-Kumamoto

Presidents – Roquemore and Stern

| <b>Capital and Scheduled Maintenance Project Priorities-FY 2019-2020</b>       |  |                                      |
|--|--|--------------------------------------|
| Recommendation based on 2.14.19 CIC meeting                                    |  |                                      |
| Location   | Project Description                          | Amount                               |
| <b>Capital Projects</b>  |  | <i>Recommended Basic Aid Funding</i> |
| IVC  | Fine Arts Building                           | \$7,172,680                          |
| IVC  | Student Services Center Renovation           | \$23,850,000                         |
| IVC  | Soccer and Practice Fields                   | \$10,000,000                         |
| IVC  | Electric Vehicle Charging Station            | \$400,000                            |
| SC   | Gateway Building                             | \$6,599,180                          |
| ATEP   | Signage                                      | \$4,900,000                          |
| <b>Subtotal for Capital Projects</b>   |  | <b>\$52,921,860</b>                  |
| <b>Capital Projects-Special Project Support – Planning, Specialists, Legal</b> |  | <i>Recommended Basic Aid Funding</i> |
| ATEP   | First Building Support - IDEA Bldg           | \$796,978                            |
| ATEP   | Site Development                             | \$2,000,000                          |
| DW   | IPP, FPP, 5YP                                | \$1,140,000                          |
| DW   | Pre-Planning & Investigation                 | \$396,140                            |
| DW   | Architectural Standards                      | \$1,500,000                          |
| <b>Subtotal for Special Projects</b>   |  | <b>\$5,833,118</b>                   |
| <b>Access Control</b>  |  | <i>Recommended Basic Aid Funding</i> |
| IVC  | Access Controls                              | \$2,481,185                          |
| <b>Subtotal for Access Control</b>   |  | <b>\$2,481,185</b>                   |
| <b>ADA</b>   |  | <i>Recommended Basic Aid Funding</i> |
| DW   | District-wide ADA Survey - annual allocation | \$3,000,000                          |
| <b>Subtotal for ADA</b>  |  | <b>\$3,000,000</b>                   |
| <b>Scheduled Maintenance Projects - Priorities</b>                             |  | <i>Recommended Basic Aid Funding</i> |
| SC   | Scheduled Maintenance                        | \$2,200,000                          |
| <b>Subtotal for Scheduled Maintenance Projects</b>                             |  | <b>\$2,200,000</b>                   |
| <b>Renovation and Other Facilities Related Projects</b>                        |  | <i>Recommended Basic Aid Funding</i> |
| IVC  | B200 Rebuild Classroom Wing & Labs           | \$200,000                            |
| IVC  | Library Phase II Remodel                     | \$900,000                            |
| SC   | BMS Controls                                 | \$4,900,000                          |
| DW   | Warehouse Canopy                             | \$460,000                            |
| <b>Subtotal for Renovation and Other Facilities Related Projects</b>           |  | <b>\$6,460,000</b>                   |
| <b>Total - CIC Recommendation FY 2019-2020</b>                                 |  | <b>\$72,896,163</b>                  |

Irvine Valley College  
CIC/BAARC  
FY 2019-2020

| #  | Project Name   | Type                  | Planning Document                | Project Budget | Amount Needed | 2018-2019    | 2019-20       | 2020-21       | 2021-22       | 2022-2023    | 2023-2024 & beyond | Total Requested Funding                     | Basic Aid Existing Funding | Other Existing Funding | State Funding |
|----|--|-----------------------|----------------------------------|----------------|---------------|--------------|---------------|---------------|---------------|--------------|--------------------|---|----------------------------|------------------------|---------------|
|    | A200 Success Center  | Remove/ Replace       | EFMP* 2011-2016/ FAC** 2011-2016 | \$ 39,565,000  | \$ 39,060,000 | \$ -         | \$ -          | \$ -          | \$ -          | \$ 3,956,500 | \$ 35,103,500      | \$ 39,060,000                               | \$ 505,000                 | \$ -                   | \$ -          |
|    | B200 Rebuild Classroom Wing & Labs                                   | Renovation            | FCA** 2011-2016                  | \$ 3,610,000   | \$ 1,500,000  | \$ 1,500,000 | \$ 200,000    | \$ 1,300,000  | \$ -          | \$ -         | \$ -               | \$ 1,500,000                                | \$ 1,900,000               | \$ 210,000             | \$ -          |
| 10 | Fine Arts Building   | New Construction      | EFMP* 2011-2016                  | \$ 45,762,000  | \$ 7,172,680  | \$ -         | \$ 7,172,680  | \$ -          | \$ -          | \$ -         | \$ -               | \$ 7,172,680                                | \$ 15,387,320              | \$ -                   | \$ 23,202,000 |
| 10 | Fine Arts Building - Additional Local Funding in lieu of state match | New Construction      | EFMP* 2011-2016                  | *See above     | \$ -          | \$ -         | \$ -          | \$ 4,000,000  | \$ 4,000,000  | \$ -         | \$ -               | *See Above, only needed if no state funding | * See Above                | \$ -                   | \$ -          |
|    | Health Center - Concessions  | New Construction      | EFMP* 2016-2021                  | \$ 7,500,000   | \$ -          | \$ 1,360,000 | \$ -          | \$ -          | \$ -          | \$ -         | \$ -               | \$ -  | \$ 7,500,000               | \$ -                   | \$ -          |
|    | Parking Lot Phase 1 & 2  | New Construction      | EFMP* 2011-2016                  | \$ 8,788,000   | \$ -          | \$ 1,300,000 | \$ -          | \$ -          | \$ -          | \$ -         | \$ -               | \$ -  | \$ 8,788,000               | \$ -                   | \$ -          |
|    | Access Control   | New Facilities System | EFMP* 2011-2016                  | \$ 4,200,000   | \$ 2,481,185  | \$ 1,718,815 | \$ 2,481,185  | \$ -          | \$ -          | \$ -         | \$ -               | \$ 2,481,185                                | \$ 1,718,815               | \$ -                   | \$ -          |
|    | Overdue Scheduled Maintenance Projects                               | Scheduled Maintenance | FCA** 2011-2016                  | \$ 19,140,810  | \$ 15,312,648 | \$ 3,828,162 | \$ -          | \$ 3,828,162  | \$ -          | \$ 3,828,162 | \$ 7,656,324       | \$ 15,312,648                               | \$ 3,828,162               | \$ -                   | \$ -          |
| 12 | B300 First & Second Floor Renovation                                 | Renovation            | EFMP* 2011-2016                  | \$ 13,631,366  | \$ 6,815,609  | \$ -         | \$ -          | \$ -          |               | \$ 275,000   | \$ 6,540,609       | \$ 6,815,609                                | \$ -                       | \$ -                   | \$ 6,815,700  |
|    | Student Services Center Renovation                                   | Renovation/ FF&E      | EFMP* 2011-2016                  | \$ 48,300,000  | \$ 48,150,000 | \$ -         | \$ 23,850,000 | \$ 12,150,000 | \$ 12,150,000 | \$ -         | \$ -               | \$ 48,150,000                               | \$ 150,000                 | \$ -                   | \$ -          |
| 11 | Soccer and Practice Fields   | Renovation            | EFMP* 2016-2021                  | \$ 10,175,000  | \$ 10,000,000 | \$ 175,000   | \$ 10,000,000 | \$ -          | \$ -          | \$ -         | \$ -               | \$ 10,000,000                               | \$ 175,000                 | \$ -                   | \$ -          |
|    | Library Phase II Remodel   | Renovation/ FF&E      | EFMP* 2011-2016                  | \$ 1,000,000   | \$ 900,000    | \$ -         | \$ 900,000    | \$ -          | \$ -          | \$ -         | \$ -               | \$ 900,000                                  | \$ -                       | \$ 100,000             | \$ -          |
|    | Electric Vehicle Charging Station                                    | New Construction      | Sustainability Plan              | \$ 400,000     | \$ 400,000    | \$ -         | \$ 400,000    | \$ -          | \$ -          | \$ -         | \$ -               | \$ 400,000                                  | \$ -                       | \$ -                   | \$ -          |
| 21 | A-Quad Landscape/Hardscape   | Renovation            | EFMP* 2016-2021                  | \$ 6,206,000   | \$ 6,206,000  | \$ -         | \$ -          | \$ -          | \$ -          | \$ 620,600   | \$ 5,585,400       | \$ 6,206,000                                | \$ -                       | \$ -                   | \$ -          |
| 22 | Performing Arts Yard Renovation                                      | Renovation            | EFMP* 2011-2016                  | \$ 1,002,085   | \$ 1,002,085  | \$ -         | \$ -          | \$ -          | \$ -          | \$ 100,209   | \$ 901,876         | \$ 1,002,085                                | \$ -                       | \$ -                   | \$ -          |
|    | New Fine Arts Promenade Landscape and Hardscape                      | New Construction      | EFMP* 2016-2021                  | \$ 7,169,000   | \$ 7,169,000  | \$ -         | \$ -          | \$ -          | \$ -          | \$ 716,900   | \$ 6,452,100       | \$ 7,169,000                                | \$ -                       | \$ -                   | \$ -          |
| 17 | Campus Entrance Plaza  | Renovation            | EFMP* 2016-2021                  | \$ 9,202,000   | \$ 9,202,000  | \$ -         | \$ -          | \$ -          | \$ 920,200    | \$ 8,281,800 | \$ -               | \$ 9,202,000                                | \$ -                       | \$ -                   | \$ -          |

ATTACHMENT B

EXHIBIT A  
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Irvine Valley College  
CIC/BAARC  
FY 2019-2020

| #     | Project Name            | Type             | Planning Document | Project Budget | Amount Needed  | 2018-2019    | 2019-20       | 2020-21       | 2021-22       | 2022-2023     | 2023-2024 & beyond | Total Requested Funding | Basic Aid Existing Funding | Other Existing Funding | State Funding |
|-------|-------------------------|------------------|-------------------|----------------|----------------|--------------|---------------|---------------|---------------|---------------|--------------------|-------------------------|----------------------------|------------------------|---------------|
| 24    | New Auxiliary Gymnasium | New Construction | EFMP* 2016-2021   | \$ 18,725,000  | \$ 18,725,000  | \$ -         | \$ -          | \$ -          | \$ -          | \$ 1,872,500  | \$ 16,852,500      | \$ 18,725,000           | \$ -                       | \$ -                   | \$ -          |
| 27    | SSC Expansion Annex     | New Construction | EFMP* 2021-2031   | \$ 13,148,385  | \$ 13,148,385  | \$ -         | \$ -          | \$ -          | \$ -          | \$ 1,314,839  | \$ 11,833,546      | \$ 13,148,385           | \$ -                       | \$ -                   | \$ -          |
| TOTAL |                         |                  |                   | \$ 257,524,646 | \$ 187,244,592 | \$ 9,881,977 | \$ 45,003,865 | \$ 21,278,162 | \$ 17,070,200 | \$ 20,966,510 | \$ 90,925,855      | \$ 187,244,592          | \$ 39,952,297              | \$ 310,000             | \$ 30,017,757 |

\*EFMP - Education & Facilities Master Plan

\*\*FCA - Facility Condition Assessment Report

Saddleback College  
CIC/BAARC  
FY 2019-2020

| #  | Project Name   | Type                     | Planning Document | Project Budget |             | Amount Needed  | 2018-2019     | 2019-20       | 2020-21       | 2021-22       | 2022-2023     | 2023-2024 & beyond | Total Requested Funding | Basic Aid Existing Funding | Other Existing Funding | State Funding |
|----|--|--------------------------|-------------------|----------------|-------------|----------------|---------------|---------------|---------------|---------------|---------------|--------------------|-------------------------|----------------------------|------------------------|---------------|
| 2  | ATAS Building  | New Construction         | EFMP              | \$             | 64,100,000  | \$ -           | \$ 44,863,622 | \$ -          | \$ -          | \$ -          | \$ -          | \$ -               | \$ -                    | \$ 64,100,000              | \$ -                   | \$ -          |
| 7  | Gateway Building   | New Construction         | EFMP              | \$             | 52,338,000  | \$ 6,599,180   | \$ -          | \$ 6,599,180  | \$ -          | \$ -          | \$ -          | \$ -               | \$ 6,599,180            | \$ 19,658,820              | \$ -                   | \$ 26,080,000 |
|    | Access Control   | New Construction         |                   | \$             | 10,210,231  | \$ -           | \$ 4,000,000  | \$ -          | \$ -          | \$ -          | \$ -          | \$ -               | \$ -                    | \$ 4,000,000               | \$ 6,210,231           | \$ -          |
|    | Walkway Lot 9 to Quad  | Renovation               | ADA Plan          | \$             | 850,000     | \$ -           | \$ 350,000    | \$ -          | \$ -          | \$ -          | \$ -          | \$ -               | \$ -                    | \$ 850,000                 | \$ -                   | \$ -          |
|    | Scheduled Maintenance  | Maintenance              | FCA               | \$             | 27,000,000  | \$ 27,000,000  | \$ -          | \$ 2,200,000  | \$ 6,200,000  | \$ 6,200,000  | \$ 6,200,000  | \$ 6,200,000       | \$ 27,000,000           | \$ -                       | \$ -                   | \$ -          |
| 12 | Science Math Building  | Renovation               | EFMP              | \$             | 39,329,091  | \$ 24,847,750  | \$ -          | \$ -          | \$ -          | \$ -          | \$ 3,932,909  | \$ 20,914,841      | \$ 24,847,750           | \$ -                       | \$ -                   | \$ 14,481,341 |
| 15 | ATEP Center for Innovation in HealthCare Education (Criteria Design)     | New Construction         | EFMP              | \$             | 32,385,000  | \$ 32,385,000  | \$ -          | \$ -          | \$ -          | \$ 2,000,000  | \$ 15,192,500 | \$ 15,192,500      | \$ 32,385,000           | \$ -                       | \$ -                   | \$ -          |
| 16 | Student Services   | Renovation               | EFMP              | \$             | 27,919,625  | \$ 27,919,625  | \$ -          | \$ -          | \$ 3,919,625  | \$ 12,000,000 | \$ 12,000,000 | \$ -               | \$ 27,919,625           | \$ -                       | \$ -                   | \$ -          |
| 20 | Quad/Site Improvements   | Renovation and repairs   | EFMP              | \$             | 4,542,000   | \$ 4,542,000   | \$ -          | \$ -          | \$ -          | \$ 4,542,000  | \$ -          | \$ -               | \$ 4,542,000            | \$ -                       | \$ -                   | \$ -          |
| 14 | TAS Building   | TBD                      | EFMP              | \$             | 24,450,399  | \$ 24,450,399  | \$ -          | \$ -          | \$ -          | \$ 3,789,861  | \$ 10,330,269 | \$ 10,330,269      | \$ 24,450,399           | \$ -                       | \$ -                   | \$ -          |
| 21 | Fine Arts Building Renovation  | Renovation               | EFMP              | \$             | 31,030,000  | \$ 31,030,000  | \$ -          | \$ -          | \$ -          | \$ 15,515,000 | \$ 15,515,000 | \$ -               | \$ 31,030,000           | \$ -                       | \$ -                   | \$ -          |
|    | BMS Controls   | Renovation and upgrades  | FCA               | \$             | 4,900,000   | \$ 4,900,000   | \$ -          | \$ 4,900,000  | \$ -          | \$ -          | \$ -          | \$ -               | \$ 4,900,000            | \$ -                       | \$ -                   | \$ -          |
| 29 | Physical Education-New Lifetime Fitness and Wellness Center              | Renovation               | EFMP              | \$             | 17,779,833  | \$ 17,779,833  | \$ -          | \$ -          | \$ -          | \$ -          | \$ 2,000,000  | \$ 15,779,833      | \$ 17,779,833           | \$ -                       | \$ -                   | \$ -          |
|    | Utility Distribution Repairs (Electrical, Gas, Chilled Water, Hot Water) | Repairs                  | FCA               | \$             | 1,500,000   | \$ 1,500,000   | \$ -          | \$ -          | \$ -          | \$ 1,500,000  | \$ -          | \$ -               | \$ 1,500,000            | \$ -                       | \$ -                   | \$ -          |
|    | 12kV Electrical Distribution/Equipment Replacement                       | Renovation & replacement | FCA               | \$             | 1,200,000   | \$ 1,200,000   | \$ -          | \$ -          | \$ -          | \$ 1,200,000  | \$ -          | \$ -               | \$ 1,200,000            | \$ -                       | \$ -                   | \$ -          |
|    | District Services/HS Structural (Review and Design)                      | Repairs                  | FCA               | \$             | 750,000     | \$ 750,000     | \$ -          | \$ -          | \$ -          | \$ -          | \$ 750,000    | \$ -               | \$ 750,000              | \$ -                       | \$ -                   | \$ -          |
|    | Total  |                          |                   | \$             | 340,284,179 | \$ 204,903,787 | \$ 49,213,622 | \$ 13,699,180 | \$ 10,119,625 | \$ 46,746,861 | \$ 65,920,678 | \$ 68,417,443      | \$ 204,903,787          | \$ 88,608,820              | \$ 6,210,231           | \$ 40,561,341 |

\*EFMP - Education & Facilities Master Plan  
\*\*FCA - Facility Condition Assessment Report

Priorities to align with 5YP priorities. Other types of projects not numbered.

ATTACHMENT B.

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EXHIBIT A



ATEP and District-wide  
CIC/BAARC  
FY 2019-2020

| #                      | Location      | Project Name                                   | Type       | Planning Document     | Project Budget | Amount Needed  | 2018-19       | 2019-20       | 2020-21       | 2021-22       | 2022-23       | 2023-24 & beyond | Total Requested Funding | Basic Aid Existing Funding | Other Existing Funding | State Funding |
|------------------------|---------------|--|------------|-----------------------|----------------|----------------|---------------|---------------|---------------|---------------|---------------|------------------|-------------------------|----------------------------|------------------------|---------------|
|                        | ATEP          | First Building Support                         | Planning   | Strategic Plan        | \$ 2,317,303   | \$ 796,978     | \$ 770,325    | \$ 796,978    | \$ -          | \$ -          | \$ -          | \$ -             | \$ 796,978              | \$ 1,520,325               | \$ -                   | \$ -          |
| P0734                  | ATEP          | Site Development                               | Planning   | Strategic Plan, EFMP  | \$ 4,500,882   | \$ 4,000,000   | \$ -          | \$ 2,000,000  | \$ -          | \$ 2,000,000  | \$ -          | \$ -             | \$ 4,000,000            | \$ 500,882                 | \$ -                   | \$ -          |
| P1063                  | ATEP          | Signage  | New        | ATEP Development Plan | \$ 5,400,000   | \$ 4,900,000   | \$ 500,000    | \$ 4,900,000  | \$ -          | \$ -          | \$ -          | \$ -             | \$ 4,900,000            | \$ 500,000                 | \$ -                   | \$ -          |
| P1016                  | Saddleback    | OCR Ramp                                       | Renovation | ADA                   | \$ 850,000     | \$ -           | \$ 350,000    | \$ -          | \$ -          | \$ -          | \$ -          | \$ -             | \$ -                    | \$ 850,000                 | \$ -                   | \$ -          |
| P1017                  | District-wide | ADA Projects                                   | Planning   | ADA Survey            | \$ 36,000,000  | \$ 30,000,000  | \$ 3,000,000  | \$ 3,000,000  | \$ 3,000,000  | \$ 3,000,000  | \$ 3,000,000  | \$ 18,000,000    | \$ 30,000,000           | \$ 6,000,000               | \$ -                   | \$ -          |
| P0750                  | District-wide | Mapping  | Planning   | EFMP                  | \$ 3,900,000   | \$ -           | \$ 3,000,000  | \$ -          | \$ -          | \$ -          | \$ -          | \$ -             | \$ -                    | \$ 3,900,000               | \$ -                   | \$ -          |
| P0726                  | District-wide | Sustainability Phase II                        | Planning   | EFMP Prep             | \$ 354,129     | \$ -           | \$ 200,000    | \$ -          | \$ -          | \$ -          | \$ -          | \$ -             | \$ -                    | \$ 354,129                 | \$ -                   | \$ -          |
| P1009                  | District-wide | Technology Consultant for Capital Construction | Planning   | EFMP, FCA             | \$ 378,223     | \$ -           | \$ 25,000     | \$ -          | \$ -          | \$ -          | \$ -          | \$ -             | \$ -                    | \$ 378,223                 | \$ -                   | \$ -          |
| P1010                  | District-wide | EFMP   | Planning   | EFMP                  | \$ 2,381,772   | \$ 1,500,000   | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          | \$ 1,500,000     | \$ 1,500,000            | \$ 881,772                 | \$ -                   | \$ -          |
| P0731                  | District-wide | IPP, FPP, 5YP                                  | Planning   | EFMP                  | \$ 3,305,000   | \$ 2,890,000   | \$ -          | \$ 1,140,000  | \$ -          | \$ -          | \$ -          | \$ 1,750,000     | \$ 2,890,000            | \$ 415,000                 | \$ -                   | \$ -          |
| P0751                  | District-wide | Pre-Planning & Investigation                   | Planning   | EFMP, FCA             | \$ 571,140     | \$ 396,140     | \$ 175,000    | \$ 396,140    | \$ -          | \$ -          | \$ -          | \$ -             | \$ 396,140              | \$ 175,000                 | \$ -                   | \$ -          |
|                        | District-wide | Architectural Standards                        | Planning   | EFMP                  | \$ 1,500,000   | \$ 1,500,000   | \$ -          | \$ 1,500,000  | \$ -          | \$ -          | \$ -          | \$ -             | \$ 1,500,000            | \$ -                       | \$ -                   | \$ -          |
|                        | District-wide | Warehouse Canopy                               | Renovation |                       | \$ 460,000     | \$ 460,000     | \$ -          | \$ 460,000    | \$ -          | \$ -          | \$ -          | \$ -             | \$ 460,000              | \$ -                       | \$ -                   | \$ -          |
| TOTAL                  |               |  |            |                       | \$ 61,918,449  | \$ 46,443,118  | \$ 8,020,325  | \$ 14,193,118 | \$ 3,000,000  | \$ 5,000,000  | \$ 3,000,000  | \$ 21,250,000    | \$ 46,443,118           | \$ 15,475,331              | \$ -                   | \$ -          |
| TOTAL FOR ALL REQUESTS |               |  |            |                       | \$ 659,727,274 | \$ 438,591,497 | \$ 67,115,924 | \$ 72,896,163 | \$ 34,397,787 | \$ 68,817,061 | \$ 89,887,188 | \$ 180,593,298   | \$ 438,591,497          | \$ 144,036,448             | \$ 6,520,231           | \$ 70,579,098 |

OFFICE OF THE VICE CHANCELLOR OF  
TECHNOLOGY & LEARNING SERVICES  
MEMORANDUM

To: Ann-Marie Gabel, Chair  
Basic Aid Allocation Recommendation Committee (BAARC)

From: Dr. Robert Bramucci, Chair *RB*  
District-wide Technology Committee (DTC)

Date: March 21, 2019

Re: 2019-2020 Proposed Basic Aid Funding for Technology Projects

TLT and DTC met on Thursday, February 28, 2019, and agreed by consensus to the following basic aid funding request for 2019-2020 technology projects:

| CATEGORY   | 2019-2020<br>Proposed Technology<br>Projects | 2019-2020<br>Funding Allocation<br>Approved by TLT and<br>DTC on 2/28/19 |
|--|--|--|
| <b>Category A</b>  |  |  |
| SIS: State Compliance and College Requests   | \$1,814,400                                  | \$1,814,400  |
| Workday HR/Finance System  | \$1,100,000                                  | \$1,100,000  |
| <b>Sub-total Category A</b>  | <b>\$2,914,400</b>                           | <b>\$2,914,400</b>   |
| <b>Category B</b>  |  |  |
| Other District-wide Projects<br>(MAP, SmartSchedule, Network Security, Infrastructure, SIS,<br>etc.)                     | \$5,686,000                                  | \$4,340,400  |
| <b>Sub-total Category B</b>  | <b>\$5,686,000</b>                           | <b>\$4,340,400</b>   |
| <b>Category C</b>  |  |  |
| College Projects<br>(Desktop Refresh, Classroom Technology, Wireless, and<br>Audio Visual)<br>Allocation to each college | \$11,102,707                                 | \$7,220,356  |
| <b>Sub-total Category C</b>  | <b>\$11,102,707</b>                          | <b>\$7,220,356</b>   |
| <b>SUBTOTAL</b>  | <b>\$19,703,107</b>                          | <b>\$14,475,156</b>  |
| <b>Innovation (5% - per AR 3110)</b>   | <b>\$985,155</b>                             | <b>\$ 723,758</b>  |
| <b>TOTAL</b>   | <b>\$20,688,262</b>                          | <b>\$15,198,914</b>  |

ATTACHMENT C  
**District-wide Technology Committee**  
**2019-2020 Proposed Technology Projects**  
**for Basic Aid Funding Consideration**  
**SUMMARY**

| Project Name  | 2019-2020<br>Proposed<br>Technology<br>Projects | 2019-2020<br>Revised Funding<br>Request |
|---|---|---|
| <b>CATEGORY A - SIS and Workday Systems</b>                                       |   |   |
| SIS: State Compliance and College Requests  | \$ 1,814,400                                    | \$ 1,814,400                            |
| Workday HR/Finance System FY 2019-2020  | \$ 1,100,000                                    | \$ 1,100,000                            |
| <b>Subtotal: Category A</b>   | <b>\$ 2,914,400</b>                             | <b>\$ 2,914,400</b>                     |
| <b>CATEGORY B - District-wide Projects</b>  |   |   |
| Block Registraton<br>Phase 1; Total Project Cost = \$200,000                      | \$ 151,200                                      | \$ 100,000                              |
| Canvas Grade Submission Integration   | \$ 150,000                                      | \$ 150,000                              |
| District-wide Content Management System for District and College<br>Websites      | \$ 200,000                                      | \$ 200,000                              |
| District-wide Employee email Infrastructure Enhancements                          | \$ 160,000                                      | \$ 160,000                              |
| District-wide Information Security Initiatives                                    | \$ 240,000                                      | \$ 240,000                              |
| District-wide IT Infrastructure Strategic Planning                                | \$ 190,000                                      | \$ 190,000                              |
| Engineering Services Support - DevOps/Identity Management/Cloud<br>Infrastructure | \$ 300,000                                      | \$ 300,000                              |
| Guided Pathways One-Click Registration  | \$ 285,000                                      | \$ 285,000                              |
| Identity Management Assessment and Design   | \$ 150,000                                      | \$ 150,000                              |
| MAP Enhancements/Guided Pathways Support  | \$ 385,000                                      | \$ 385,000                              |
| On-premises and Cloud-based Systems Infrastructure Expansion                      | \$ 500,000                                      | \$ 500,000                              |
| Replace Two EOL/EOS District Data Center HVAC Units                               | \$ 350,000                                      | \$ 350,000                              |

2019-03-20

ATTACHMENT C  
**District-wide Technology Committee**  
**2019-2020 Proposed Technology Projects**  
**for Basic Aid Funding Consideration**  
**SUMMARY**

| Project Name  | 2019-2020<br>Proposed<br>Technology<br>Projects | 2019-2020<br>Revised Funding<br>Request |
|---|---|---|
| SIS Cloud Migration Pilot   | \$ 250,000                                      | \$ 150,000                              |
| SIS Integration Architecture  | \$ 250,000                                      | \$ 150,000                              |
| SIS Reliability Upgrade (Automated Testing)   | \$ 225,000                                      | \$ 150,000                              |
| Student Activity Tracking, Workflow and Transcript  | \$ 453,600                                      | \$ 300,000                              |
| Student Appointment System  | \$ 378,000                                      | \$ 278,000                              |
| Student Document Upload   | \$ 201,600                                      | \$ -                                    |
| Student Recruiting  | \$ 302,400                                      | \$ 302,400                              |
| Category B Basic Aid Allocation Delta if Using Standard 50/50 Split for<br>Categories B and C | \$ 564,200                                      | \$ -                                    |
| <b>Subtotal: Category B</b>   | <b>\$ 5,686,000</b>                             | <b>\$ 4,340,400</b>                     |
| <b>CATEGORY C - College Projects</b>  |   |   |
| <b>Saddleback College</b>   |   |   |
| Cabling Plant Refresh   | \$ 1,140,170                                    | \$ 400,000                              |
| College Desktop Refresh   | \$ 164,000                                      | \$ 164,000                              |
| Wireless Upgrade  | \$ 1,900,000                                    | \$ 650,000                              |
| Classroom Technology & Audio Visual Refresh (Phase 3)   | \$ 2,400,000                                    | \$ 2,400,000                            |
| Subtotal: Saddleback College  | \$ 5,604,170                                    | \$ 3,614,000                            |
| <b>Irvine Valley College</b>  |   |   |
| 2019 IVC Consolidated Technology Request  | \$ 5,498,537                                    |   |



ATTACHMENT C  
District-wide Technology Committee  
2019-2020 Proposed Technology Projects  
for Basic Aid Funding Consideration  
SUMMARY

| Project Name   | 2019-2020<br>Proposed<br>Technology<br>Projects | 2019-2020<br>Revised Funding<br>Request |
|--|---|---|
| Classroom Technology & Audio Visual Refresh  |   | \$ 1,700,000                            |
| Desktop Refresh  |   | \$ 791,156                              |
| Server Refresh   |   | \$ 150,000                              |
| SAN  |   | \$ 865,200                              |
| Wireless Aps & Controllers<br>Phase 1 Planning Funds; Total Project Cost = \$936,000 |   | \$ 100,000                              |
| Subtotal: IVC  | \$ 5,498,537                                    | \$ 3,606,356                            |
| Subtotal: Category C   | \$ 11,102,707                                   | \$ 7,220,356                            |
| Subtotal: All Categories   | \$ 19,703,107                                   | \$ 14,475,156                           |
| Innovation (5% per AR 3110)  | \$ 985,155                                      | \$ 723,758                              |
| TOTAL  | \$ 20,688,262                                   | \$ 15,198,914                           |

**TO:** Board of Trustees  
**FROM:** Kathleen F. Burke, Chancellor  
**RE:** SOCCCD: 2020-2021 Academic Calendar  
**ACTION:** Approval

---

**BACKGROUND**

Annually the South Orange County Community College District Academic Calendar Committee convenes to review the development of the academic calendar. During the 2018-2019 academic year, representatives from the governance groups studied calendar options for 2020-2021.

On March 1, 2019, the District-wide Academic Calendar Committee met and voted to approve the proposed calendar, which is presented as Exhibit A. On March 25, 2019, the Board of Trustees accepted for review and study the proposed 2020-2021 Academic Calendar.

**STATUS**

The proposed 2020-2021 Academic Calendar meets Education Code requirements, accounts for holidays mandated by the California Community College Chancellor's Office (Exhibit B), and includes classified staff holidays in compliance with Article 10 of the California School Employees Association (CSEA) contract and Article 9 of the Police Officers Association (POA) Master Agreement.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the proposed Academic Calendar for 2020-2021 (Exhibit A).

Item Submitted by: *Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services*



# ACADEMIC CALENDAR 2020-2021

SADDLEBACK COLLEGE

IRVINE VALLEY COLLEGE

## FALL SEMESTER 2020

### AUGUST 2020

S M T W T F S

|    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|
|    |    |    |    |    |    | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 |    |    |    |    |    |

### SEPTEMBER 2020

S M T W T F S

|    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|
|    |    | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 |    |    |    |

### OCTOBER 2020

S M T W T F S

|    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  |    |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

### NOVEMBER 2020

S M T W T F S

|    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 |    |    |    |    |    |

### DECEMBER 2020

S M T W T F S

|    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|
|    |    | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 |    |    |

## SPRING SEMESTER 2021

### JANUARY 2021

S M T W T F S

|    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|
|    |    |    |    |    | 1  | 2  |
| 3  | 4  | 5  | 6  | 7  | 8  | 9  |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 |    |    |    |    |    |    |

### FEBRUARY 2021

S M T W T F S

|    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|
|    |    | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 |    |    |    |

### MARCH 2021

S M T W T F S

|    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|
|    |    | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 |    |    |

### APRIL 2021

S M T W T F S

|    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|
|    |    |    |    | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 |    |

### MAY 2021

S M T W T F S

|    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|
|    |    |    |    |    |    | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |

## SUMMER SESSION 2021

### MAY 2021

S M T W T F S

|    |    |  |  |  |  |  |
|----|----|--|--|--|--|--|
| 30 | 31 |  |  |  |  |  |
|----|----|--|--|--|--|--|

### JUNE 2021

S M T W T F S

|    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 |    |    |

### JULY 2021

S M T W T F S

|    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  |    |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

### AUGUST 2021

S M T W T F S

|    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |

## LEGEND

|   |  |
|---|--|
| <span style="background-color: red; color: white;">■</span> Classes Not in Session  | <span style="background-color: lightblue;">■</span> Instructional Days   |
| <span style="background-color: green;">■</span> Professional Development  | <span style="background-color: blue;">■</span> Final Examinations  |
| <span style="background-color: orange;">■</span> Sunday Classes Meet  | <span style="background-color: purple;">■</span> Faculty Contractual Days; Classes Not in Session                        |
| <span style="background-color: yellow;">■</span> Saturday Classes Meet  | <span style="border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Start of 8-Week Session |
| <span style="border: 2px solid red; border-radius: 50%; padding: 2px;">○</span> Holiday for Classified and 12-Month Employees | <span style="font-size: 1.5em;">+</span> May 27 both commencements   |

Note: Each college may develop an individual final exam schedule.



# ACADEMIC CALENDAR 2020-2021

SADDLEBACK COLLEGE ■ IRVINE VALLEY COLLEGE

## FALL SEMESTER 2020

|   |   |
|---|---|
| <b>August 10-14</b> (Monday-Friday)                 | <b>Professional Development Days</b>                    |
| <b>August 17</b> (Monday)                           | <b>Instruction Begins</b>                               |
| <b>August 17-October 12</b> (Monday-Monday)         | <b>8-Week Session</b>                                   |
| <b>September 7</b> (Monday)                         | <b>Labor Day — Holiday</b>                              |
| <b>October 14-December 16</b> (Wednesday-Wednesday) | <b>8-Week Session</b>                                   |
| <b>November 11</b> (Wednesday)                      | <b>Veterans Day — Holiday</b>                           |
| <b>November 26-27</b> (Thursday/Friday)             | <b>Thanksgiving — Holiday</b>                           |
| <b>December 9</b> (Wednesday)                       | <b>Faculty Contractual Day</b> (Classes Not in Session) |
| <b>December 10-16</b> (Thursday-Wednesday)          | <b>Final Examinations</b>                               |
| <b>December 17-January 18</b>                       | <b>Classes Not in Session</b>                           |
| <b>December 23-December 31</b> (Wednesday-Thursday) | <b>District/Colleges Closed — Holiday</b>               |

## SPRING SEMESTER 2021

|   |   |
|---|---|
| <b>January 1</b> (Friday)                   | <b>New Year's Day — Holiday</b>                         |
| <b>January 12-15</b> (Tuesday-Friday)       | <b>Professional Development Days</b>                    |
| <b>January 18</b> (Monday)                  | <b>Martin Luther King, Jr. — Holiday</b>                |
| <b>January 19</b> (Tuesday)                 | <b>Instruction Begins</b>                               |
| <b>January 19-March 19</b> (Tuesday-Friday) | <b>8-Week Session</b>                                   |
| <b>February 11</b> (Thursday)               | <b>Faculty Contractual Day</b> (Classes Not in Session) |
| <b>February 12</b> (Friday)                 | <b>President Lincoln's Day — Holiday</b>                |
| <b>February 15</b> (Monday)                 | <b>Presidents' Day — Holiday</b>                        |
| <b>March 21-27</b> (Sunday-Saturday)        | <b>Spring Break/Classes Not in Session</b>              |
| <b>March 26</b> (Friday)                    | <b>Friday of Spring Break — Holiday</b>                 |
| <b>March 31</b> (Wednesday)                 | <b>Cesar Chavez Day — Holiday</b>                       |
| <b>April 1-May 26</b> (Thursday-Wednesday)  | <b>8-Week Session</b>                                   |
| <b>May 20-26</b> (Thursday-Wednesday)       | <b>Final Examinations</b>                               |
| <b>May 27</b> (Thursday)                    | <b>Faculty Contractual Day</b> (Classes Not in Session) |
| <b>+ May 27</b> (Thursday)                  | <b>College Commencements</b>                            |

## SUMMER SESSION 2021

|  |                                 |
|--|---------------------------------|
| <b>May 31</b> (Monday)                   | <b>Memorial Day — Holiday</b>   |
| <b>June 1-August 15</b> (Tuesday-Sunday) | <b>Summer Session</b>           |
| <b>July 5</b> (Monday)                   | <b>Fourth of July — Holiday</b> |

## 2020-2021 SUMMARY

| Instructional Days       | Fall      | Spring    | Total      |
|--------------------------|-----------|-----------|------------|
| Monday                   | 17        | 16        | 33         |
| Tuesday                  | 18        | 18        | 36         |
| Wednesday                | 16        | 17        | 33         |
| Thursday                 | 16        | 16        | 32         |
| Friday                   | 16        | 16        | 32         |
| <b>SUBTOTAL</b>          | <b>83</b> | <b>83</b> | <b>166</b> |
| Professional Development | 5         | 4         | 9          |
| Faculty Contractual Days | 1         | 2         | 3          |
| <b>TOTAL</b>             | <b>89</b> | <b>89</b> | <b>178</b> |

**Summer 2021:** Start dates and session lengths may vary. See college online schedules for more information.

**Vision:** To be an educational leader in a changing world.

**Mission:** We provide a dynamic and innovative learning environment to diverse learners of all ages, background and abilities. We promote access, success and equity to meet each student's goals of skills development, certificate, associate degree, transfer or personal enrichment. We contribute to the economic vitality of the region.



STATE OF CALIFORNIA

ELOY ORTIZ OAKLEY, CHANCELLOR

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4400  
SACRAMENTO, CA 95811-6549

(916) 322-4005

<http://www.cccco.edu>



June 27, 2018

**TO:** Chief Executive Officers  
Chief Business Officers  
Chief Information System Officers  
Chief Instructional Officers  
Deans of Admissions and Records, Registrar

**FROM:** Christian Osmeña, Vice Chancellor  
College Finance and Facilities Planning Division

**SUBJECT:** Legally Mandated Holidays for Fiscal Years 2018-19, 2019-20, 2020-21 and 2021-22

A list of the legally mandated academic holidays, as specified by Education Code section 79020, is attached for your convenience in establishing your future academic calendars for fiscal years 2018-19, 2019-20, 2020-21 and 2021-22.

In addition to the legally mandated holidays listed, a college may close on March 31, known as "Cesar Chavez Day," and the fourth Friday in September, known as "Native American Day," if the district's governing board district agrees to close the college for that purpose. When "Cesar Chavez Day" falls on a Saturday or Sunday, the agreed-upon college closure day shall occur on the preceding Friday or succeeding Monday, respectively. If "Cesar Chavez Day" happens to fall on a weekday, there is no flexibility to move the corresponding holiday observance. The district shall continue to maintain the minimum required 175 days of instruction. If the district does not close for "Cesar Chavez Day" or "Native American Day," appropriate observances should be held in commemoration.

Please contact Natalie Wagner, Specialist at (916) 327-1554 or e-mail at [nwagner@cccco.edu](mailto:nwagner@cccco.edu) for holiday or academic calendar configuration questions.

Attachment

**LEGALLY MANDATED ACADEMIC HOLIDAYS**

Education Code, section 79020 requires community colleges to be closed on the following holidays:

- New Year's Day (January 1)
- Dr. Martin Luther King, Jr. Day (third Monday in January)
- Lincoln Day (February 12)
- Washington Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans Day (November 11)
- Thanksgiving Day (date proclaimed by US President)
- Christmas Day (December 25)

Generally, if any of these dates falls on a Saturday or Sunday, the holiday is observed on the preceding Friday or Monday, respectively. However, Education Code, section 79020 provides specific allowances for observance flexibility-which is reflected in the following schedules-for Veterans Day and Lincoln Day depending on the day of the week on which these holidays fall.

**Fiscal Year 2018-19**

|                              |                                   |                                 |
|------------------------------|-----------------------------------|---------------------------------|
| July 4, 2018                 | (Wednesday)                       | Independence Day                |
| September 3, 2018            | (Monday)                          | Labor Day                       |
| November 12, 2018            | (Monday)                          | Veterans Day (Observance)       |
| November 22, 2018            | (Thursday)                        | Thanksgiving Day                |
| December 25, 2018            | (Tuesday)                         | Christmas                       |
| January 1, 2019              | (Tuesday)                         | New Year's Day                  |
| January 21, 2019             | (Monday)                          | Dr. Martin Luther King, Jr. Day |
| February 8, 11, 12, 15, 2019 | (Friday, Monday, Tuesday, Friday) | Lincoln Day                     |
| February 18, 2019            | (Monday)                          | Washington Day                  |
| May 27, 2019                 | (Monday)                          | Memorial Day                    |

**Fiscal Year 2019-20**

|                   |             |                  |
|-------------------|-------------|------------------|
| July 4, 2019      | (Thursday)  | Independence Day |
| September 2, 2019 | (Monday)    | Labor Day        |
| November 11, 2019 | (Monday)    | Veterans Day     |
| November 28, 2019 | (Thursday)  | Thanksgiving Day |
| December 25, 2019 | (Wednesday) | Christmas        |
| January 1, 2020   | (Wednesday) | New Year's Day   |

|   |                                     |                                 |
|---|-------------------------------------|---------------------------------|
| January 20, 2020                          | (Monday)                            | Dr. Martin Luther King, Jr. Day |
| February 7, 10, 12, 14, 2020 <sup>2</sup> | (Friday, Monday, Wednesday, Friday) | Lincoln Day                     |
| February 17, 2020                         | (Monday)                            | Washington Day                  |
| May 25, 2020                              | (Monday)                            | Memorial Day                    |

**Fiscal Year 2020-21**

|                          |                             |                                 |
|--------------------------|-----------------------------|---------------------------------|
| July 3, 2020             | (Friday)                    | Independence Day (Observance)   |
| September 7, 2020        | (Monday)                    | Labor Day                       |
| November 9, 11, 13, 2020 | (Monday, Wednesday, Friday) | Veterans Day                    |
| November 26, 2020        | (Thursday)                  | Thanksgiving Day                |
| December 25, 2020        | (Friday)                    | Christmas                       |
| January 1, 2021          | (Friday)                    | New Year's Day                  |
| January 18, 2021         | (Monday)                    | Dr. Martin Luther King, Jr. Day |
| February 12, 2021        | (Friday)                    | Lincoln Day                     |
| February 15, 2021        | (Monday)                    | Washington Day                  |
| May 31, 2021             | (Monday)                    | Memorial Day                    |

**Fiscal Year 2021-22**

|                                    |                    |                                 |
|------------------------------------|--------------------|---------------------------------|
| July 5, 2021                       | (Monday)           | Independence Day (Observance)   |
| September 6, 2021                  | (Monday)           | Labor Day                       |
| November 11, 12, 2021 <sup>4</sup> | (Thursday, Friday) | Veterans Day                    |
| November 25, 2021                  | (Thursday)         | Thanksgiving Day                |
| December 24, 2021                  | (Friday)           | Christmas (Observance)          |
| December 31, 2021                  | (Friday)           | New Year's Day (Observance)     |
| January 17, 2022                   | (Monday)           | Dr. Martin Luther King, Jr. Day |
| February 11, 18, 2022              | (Friday, Friday)   | Lincoln Day (Observance)        |
| February 21, 2022                  | (Monday)           | Washington Day                  |
| May 30, 2022                       | (Monday)           | Memorial Day                    |

**TO:** Board of Trustees

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

**RE:** SOCCCD: Irvine Valley College B200 Physical Sciences Project,  
Award of Bid No. 343, Blackstone Builders, Inc.

**ACTION:** Approval

---

### **BACKGROUND**

On May 21, 2018, the Board of Trustees approved basic aid funds for the Irvine Valley College B200 Physical Sciences project for a value of \$1,500,000.

### **STATUS**

On March 4, 2019 and March 11, 2019, SOCCCD ran a newspaper advertisement requesting bids for the Irvine Valley College B200 Chemistry Classroom. The request for bids was also posted on the district website. On March 15, 2019, fifteen (15) firms attended the mandatory job walk and on March 28, 2019 six (6) bids were received.

The lowest bid was submitted by Marjani Builders, Inc., in the amount of \$1,472,000. On March 29, 2019, Marjani Builders, Inc. submitted a letter requesting withdrawal of their bid due to a clerical error (EXHIBIT B). Staff determined that the next lowest responsive, responsible bid was submitted by Blackstone Builders, Inc., in the amount of \$1,784,846 (EXHIBIT A). Staff has reviewed the bid and recommends approval of the agreement (EXHIBIT C).

Basic aid funds are available in the amount of \$1,500,000 and local RDA funds are available in the amount of \$285,000, for a total construction budget of \$1,785,000.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve award of Bid No. 343, Irvine Valley College B200 Physical Sciences project, and approve the agreement with Blackstone Builders, Inc., in the amount of \$1,784,846.

**Bid No. 343  
B200 Physical Sciences Project  
Irvine Valley College**

**South Orange County Community College District**

**April 22, 2019**

| <u>CONTRACTORS</u>                   | <u>LOCATION</u>    | <u>AMOUNT</u> |
|--------------------------------------|--------------------|---------------|
| *Blackstone Builders, Inc.           | Corona, CA         | \$1,784,846   |
| **Marjani Builders, Inc.             | Mission Viejo, CA  | \$1,472,000   |
| SS+K Construction, Inc.              | Woodland Hills, CA | \$1,787,000   |
| Patriot Contracting &<br>Engineering | Yorba Linda, CA    | \$1,850,800   |
| D3 Development Group, Inc.           | Lake Elsinore, CA  | \$1,975,000   |
| PCN3, Inc.                           | Los Alamitos, CA   | \$2,122,000   |

**\*Recommended Award**

**\*\*Bid withdrawal accepted due to clerical error**

# MARJANI BUILDERS

Lic. #967128

26091 Ravenna Road • Mission Viejo • CA 92692 • Tel: 949.305.0393 • Fax: 949.305.0394

March 29<sup>th</sup>, 2019

South Orange County Community College District  
Irvine Valley College  
5500 Irvine Center Drive, Irvine, CA 92618

Attn.: Ms. Petrossian  
Assistant Director  
Facilities Capital Outlay Projects

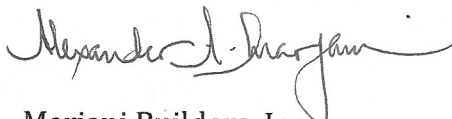
Subject: IVC B200 Building – Chemistry Classroom  
Withdrawal of Our Bid

Dear Ms. Petrossian,

Regretfully, in further review of our estimate, we found that in adding up our figures for the above project, a clerical error has been committed, in such a magnitude that, we have to withdraw our proposal.

We are sorry if this decision might cause any problem to your District, however, we are looking forward to be of professional services to SOCCCD in your future projects.

Sincerely,  
Alexander A. Marjani



Marjani Builders, Inc.



## **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

### **CONSTRUCTION SERVICES AGREEMENT B200 PHYSICAL SCIENCES PROJECT AT IRVINE VALLEY COLLEGE**

**Blackstone Builders, Inc.**

This AGREEMENT, dated the 23<sup>rd</sup> day of April 2019, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and Blackstone Builders Inc., 170 N. Maple Street, Unit 101, Corona, CA 92880, 951.736.1600 (hereinafter referred to as "CONTRACTOR").

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

1. CONTRACTOR agrees to complete the Project known as B200 Building-Chemistry Classroom at Irvine Valley College, according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, all prequalification forms submitted pursuant to Public Contract Code Section 20651.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

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

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of One Million Seven Hundred Eighty-Four Thousand Eight Hundred Forty-Six Dollars (\$1,784,846).

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within one hundred sixty five (165) consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1,000) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

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

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

- (a) Cease operations as directed by DISTRICT in the notice;
- (b) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (c) Not terminate any insurance provisions required by the Project Documents.

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

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



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

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- (c) Any dispute between Contractor and CONTRACTOR'S subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material supplier of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

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

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

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

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the

insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

|  |             |
|--|-------------|
| Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than | \$2,000,000 |
|--|-------------|

|                              |             |
|------------------------------|-------------|
| Subcontractors of every tier | \$1,000,000 |
|------------------------------|-------------|

and

|  |             |
|--|-------------|
| Subject to the same limit for each person on account of one accident, in an amount not less than | \$2,000,000 |
|--|-------------|

|                              |             |
|------------------------------|-------------|
| Subcontractors of every tier | \$1,000,000 |
|------------------------------|-------------|

|  |             |
|--|-------------|
| Property Damage Insurance in an amount not less than | \$2,000,000 |
|--|-------------|

|                              |             |
|------------------------------|-------------|
| Subcontractors of every tier | \$1,000,000 |
|------------------------------|-------------|

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|---|-------------|
| Course of Construction Insurance without exclusion or limitation in an amount not less than | \$2,000,000 |
|---|-------------|

|  |             |
|--|-------------|
| Excess Liability Insurance (Contractor only) | \$2,000,000 |
|--|-------------|

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

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

#### **Waiver of Subrogation**

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

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

#### **Additional Insured Endorsement Requirements.**

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

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

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

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

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Linda S. Meaney, whose title is President, is authorized to act for and bind the corporation.

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

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

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

DISTRICT  
South Orange County Community College District

CONTRACTOR  
Blackstone Builders, Inc.

By: \_\_\_\_\_  
Ann-Marie Gabel  
Vice Chancellor, Business Services

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

---

Print Name \_\_\_\_\_

| Title | Email |
|-------|-------|
|-------|-------|

1002630  
CONTRACTOR'S License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

**TO:** Board of Trustees

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

**RE:** SOCCCD: Irvine Valley College Accessibility Upgrades, Phase 1 Project, Award of Bid No. 358, Leonida Builders, Inc.

**ACTION:** Approval

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### **BACKGROUND**

On March 31, 2014, the Board of Trustees approved basic aid for Irvine Valley College Lighting Retrofit for Roadways, Walkways and Parking Lot project for a value of \$1,300,000. On September 11, 2017, the Board of Trustees approved the district-wide American with Disabilities Act (ADA) Transition Plan and adopted the budget on September 25, 2017 to allocate basic aid funding for the plan.

To supplement those funding sources, Irvine Valley College will utilize state scheduled maintenance funds and college matching funds from the general fund.

### **STATUS**

On February 21, 2019 and February 28, 2019, SOCCCD ran a newspaper advertisement requesting bids for the Irvine Valley College Accessibility Upgrades, Phase 1 project. The request for bids was also posted on the district website. Three (3) bids were received (EXHIBIT A) on March 21, 2019. The lowest responsive, responsible bid was submitted by Leonida Builders, Inc., in the amount of \$550,000. Irvine Valley College staff has reviewed the bids and recommends approval of the agreement (EXHIBIT B).

Basic aid funds are available in the amount of \$422,000 from the ADA Transition Plan, \$256,000 from the Lighting Retrofit for Roadways, Walkways and Parking Lot project, \$96,822 from state scheduled maintenance funds, and \$96,822 from the college general funds, for a total project budget of \$871,644.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve award of Bid No. 358, Irvine Valley College Accessibility Upgrades, Phase 1 project, and approve the agreement (EXHIBIT B) with Leonida Builders, Inc., in the amount of \$550,000.

**Bid No. 358**  
**Accessibility Upgrades, Phase 1 Project**  
**Irvine Valley College**

**South Orange County Community College District**

**April 22, 2019**

| <u>CONTRACTORS</u>                    | <u>LOCATION</u>    | <u>AMOUNT</u> |
|---------------------------------------|--------------------|---------------|
| *Leonida Builders, Inc.               | Santa Clarita, CA  | \$550,000     |
| Asphalt Fabric &<br>Engineering, Inc. | Signal Hill, CA    | \$570,000     |
| SS+K Construction, Inc.               | Woodland Hills, CA | \$673,000     |

**\*Recommended Award**



## **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

### **CONSTRUCTION SERVICES AGREEMENT Irvine Valley College Accessibility Upgrades, Phase 1 Project**

**Leonida Builders, Inc.**

This AGREEMENT, dated the 23<sup>rd</sup> day of April 2019, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and Leonida Builders, Inc., 15821 Live Oak Springs Canyon Road, Santa Clarita, CA 91387, (hereinafter referred to as "CONTRACTOR").

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

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

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

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of Five Hundred Fifty Thousand Dollars (\$550,000).

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within sixty-seven (67) consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1,000) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

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

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

- (a) Cease operations as directed by DISTRICT in the notice;
- (b) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (c) Not terminate any insurance provisions required by the Project Documents.

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

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



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

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- (c) Any dispute between Contractor and CONTRACTOR'S subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material supplier of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

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

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

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

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the

insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

|  |             |
|--|-------------|
| Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than | \$2,000,000 |
|--|-------------|

|                              |             |
|------------------------------|-------------|
| Subcontractors of every tier | \$1,000,000 |
|------------------------------|-------------|

and

|  |             |
|--|-------------|
| Subject to the same limit for each person on account of one accident, in an amount not less than | \$2,000,000 |
|--|-------------|

|                              |             |
|------------------------------|-------------|
| Subcontractors of every tier | \$1,000,000 |
|------------------------------|-------------|

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|--|-------------|
| Property Damage Insurance in an amount not less than | \$2,000,000 |
|--|-------------|

|                              |             |
|------------------------------|-------------|
| Subcontractors of every tier | \$1,000,000 |
|------------------------------|-------------|

|  |           |
|--|-----------|
| Course of Construction Insurance without exclusion or limitation in an amount not less than 120% of the Total Bid Amount | \$660,000 |
|--|-----------|

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|--|-------------|
| Excess Liability Insurance (Contractor only) | \$2,000,000 |
|--|-------------|

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

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

#### **Waiver of Subrogation**

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

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

**Additional Insured Endorsement Requirements.**

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

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

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

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

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Panagiotis Leonida, whose title is President, is authorized to act for and bind the corporation.

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

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

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

DISTRICT

CONTRACTOR (Leonida Builders)

By: \_\_\_\_\_  
Anne-Marie Gabel  
Vice Chancellor, Business Services

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
CONTRACTOR'S License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

**TO:** Board of Trustees

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

**RE:** Irvine Valley College: Grant Award: NSF Optics, Photonics, and Lasers  
Technical Education Curriculum Development Project (OPAL TEC)  
Subaward to Lake Washington Institute of Technology

**ACTION:** Approval

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### **BACKGROUND**

Irvine Valley College (IVC) received a \$500,000 award from the National Science Foundation (NSF) for a three-year period, September 1, 2018 to August 31, 2021. In order to accomplish the goals and objectives established for the project, IVC intends to issue a subaward to Lake Washington Institute of Technology (LWIT) to perform essential project activities as proposed and approved by the NSF.

### **STATUS**

The subaward agreement to LWIT (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. LWIT will develop and improve curriculum and educational materials to be delivered in an open educational resource platform. LWIT will also facilitate the creation and use of industry standard digital badges for photonics technicians. The subaward to LWIT will be in the amount of \$275,000 over a three-year period subject to availability of funds as stipulated in the grant awarded by NSF: Optics, Photonics, and Lasers Technical Education Curriculum Development Project (OPAL TEC). EXHIBIT B is the official approval notification from NSF to issue a subaward to LWIT.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve this subaward to Lake Washington Institute of Technology for \$275,000 over three years under Irvine Valley College's NSF award.

# Cost Reimbursement Research Subaward Agreement

|  |   |
|--|---|
| <b>Federal Awarding Agency:</b> National Science Foundation (NSF)  |   |
| <b>Pass-Through Entity (PTE):</b>  | <b>Subrecipient:</b><br>Lake Washington Institute of Technology |
| PTE PI:  | Sub PI:   |
| PTE Federal Award No: DUE-1801019  | Subaward No: IVC-SUB-G1309                                      |
| Project Title: Optics, Photonics, and Lasers Technical Education Curriculum Development Project (OPAL TEC) |   |
| Subaward Period of Performance (Budget Period):  |   |
| Start: 09/01/2018  | End: 08/30/2019   |
| Amount Funded This Action (USD): \$ 90,100.00  |   |
| Estimated Project Period (if incrementally funded):  |   |
| Start: 09/01/2018  | End: 08/31/2021   |
| Incrementally Estimated Total (USD): \$ 275,000.00   |   |

## Terms and Conditions

- PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
- Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
- A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
- All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
- Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Authorized Official Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
- The PTE may issue non-substantive changes to the Period of Performance and budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
- Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- Either party may terminate this Subaward with 30 days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
- By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

|  |       |  |       |
|--|-------|--|-------|
| By an Authorized Official of Pass-through Entity:  |       | By an Authorized Official of Subrecipient:   |       |
| <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> |       | <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> |       |
| Name: Ann-Marie Gabel  | Date: | Name: William F. Thomas  | Date: |
| Title: Vice Chancellor, Business Services  |       | Title: Vice President, Administrative Services   |       |

**Attachment 1**  
**Certifications and Assurances**

Subaward Number:

IVC-SUB-G1309

**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, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, 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.

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**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.

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**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.

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**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.

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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.

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**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**  
**Federal Award and PTE Terms and**  
**Conditions**

**Number IVC-SUB-**  
**G1309**

**Required Data Elements**

The data elements required by Uniform Guidance are incorporated as entered

**This Subaward Is:**

Research & Development

**Federal Award Issue Date**

8/14/2018

**FAIN**

DUE-1801019

**CFDA No.**

47.076

**CFDA Title**

Education and Human Resources

**Key Personnel Per NOA**

Stephanie Bostwick

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**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. 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:  
[https://nsf.gov/pubs/policydocs/pappg18\\_1/index.jsp](https://nsf.gov/pubs/policydocs/pappg18_1/index.jsp)
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: <http://www.nsf.gov/bfa/dias/policy/grants.jsp>
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at: <https://www.nsf.gov/awards/managing/rtc.jsp> 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

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**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.

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**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) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability 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 anti-discrimination 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**

IVC-SUB-G1309

**PTE Information**

Entity Name:

Legal Address:

28000 Marguerite Parkway  
Mission Viejo, CA 92692

Website:

www.ivc.edu

**PTE Contacts**

Central Email:

ivcfiscal@ivc.edu

Principal Investigator Name:

Email: bmonacelli@ivc.edu

Telephone Number: (949) 367-8306

Administrative Contact Name: Rachel Manders

Email: rmanders@ivc.edu

Telephone Number: (949) 451-5777

COI Contact email (if different to above):

Financial Contact Name:

Brian Kim

Email: bkim67@ivc.edu

Telephone Number: (949) 451-5469

Email invoices?

Yes

No

Invoice email (if different): ivcfiscal@ivc.edu

Authorized Official Name:

Ann-Marie Gabel, Vice Chancellor, Business Services

Email: agabel@socccd.edu

Telephone Number: 949-582-4663

**PI Address:**Advanced Technology & Education Park  
Integrated Design, Engineering and Automation Bldg.  
1624 Valencia Avenue  
Tustin, CA 92782**Administrative Address:**Administration A-112  
5500 Irvine Center Drive  
Irvine, CA 92618**Invoice Address:**Administration A-112  
5500 Irvine Center Drive  
Irvine, CA 92618

**Attachment 3B****Subrecipient Contacts**

IVC-SUB-G1309

**Subrecipient Information for [FFATA](#) reporting**

Entity's DUNS Name: Lake Washington Institute of Technology

EIN No.: 911523302

Institution Type: Public/State Controlled Inst. of Higher Ed.

DUNS: 116848412

Currently registered in SAM.gov: Yes No

Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Parent DUNS:

This section for U.S. Entities:

Zip Code [Look-up](#)

Place of Performance Address

Congressional District: WA-001

Zip Code+4: 98034-8506

11605 132nd Ave NE  
Kirkland, WA 98034**Subrecipient Contacts**

Central Email: N/A

Website: www.lwtech.edu

Principal Investigator Name:

Email: stephanie.bostwick@lwtech.edu

Telephone Number:

Administrative Contact Name: William F. Thomas, VP of Administrative Services

Email: bill.thomas@lwtech.edu

Telephone Number: 425-739-8201

Financial Contact Name: Andrea Breen

Email: andrea.breen@lwtech.edu

Telephone Number: 425-739-8168

Invoice/Payment Email: andrea.breen@lwtech.edu or bill.thomas@lwtech.edu or xieng.lim@lwtech.edu

Authorized Official Name: Cathy Copeland

Email: cathy.copeland@lwtech.edu

Telephone Number: 425-739-8156

**Legal Address:**11605 132nd Ave NE  
Kirkland, WA 98034-8506**Administrative Address:**11605 132nd Ave NE  
Kirkland, WA 98034-8506**Payment Address:**11605 132nd Ave NE  
Kirkland, WA 98034-8506

Attachment 3B-2  
Highest Compensated Officers

Subrecipient:

Institution Name: Lake Washington Institute of Technology

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:

**Attachment 4**  
**Reporting and Prior Approval Terms**

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

**Technical Reports:**

- ☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of the end of the month.
- ☒ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator.
- ☒ Annual technical / progress reports will be submitted within 45 days prior to the end of each budget period to the PTE's Principal Investigator. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☒ A Final technical/progress report will be submitted to the PTE's Principal Investigator within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

**Prior Approvals:**

Carryover:

Carryover is automatic

**Other Reports:**

- ☒ In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Administrative Contact 60 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 Administrative Contact 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: Upon Request
- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

**Other Special Reporting Requirements:**

Send copies of all technical reports checked above to: Rachel Manders, rmanders@ivc.edu

**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**

|  |   |                            |                                 |
|--|---|----------------------------|---------------------------------|
| <b>Indirect Information</b>                                  | Indirect Cost Rate (IDC) Applied <input type="text" value="35.00"/> % | <b>Cost Sharing</b>        | <input type="text" value="No"/> |
| Rate Type: <input type="text" value="Salaries &amp; Wages"/> |   | If Yes, include Amount: \$ | <input type="text"/>            |

**Budget Details**

Below Attached,  pages

**Budget Totals**

|                |    |   |
|----------------|----|---|
| Direct Costs   | \$ | <input type="text" value="224,120.00"/> |
| Indirect Costs | \$ | <input type="text" value="50,880.00"/>  |
| Total Costs    | \$ | <input type="text" value="275,000.00"/> |

*All amounts are in United States Dollars*



## **Statement of Work - Lake Washington Institute of Technology**

The Co-PI and part-time librarian at Lake Washington Institute of Technology (LWTech) will collaborate to meet the goals of the OPAL-TEC grant as described in this Statement of Work.

### **Goal #2:**

**Develop Curriculum and Educational Materials:** The project will focus on making improvements to existing curricula and educational materials by implementing the established OP-TEC materials and updating their content, based on feedback from industry in the western U.S. These new products will then be field tested in diverse locations and evaluated in terms of their effectiveness in meeting industry skill requirements. Using relatively new open-licensing techniques (Creative Commons), this project will use an open educational resource platform for broad dissemination to make freely available full courses, course materials, modules, textbooks, streaming videos, tests and any other tools, materials or techniques used to support the training of photonics faculty, as well as new and incumbent photonics technicians.

The Co-PI and librarian at LWTech will begin with the content of Course I: Introduction to Light and Lasers. Rather than utilizing existing OP-TEC content, the Co-PI will use a combination of exiting open source content and newly created content to create an OER version of this course. The course will be distributed to partner colleges and licensed such that each college can modify and redistribute content to the network. Partner colleges can then choose whether to use the original OER content or the content updated by the network moving forward.

Meetings will be held via Google Hangouts at a minimum of once per quarter to allow each partner college to provide input and feedback regarding the course content. Based on these discussions, updates will be made to the courses. These updates may be made by the partner colleges and/or the PI and Co-PI. Google Forms will be utilized to survey

instructors and students using the course material in order to get critical feedback as to what aspects are working well and what changes should be implemented.

### **Goal #3**

Facilitate the Creation and Use of Industry Standard Digital Badges for Photonics Technicians: Employing new tools like Concentric Sky's Badgr will give faculty the ability to create learning pathways where none previously existed. For industry, digital badges will reduce uncertainty about the exact skills of candidates and will give us the ability to create employer-specific digital badges, certified by Opal TECN partners, particularly for high-visibility employers such as Raytheon, Northrop Grumman, JPL, and LLNL.

The LWTech team will host Google Hangouts with partner colleges and industry advisory board members to determine which badges should be used as well as criteria for earning each badge. These badges offered by Badgr will be incorporated into the Canvas LMS and linked to the OER content built. These badges will allow us to be very specific regarding student qualifications including specific work with electronics and laser systems. These badges will allow employers to view all students in the partner network on a level playing field and select those with the desired qualifications.

SUMMARY  
PROPOSAL BUDGET YEAR 1

| ORGANIZATION<br><b>Lake Washington Institute of Technology</b>  |  |  |  | FOR NSF USE ONLY                |                    |                                   |   |
|---|--|--|--|---------------------------------|--------------------|-----------------------------------|---|
|   |  |  |  | PROPOSAL NO.                    | DURATION (months)  |                                   |   |
| PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR<br><b>Stephanie Bostwick</b>  |  |  |  | AWARD NO.<br><b>1801019</b>     | Proposed           | Granted                           |   |
| A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates<br>(List each separately with title, A.7. show number in brackets) |  |  |  | NSF Funded<br>Person-months     |                    | Funds<br>Requested By<br>proposer | Funds<br>granted by NSF<br>(if different) |
|   |  |  |  | CAL                             | ACAD               | SUMR                              |   |
| 1. <b>Stephanie Bostwick - Co-PI</b>  |  |  |  | 2.97                            | 0.00               | 0.00                              | <b>23,000</b>                             |
| 2.  |  |  |  |                                 |                    |                                   |   |
| 3.  |  |  |  |                                 |                    |                                   |   |
| 4.  |  |  |  |                                 |                    |                                   |   |
| 5.  |  |  |  |                                 |                    |                                   |   |
| 6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)  |  |  |  | 0.00                            | 0.00               | 0.00                              | <b>0</b>                                  |
| 7. ( 1 ) TOTAL SENIOR PERSONNEL (1 - 6)   |  |  |  | 2.97                            | 0.00               | 0.00                              | <b>23,000</b>                             |
| B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)   |  |  |  |                                 |                    |                                   |   |
| 1. ( 0 ) POST DOCTORAL SCHOLARS   |  |  |  | 0.00                            | 0.00               | 0.00                              | <b>0</b>                                  |
| 2. ( 1 ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)   |  |  |  | 2.60                            | 0.00               | 0.00                              | <b>21,000</b>                             |
| 3. ( 0 ) GRADUATE STUDENTS  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 4. ( 0 ) UNDERGRADUATE STUDENTS   |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 5. ( 0 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)   |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 6. ( 1 ) OTHER  |  |  |  |                                 |                    |                                   | <b>3,500</b>                              |
| TOTAL SALARIES AND WAGES (A + B)  |  |  |  |                                 |                    |                                   | <b>47,500</b>                             |
| C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)   |  |  |  |                                 |                    |                                   | <b>16,625</b>                             |
| TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)   |  |  |  |                                 |                    |                                   | <b>64,125</b>                             |
| D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)   |  |  |  |                                 |                    |                                   |   |
| TOTAL EQUIPMENT   |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)  |  |  |  |                                 |                    |                                   | <b>8,167</b>                              |
| 2. INTERNATIONAL  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| F. PARTICIPANT SUPPORT COSTS  |  |  |  |                                 |                    |                                   |   |
| 1. STIPENDS \$ _____ <b>0</b>   |  |  |  |                                 |                    |                                   |   |
| 2. TRAVEL _____ <b>0</b>  |  |  |  |                                 |                    |                                   |   |
| 3. SUBSISTENCE _____ <b>0</b>   |  |  |  |                                 |                    |                                   |   |
| 4. OTHER _____ <b>0</b>   |  |  |  |                                 |                    |                                   |   |
| TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| G. OTHER DIRECT COSTS   |  |  |  |                                 |                    |                                   |   |
| 1. MATERIALS AND SUPPLIES   |  |  |  |                                 |                    |                                   | <b>1,000</b>                              |
| 2. PUBLICATION COSTS/DOCUMENTATION/DISEMINATION   |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 3. CONSULTANT SERVICES  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 4. COMPUTER SERVICES  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 5. SUBAWARDS  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 6. OTHER  |  |  |  |                                 |                    |                                   | <b>183</b>                                |
| TOTAL OTHER DIRECT COSTS  |  |  |  |                                 |                    |                                   | <b>1,183</b>                              |
| H. TOTAL DIRECT COSTS (A THROUGH G)   |  |  |  |                                 |                    |                                   | <b>73,475</b>                             |
| I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE)<br><b>Salaries &amp; Wages (Rate: 35.0000, Base: 47500)</b>                                  |  |  |  |                                 |                    |                                   |   |
| TOTAL INDIRECT COSTS (F&A)  |  |  |  |                                 |                    |                                   | <b>16,625</b>                             |
| J. TOTAL DIRECT AND INDIRECT COSTS (H + I)  |  |  |  |                                 |                    |                                   | <b>90,100</b>                             |
| K. SMALL BUSINESS FEE   |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)  |  |  |  |                                 |                    |                                   | <b>90,100</b>                             |
| M. COST SHARING PROPOSED LEVEL \$ <b>0</b> AGREED LEVEL IF DIFFERENT \$   |  |  |  |                                 |                    |                                   |   |
| PI/PI NAME<br><b>Stephanie Bostwick</b>   |  |  |  | FOR NSF USE ONLY                |                    |                                   |   |
| ORG. REP. NAME*<br><b>Rachel Manders</b>  |  |  |  | INDIRECT COST RATE VERIFICATION |                    |                                   |   |
|   |  |  |  | Date Checked                    | Date Of Rate Sheet | Initials - ORG                    |   |

1 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

SUMMARY  
PROPOSAL BUDGET YEAR 2

| ORGANIZATION<br><b>Lake Washington Institute of Technology</b>  |  |  |  | FOR NSF USE ONLY                |                                     |
|---|--|--|--|---------------------------------|-------------------------------------|
|   |  |  |  | PROPOSAL NO.                    | DURATION (months)                   |
| PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR<br><b>Stephanie Bostwick</b>  |  |  |  | AWARD NO.<br><b>1801019</b>     |                                     |
|   |  |  |  |                                 |                                     |
| A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates<br>(List each separately with title, A.7. show number in brackets) |  |  |  | NSF Funded Person-months        |                                     |
|   |  |  |  | CAL                             | ACAD                                |
|   |  |  |  | SUMR                            | Funds Requested By proposer         |
|   |  |  |  |                                 | Funds granted by NSF (if different) |
| 1. <b>Stephanie Bostwick - Co-PI</b>  |  |  |  | 2.97                            | 0.00                                |
| 2.  |  |  |  |                                 |                                     |
| 3.  |  |  |  |                                 |                                     |
| 4.  |  |  |  |                                 |                                     |
| 5.  |  |  |  |                                 |                                     |
| 6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)  |  |  |  | 0.00                            | 0.00                                |
| 7. ( 1 ) TOTAL SENIOR PERSONNEL (1 - 6)   |  |  |  | 2.97                            | 0.00                                |
| B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)   |  |  |  |                                 |                                     |
| 1. ( 0 ) POST DOCTORAL SCHOLARS   |  |  |  | 0.00                            | 0.00                                |
| 2. ( 1 ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)   |  |  |  | 2.60                            | 0.00                                |
| 3. ( 0 ) GRADUATE STUDENTS  |  |  |  |                                 |                                     |
| 4. ( 0 ) UNDERGRADUATE STUDENTS   |  |  |  |                                 |                                     |
| 5. ( 0 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)   |  |  |  |                                 |                                     |
| 6. ( 1 ) OTHER  |  |  |  |                                 |                                     |
| TOTAL SALARIES AND WAGES (A + B)  |  |  |  |                                 |                                     |
| C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)   |  |  |  |                                 |                                     |
| TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)   |  |  |  |                                 |                                     |
| D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)   |  |  |  |                                 |                                     |
| TOTAL EQUIPMENT   |  |  |  |                                 |                                     |
| E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)  |  |  |  |                                 |                                     |
| 2. INTERNATIONAL  |  |  |  |                                 |                                     |
| F. PARTICIPANT SUPPORT COSTS  |  |  |  |                                 |                                     |
| 1. STIPENDS \$ _____ 0  |  |  |  |                                 |                                     |
| 2. TRAVEL _____ 0   |  |  |  |                                 |                                     |
| 3. SUBSISTENCE _____ 0  |  |  |  |                                 |                                     |
| 4. OTHER _____ 0  |  |  |  |                                 |                                     |
| TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS  |  |  |  |                                 |                                     |
| G. OTHER DIRECT COSTS   |  |  |  |                                 |                                     |
| 1. MATERIALS AND SUPPLIES   |  |  |  |                                 |                                     |
| 2. PUBLICATION COSTS/DOCUMENTATION/DISEMINATION   |  |  |  |                                 |                                     |
| 3. CONSULTANT SERVICES  |  |  |  |                                 |                                     |
| 4. COMPUTER SERVICES  |  |  |  |                                 |                                     |
| 5. SUBAWARDS  |  |  |  |                                 |                                     |
| 6. OTHER  |  |  |  |                                 |                                     |
| TOTAL OTHER DIRECT COSTS  |  |  |  |                                 |                                     |
| H. TOTAL DIRECT COSTS (A THROUGH G)   |  |  |  |                                 |                                     |
| I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE)  |  |  |  |                                 |                                     |
| <b>Salaries &amp; Wages (Rate: 35.0000, Base: 48450)</b>  |  |  |  |                                 |                                     |
| TOTAL INDIRECT COSTS (F&A)  |  |  |  |                                 |                                     |
| J. TOTAL DIRECT AND INDIRECT COSTS (H + I)  |  |  |  |                                 |                                     |
| K. SMALL BUSINESS FEE   |  |  |  |                                 |                                     |
| L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)  |  |  |  |                                 |                                     |
| M. COST SHARING PROPOSED LEVEL \$ 0   |  |  |  | AGREED LEVEL IF DIFFERENT \$    |                                     |
| PI/PI NAME  |  |  |  | FOR NSF USE ONLY                |                                     |
| <b>Stephanie Bostwick</b>   |  |  |  | INDIRECT COST RATE VERIFICATION |                                     |
| ORG. REP. NAME*   |  |  |  | Date Checked                    | Date Of Rate Sheet                  |
| <b>Rachel Manders</b>   |  |  |  |                                 | Initials - ORG                      |

2 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

SUMMARY  
PROPOSAL BUDGET YEAR 3

| ORGANIZATION<br><b>Lake Washington Institute of Technology</b>  |  |  |  | FOR NSF USE ONLY                |                    |                                   |   |
|---|--|--|--|---------------------------------|--------------------|-----------------------------------|---|
|   |  |  |  | PROPOSAL NO.                    | DURATION (months)  |                                   |   |
| PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR<br><b>Stephanie Bostwick</b>  |  |  |  | AWARD NO.<br><b>1801019</b>     | Proposed           | Granted                           |   |
| A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates<br>(List each separately with title, A.7. show number in brackets) |  |  |  | NSF Funded<br>Person-months     |                    | Funds<br>Requested By<br>proposer | Funds<br>granted by NSF<br>(if different) |
|   |  |  |  | CAL                             | ACAD               | SUMR                              |   |
| 1. <b>Stephanie Bostwick - Co-PI</b>  |  |  |  | 2.97                            | 0.00               | 0.00                              | <b>23,929</b>                             |
| 2.  |  |  |  |                                 |                    |                                   |   |
| 3.  |  |  |  |                                 |                    |                                   |   |
| 4.  |  |  |  |                                 |                    |                                   |   |
| 5.  |  |  |  |                                 |                    |                                   |   |
| 6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)  |  |  |  | 0.00                            | 0.00               | 0.00                              | <b>0</b>                                  |
| 7. ( 1 ) TOTAL SENIOR PERSONNEL (1 - 6)   |  |  |  | 2.97                            | 0.00               | 0.00                              | <b>23,929</b>                             |
| B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)   |  |  |  |                                 |                    |                                   |   |
| 1. ( 0 ) POST DOCTORAL SCHOLARS   |  |  |  | 0.00                            | 0.00               | 0.00                              | <b>0</b>                                  |
| 2. ( 1 ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)   |  |  |  | 2.60                            | 0.00               | 0.00                              | <b>21,848</b>                             |
| 3. ( 0 ) GRADUATE STUDENTS  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 4. ( 0 ) UNDERGRADUATE STUDENTS   |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 5. ( 0 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)   |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 6. ( 1 ) OTHER  |  |  |  |                                 |                    |                                   | <b>3,641</b>                              |
| TOTAL SALARIES AND WAGES (A + B)  |  |  |  |                                 |                    |                                   | <b>49,418</b>                             |
| C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)   |  |  |  |                                 |                    |                                   | <b>17,296</b>                             |
| TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)   |  |  |  |                                 |                    |                                   | <b>66,714</b>                             |
| D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)   |  |  |  |                                 |                    |                                   |   |
| TOTAL EQUIPMENT   |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)  |  |  |  |                                 |                    |                                   | <b>8,664</b>                              |
| 2. INTERNATIONAL  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| F. PARTICIPANT SUPPORT COSTS  |  |  |  |                                 |                    |                                   |   |
| 1. STIPENDS \$ _____ <b>0</b>   |  |  |  |                                 |                    |                                   |   |
| 2. TRAVEL _____ <b>0</b>  |  |  |  |                                 |                    |                                   |   |
| 3. SUBSISTENCE _____ <b>0</b>   |  |  |  |                                 |                    |                                   |   |
| 4. OTHER _____ <b>0</b>   |  |  |  |                                 |                    |                                   |   |
| TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| G. OTHER DIRECT COSTS   |  |  |  |                                 |                    |                                   |   |
| 1. MATERIALS AND SUPPLIES   |  |  |  |                                 |                    |                                   | <b>500</b>                                |
| 2. PUBLICATION COSTS/DOCUMENTATION/DISEMINATION   |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 3. CONSULTANT SERVICES  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 4. COMPUTER SERVICES  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 5. SUBAWARDS  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 6. OTHER  |  |  |  |                                 |                    |                                   | <b>184</b>                                |
| TOTAL OTHER DIRECT COSTS  |  |  |  |                                 |                    |                                   | <b>684</b>                                |
| H. TOTAL DIRECT COSTS (A THROUGH G)   |  |  |  |                                 |                    |                                   | <b>76,062</b>                             |
| I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE)<br><b>Salaries &amp; Wages (Rate: 35.0000, Base: 49419)</b>                                  |  |  |  |                                 |                    |                                   |   |
| TOTAL INDIRECT COSTS (F&A)  |  |  |  |                                 |                    |                                   | <b>17,297</b>                             |
| J. TOTAL DIRECT AND INDIRECT COSTS (H + I)  |  |  |  |                                 |                    |                                   | <b>93,359</b>                             |
| K. SMALL BUSINESS FEE   |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)  |  |  |  |                                 |                    |                                   | <b>93,359</b>                             |
| M. COST SHARING PROPOSED LEVEL \$ <b>0</b> AGREED LEVEL IF DIFFERENT \$   |  |  |  |                                 |                    |                                   |   |
| PI/PI NAME<br><b>Stephanie Bostwick</b>   |  |  |  | FOR NSF USE ONLY                |                    |                                   |   |
| ORG. REP. NAME*<br><b>Rachel Manders</b>  |  |  |  | INDIRECT COST RATE VERIFICATION |                    |                                   |   |
|   |  |  |  | Date Checked                    | Date Of Rate Sheet | Initials - ORG                    |   |

3 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

# SUMMARY PROPOSAL BUDGET

Cumulative

| ORGANIZATION<br><b>Lake Washington Institute of Technology</b>  |  |  |  | FOR NSF USE ONLY                |                    |                                   |   |
|---|--|--|--|---------------------------------|--------------------|-----------------------------------|---|
|   |  |  |  | PROPOSAL NO.                    | DURATION (months)  |                                   |   |
| PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR<br><b>Stephanie Bostwick</b>  |  |  |  | AWARD NO.<br><b>1801019</b>     | Proposed           | Granted                           |   |
| A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates<br>(List each separately with title, A.7. show number in brackets) |  |  |  | NSF Funded<br>Person-months     |                    | Funds<br>Requested By<br>proposer | Funds<br>granted by NSF<br>(if different) |
|   |  |  |  | CAL                             | ACAD               | SUMR                              |   |
| 1. <b>Stephanie Bostwick - Co-PI</b>  |  |  |  | 8.91                            | 0.00               | 0.00                              | <b>70,389</b>                             |
| 2.  |  |  |  |                                 |                    |                                   |   |
| 3.  |  |  |  |                                 |                    |                                   |   |
| 4.  |  |  |  |                                 |                    |                                   |   |
| 5.  |  |  |  |                                 |                    |                                   |   |
| 6. ( ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)  |  |  |  | 0.00                            | 0.00               | 0.00                              | <b>0</b>                                  |
| 7. ( <b>1</b> ) TOTAL SENIOR PERSONNEL (1 - 6)  |  |  |  | 8.91                            | 0.00               | 0.00                              | <b>70,389</b>                             |
| B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)   |  |  |  |                                 |                    |                                   |   |
| 1. ( <b>0</b> ) POST DOCTORAL SCHOLARS  |  |  |  | 0.00                            | 0.00               | 0.00                              | <b>0</b>                                  |
| 2. ( <b>3</b> ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)  |  |  |  | 7.80                            | 0.00               | 0.00                              | <b>64,268</b>                             |
| 3. ( <b>0</b> ) GRADUATE STUDENTS   |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 4. ( <b>0</b> ) UNDERGRADUATE STUDENTS  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 5. ( <b>0</b> ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 6. ( <b>3</b> ) OTHER   |  |  |  |                                 |                    |                                   | <b>10,711</b>                             |
| TOTAL SALARIES AND WAGES (A + B)  |  |  |  |                                 |                    |                                   | <b>145,368</b>                            |
| C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)   |  |  |  |                                 |                    |                                   | <b>50,879</b>                             |
| TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)   |  |  |  |                                 |                    |                                   | <b>196,247</b>                            |
| D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)   |  |  |  |                                 |                    |                                   |   |
| TOTAL EQUIPMENT   |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)  |  |  |  |                                 |                    |                                   | <b>25,323</b>                             |
| 2. INTERNATIONAL  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| F. PARTICIPANT SUPPORT COSTS  |  |  |  |                                 |                    |                                   |   |
| 1. STIPENDS \$ <b>0</b>   |  |  |  |                                 |                    |                                   |   |
| 2. TRAVEL <b>0</b>  |  |  |  |                                 |                    |                                   |   |
| 3. SUBSISTENCE <b>0</b>   |  |  |  |                                 |                    |                                   |   |
| 4. OTHER <b>0</b>   |  |  |  |                                 |                    |                                   |   |
| TOTAL NUMBER OF PARTICIPANTS ( <b>0</b> ) TOTAL PARTICIPANT COSTS   |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| G. OTHER DIRECT COSTS   |  |  |  |                                 |                    |                                   |   |
| 1. MATERIALS AND SUPPLIES   |  |  |  |                                 |                    |                                   | <b>2,000</b>                              |
| 2. PUBLICATION COSTS/DOCUMENTATION/DISEMINATION   |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 3. CONSULTANT SERVICES  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 4. COMPUTER SERVICES  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 5. SUBAWARDS  |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| 6. OTHER  |  |  |  |                                 |                    |                                   | <b>550</b>                                |
| TOTAL OTHER DIRECT COSTS  |  |  |  |                                 |                    |                                   | <b>2,550</b>                              |
| H. TOTAL DIRECT COSTS (A THROUGH G)   |  |  |  |                                 |                    |                                   | <b>224,120</b>                            |
| I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE)  |  |  |  |                                 |                    |                                   |   |
| TOTAL INDIRECT COSTS (F&A)  |  |  |  |                                 |                    |                                   | <b>50,880</b>                             |
| J. TOTAL DIRECT AND INDIRECT COSTS (H + I)  |  |  |  |                                 |                    |                                   | <b>275,000</b>                            |
| K. SMALL BUSINESS FEE   |  |  |  |                                 |                    |                                   | <b>0</b>                                  |
| L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)  |  |  |  |                                 |                    |                                   | <b>275,000</b>                            |
| M. COST SHARING PROPOSED LEVEL \$ <b>0</b> AGREED LEVEL IF DIFFERENT \$   |  |  |  |                                 |                    |                                   |   |
| PI/PI NAME<br><b>Stephanie Bostwick</b>   |  |  |  | FOR NSF USE ONLY                |                    |                                   |   |
| ORG. REP. NAME*<br><b>Rachel Manders</b>  |  |  |  | INDIRECT COST RATE VERIFICATION |                    |                                   |   |
|   |  |  |  | Date Checked                    | Date Of Rate Sheet | Initials - ORG                    |   |

C \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

## **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.

**LWTech BUDGET JUSTIFICATION****A. SENIOR PERSONNEL**

LWTech requests funding for the Co-PI (Stephanie Bostwick) in support of the OER curriculum development: PI will receive one-third release time each quarter. This is the equivalent of 2.97 calendar months and is funded at \$21,800 in year 1. During the summer, she will work 34 hours or .21 calendar months; this is funded at \$1,200 in year 1. These calendar months continue throughout the project with a 2% increase each year.

The Co-PI and librarian at LWTech will begin with the content of Course I: Introduction to Light and Lasers. Rather than utilizing existing OP-TEC content, the Co-PI will use a combination of existing open source content and newly created content to create an OER version of this course. The course will be distributed to partner colleges and licensed such that each college can modify and redistribute content to the network. Partner colleges can then choose whether to use the original OER content or the content updated by the network moving forward.

Meetings will be held via Google Hangouts at a minimum of once per quarter to allow each partner college to provide input and feedback regarding the course content. Based on these discussions, updates will be made to the courses. These updates may be made by the partner colleges and/or the PI and Co-PI. Google Forms will be utilized to survey instructors and students using the course material in order to get critical feedback as to what aspects are working well and what changes should be implemented.

The LWTech team will host Google Hangouts with partner colleges and industry advisory board members to determine which badges should be used as well as criteria for earning each badge. These badges offered by Badgr will be incorporated into the Canvas LMS and linked to the OER content built. These badges will allow us to be very specific regarding student qualifications including specific work with electronics and laser systems. These badges will allow employers to view all students in the partner network on a level playing field and select those with the desired qualifications [Yr-1, 2018-19, \$23,000; Yr-2, 2019-20, \$23,460; and Yr-3, 2020-21, \$23,929]. *The total request is \$70,389 over three years.*

The calendar months are allotted for fall, winter, and spring terms for each fiscal year. Compensation related to these terms is based on approximately 63 hours per quarter (~6 hours of non-instructional work per week; 10 weeks for fall, winter, and spring quarters).

**B. OTHER PERSONNEL**

LWTech requests funding for a part-time librarian at 15 hours per week in support of the OER curriculum. At LWTech, faculty librarians and other library team members have aided educators in their development of OER. This support has included researching, evaluating and selecting pre-existing OER in desired and related subject areas. Librarians have provided consultation on necessary original OER requirements, created course plans and outlines in the context of OER creation and assisted with the verification/validation of any licensing requirements for OER developed and used at the college. Additionally, selected members of the library team have been responsible for contributing to the overall ecosystem/learning environment and OER, ensuring a strong culture of openness throughout the campus community. This will be a total of 720 hours a year at y \$29.17/hour for a total of \$21,000 per year. This equivalent of 2.6 calendar months.

The Office of Research and Grants will provide support in tracking students (through Tableau data dashboards) and support of evaluation efforts. This is estimated at 560 hours of work at \$70/hour and this is a total of \$3,500 in year one. This is equivalent to .31 calendar months.



Each subsequent year includes a 2% cost-of-living adjustment per the anticipated state increases [Yr-1, 2018-19, \$24,500; Yr-2, 2019-20, \$24,990; and Yr-3, 2020-21, \$25,490]. *The total request is \$74,980 over three years.*

### **C. FRINGE BENEFITS**

LWTech is requesting funds for statutory benefits for the Co-PI (Stephanie Bostwick), librarian and Office of Research and Grants support. This is calculated at 35% of direct wages and salaries per LWTech's negotiated rate [Yr-1, 2018-19, \$16,625; Yr-2, 2019-20, \$16,958; and Yr-3, 2020-21, \$17,296]. *The total request is \$50,879.*

### **D. EQUIPMENT**

*No funds requested.*

### **E. TRAVEL**

LWTech is requesting travel for the Co-PI and librarian to attend conferences including the annual ATE conference in Washington, DC and collaborative mentoring events at IVC [Yr-1, \$8,167; Yr-2, \$8,492; and Yr-3, \$8,664]. *The total request for travel is \$25,323.*

### **F. PARTICIPANT SUPPORT COSTS**

*No funds requested.*

### **G. OTHER DIRECT COSTS**

LWTech is requesting funds materials and supplies, [Yr-1, \$1000; Yr-2, \$500; and Yr-3, \$500]. *The total request is \$2000.*

LWTech is requesting funds for meeting support at LWTech, [Yr-1, \$183; Yr-2, \$183; and Yr-3, \$183]. *The total request is \$549.*

### **H. TOTAL DIRECT COSTS**

Lake Washington Tech, a sub awardee, is requesting total direct costs as follows: [Yr-1, \$73,475; Yr-2, \$74,583; and Yr-3, \$76,062]. The total request for Total Direct Costs is \$224,120.

### **I. TOTAL INDIRECT COSTS**

Total indirect costs requested are based on LWTech's provisional and negotiated indirect cost rate of 35% of direct salaries and wages [Yr-1, \$16,625; Yr-2, \$16,958; and Yr-3, \$17,297]. *The total indirect costs request is \$50,880.*

### **J. TOTAL DIRECT & INDIRECT COSTS**

LWTech is requesting funds for total direct costs and indirect costs for [Yr-1, \$90,100; Yr-2, \$91,541; and Yr-3, \$93,359]. *The total request is \$275,000 for a three-year ATE project grant.*

### **K. RESIDUAL FUNDS**

*No funds requested.*

**L. AMOUNT OF REQUEST**

The total amount requested is \$275,000.

**M. COST SHARING**

Not applicable.

[Return to Award Documents Page](#)

# National Science Foundation

2415 Eisenhower Avenue, Alexandria, Virginia 22314, USA

## NATIONAL SCIENCE FOUNDATION

### Award Notice

**Award Number (FAIN):** 1801019

**Managing  
Division  
Abbreviation:**  
DUE

**Amendment Number:** 003

### AWARDEE INFORMATION

**Award Recipient:** Irvine Valley College  
**Awardee Address:** 5500 Irvine Center Drive Irvine, CA 926180301  
**Official Awardee Email Address:** rmanders@ivc.edu  
**Unique Entity Identifier (DUNS ID):** 179222377

### AMENDMENT INFORMATION

**Amendment Type:** Other Admin No Fund Actions  
**Amendment Date:** 12/10/2018  
**Amendment Number:** 003  
**Proposal Number:** Not Applicable  
**Amendment Description:**

The purpose of this amendment is to authorize the awardee to enter into the proposed subaward agreement in accordance with the Subawarding, Transferring or Contracting Out Part of an NSF Award request submitted on 11/13/2018.

The Foundation authorizes the awardee to enter into the proposed subaward arrangement and to fund the subaward with award funds up to the amount indicated in the approved budget or NSF-approved post award request. The subaward should contain appropriate provisions consistent with Appendix B of the Research Terms and Conditions (RTC) dated October 1, 2017, or Articles 8.a.4. and 9 of the NSF Grant General Conditions (GC-1) dated October 22, 2018 (as appropriate), as well as any special conditions included in this award.

Except as modified by this amendment, the award conditions remain unchanged.

?

### PROJECT PERSONNEL

**Principal  
Investigator:**

**Email:** bmonacelli@ivc.edu

**Institution:**  
Irvine Valley

Brian Monacelli

College

**Co-Principal Investigator:**  
Stephanie  
Bostwick**Email:**  
stephanie.bostwick@lwtech.edu**Institution:**  
Lake  
Washington  
Institute of  
Technology**NSF CONTACT INFORMATION**

The Managing Grants Official for this award can be found at  
<https://www.nsf.gov/bfa/dga/docs/liaison.pdf>

**Awarding****Official Name:**  
LeVar R. Farrior**Managing Program Officer**  
**Name:** Heather L Watson**Awarding**  
**Official Email:**  
lfarrior@nsf.gov**Managing Program Officer**  
**Email:** hwatson@nsf.gov

Download [Adobe Acrobat Reader](#) for viewing PDF files

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College and Irvine Valley College 2019-2020 Student Health Fee Increase

**ACTION:** Approval

---

### **BACKGROUND**

California Education Code Section 76355 permits governing boards of community college districts to charge a student health fee. Currently, this fee is set at \$20 per semester and \$17 per summer session or intersession of at least four weeks. This same code section allows districts to increase these fees by one dollar (\$1) when calculations for the Implicit Price Deflator for State and Local Government Purchase of Goods and Services show an increase of \$1 above the existing fee. This increase last occurred in 2017.

On March 22, 2019, the state chancellor's office announced the Implicit Price Deflator supported a one dollar (\$1) increase in the student health fee to \$21 per semester and \$18 per summer session or intersession of at least four weeks (EXHIBIT A).

### **STATUS**

Both the Irvine Valley College and Saddleback College Student Health Centers are primarily funded by student health fees, and as prices for goods rise and the needs of students increase, it becomes increasingly difficult to balance the budgets without significant general fund assistance. This modest \$1 increase in the health fee will assist the centers in maintaining the high quality services our students expect and deserve.

This request has the approval of the Academic Senate and Associated Students of Irvine Valley College and the Associated Student Government and the Consultation Council of Saddleback College.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees permit the colleges to implement a student health fee increase of \$1 from \$20 to \$21 per semester and from \$17 to \$18 per summer session or intersession of at least four weeks for the 2019-2020 academic year.

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



**MEMORANDUM**

March 22, 2019

FS19-01 | Via Email

**TO:** Chief Business Officers  
Chief Student Services Officers  
Health Services Program Directors  
Financial Aid Officers  
Admissions and Records Officers

**FROM:** Wrenna Finche, Director  
Fiscal Standards and Accountability Unit

**RE:** 2019-20 Student Health, Parking, and Transportation Services Maximum Fees

Education Code sections 76355, 76360, and 76361 authorize the governing board of a community college district to charge health, parking services, and transportation services fees and increase those fees by the same percentage as the increase in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services as published by the U.S. Department of Commerce.

The table below reflects the maximum semester, summer, intersession, and quarter fees that may be charged.

| Fiscal Year 2019-20 Maximum Fees |          |         |                           |              |
|----------------------------------|----------|---------|---------------------------|--------------|
| Fee                              | Semester | Summer  | Intersession <sup>1</sup> | Quarter Term |
| Health Services                  | \$21.00  | \$18.00 | \$18.00                   | \$18.00      |
| Parking Services                 | \$58.00  | \$29.00 | \$29.00                   | \$29.00      |
| Transportation Services          | \$79.00  | \$40.00 | \$40.00                   | \$40.00      |

If you have any questions about these fees, please contact Michael Yarber at (916) 327-6818 or [myarber@cccco.edu](mailto:myarber@cccco.edu).

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<sup>1</sup> Intersession of at least four weeks.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Authorize the Purchase of Nutanix Hardware and Software, Installation, Maintenance, and Software Maintenance, Carahsoft Technology Corporation

**ACTION:** Approval

---

**BACKGROUND**

On March 31, 2014, the Board approved the use of California Multiple Award Schedule (CMAS) Contract No. 3-12-70-2247E as awarded to Carahsoft Technology Corporation for the replacement of District Nutanix servers and data storage, which was effective through March 31, 2017. The District's Information Technology (IT) department has the need to replace servers and data storage.

Pursuant to Public Contract Code Section 10298, the District can utilize contracts awarded by the California Department of General Services through its California Multiple Award Schedules.

**STATUS**

Carahsoft Technology Corporation has been awarded CMAS Contract No. 3-12-70-2247E Supplement No. 5 (CMAS Contract) for the purchase and warranty of hardware and software, installation, maintenance, and software maintenance. District staff has reviewed the terms and conditions of the contract and finds it is in the best interest of the District to use the CMAS Contract for the purchase of Nutanix servers and data storage. The CMAS Contract is available for review in the Procurement, Central Services and Risk Management department.

This approval applies to purchases made within the terms of Supplement No. 5 to the CMAS Contract through March 31, 2022, and is contingent upon the availability of funds for each purchase. All purchases will be procured using District issued purchase orders and will be brought forward for Board ratification.

Funding for the project is available in the District IT approved Basic Aid account.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the use of California Multiple Award Schedule Contract No. 3-12-70-2247E, Supplement No. 5 as awarded to Carahsoft Technology Corporation for the purchase of Nutanix hardware and software, installation, maintenance, and software maintenance.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Authorization to Utilize Foundation for California Community Colleges (FCCC) and Trustees of the California State University Contracts

**ACTION:** Approval

---

### **BACKGROUND**

California Public Contract Code Section 20652 allows a community college district to acquire equipment, materials, and/or supplies, by utilizing an existing contract from another public entity without further competitive bidding. The Foundation of California Community Colleges (FCCC) of Sacramento is a public agency as defined in Government Code Section 20057 (b). California Public Contract Code Section 20653.5 allows California Community Colleges to purchase materials, equipment, supplies, and services from contracts lawfully entered into by the University of California or the California State University (UC/CSU) with the same terms, conditions, and prices as negotiated. Further, the FCCC collaborates with the UC/CSU systems through the California Higher Education shared Services Consortium for resource sharing.

Utilization of the FCCC/CSU/UC agreements under the same price and the same terms and conditions will prove beneficial to the District for the purpose of achieving added price savings through volume discounting.

### **STATUS**

District staff finds that purchases made from utilizing the following FCCC/UC/CSU Cooperative Purchasing agreements will save administrative time and expense, deliver significant cost savings and will be in the best interest of the District. The FCCC/UC/CSU contracts will cover the following commodity areas: furniture and fixtures and related services, copier equipment and related services, lighting equipment and supplies, maintenance supplies, flooring materials and related services, fitness equipment and related services, wall boards and related services, uniform products and related services, financial aid software, and video remote interpreting software.

FCCC Administrative Services Agreement CB-260-18 - With Agati, Inc., for the purchase of custom library furnishings and related services effective August 31, 2018 through August 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-140-18 - With Agati, Inc., for the purchase of academic environment furnishings and related services effective August 31, 2018 through August 30, 2021, with the option to extend for two (2) additional one (1) year terms.

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



FCCC Administrative Services Agreement CB-227-17 - With Aramark Uniform and Career Apparel, LLC, for the purchase of uniform products and related services effective June 1, 2017 through September 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-233-17 - With Bentley Mills, for the purchase of commercial flooring products and related services effective November 1, 2017 through January 31, 2020.

FCCC Administrative Services Agreement CB-235-18 - With CampusLogic, Inc., to provide financial aid communication, verification and tracking software effective February 1, 2018 through January 31, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-236-18 - With Communications Consulting Group, to provide American Sign Language Video Remote Interpreting software effective February 1, 2018 through January 31, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-242-18 - With CED/All Phase Electric Supply Co., for the purchase of LED lighting effective April 1, 2018 through January 30, 2023, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-148-18 - With Community Playthings, for the purchase of child development furnishings and related services effective August 31, 2018 through August 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-257-18 - With Ergonom Corporation dba ERG International, for the purchase of academic environment furnishings, administrative environment furnishings and related services effective August 31, 2018 through August 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-202-18 - With Exemplis, LLC, for the purchase of administrative environment furnishings and related services effective August 31, 2018 through August 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-249-18 - With Fastenal Company, for the purchase of facilities supplies effective July 31, 2018 through June 30, 2023, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-248-18 - With W. W. Grainger, Inc., for the purchase of facilities supplies effective July 31, 2018 through June 30, 2023, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-144-18 - With Haworth, Inc., for the purchase of administrative furnishings and related services effective August 31, 2018 through August 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-266-18 - With Haworth, Inc., for the purchase of custom library furnishings, panel systems, wall systems, access flooring systems, and related services effective August 31, 2018 through August 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-265-18 - With Krueger International, Inc., for the purchase of custom library furnishings, fixed seating, wall systems, and related services effective August 31, 2018 through August 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-145-18 - With Krueger International, Inc., for the purchase of academic environment furnishings, administrative environment furnishings and related services effective August 31, 2018 through August 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-256-18 - With Krug, Inc., for the purchase of administrative environment furnishings and related services effective August 31, 2018 through August 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Agreement CB-247-18 - With Matrix Fitness, for the purchase of fitness equipment and related services effective July 31, 2018 through July 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-146-18 - With Platinum Visual Systems, for the purchase of wall boards and related services effective August 31, 2018 through August 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-251-18 - With Precor, Inc., for the purchase of fitness equipment and related services effective July 31, 2018 through July 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-218-17 - With Ricoh USA, Inc., for the purchase of copier equipment and related services effective May 1, 2017 through February 28, 2020, with the option to extend for one (1) additional one (1) year term.

FCCC Administrative Services Agreement CB-263-18 - With Steelcase, Inc., for the purchase of custom library furnishings, panel systems, wall systems, and related services effective August 31, 2018 through August 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-155-18 - With Steelcase, Inc., for the purchase of academic environment furnishings, administrative environment furnishings and related services effective August 31, 2018 through August 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-255-18 - With Teknion, LLC, for the purchase of administrative environment furnishings and related services effective August 31, 2018 through August 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-253-18 - With Tennsco, LLC, for the purchase of storage system furnishings and related services effective August 31, 2018 through August 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-254-18 - With The Worden Company, for the purchase of academic environment furnishings and related services effective August 31, 2018 through August 30, 2021, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-262-18 - With The Worden Company, for the purchase of custom library furnishings and related services August 31, 2018 through August 30, 2021, with the option to extend for two (2) additional one (1) year terms.

The approval to utilize the above contracts applies to purchases made within the term of the agreements and is contingent upon the availability of funds for each purchase. Funding will be available in the individual departments' accounts. All purchases will be procured with District issued purchase orders and will be brought forward for Board ratification.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the use of the above identified FCCC/CSU/UC contracts to purchase equipment, furniture, fixtures, materials, supplies, and services.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Board Policy Revision: BP-146 Chancellor Succession, BP-1500 Naming of College Facilities, BP-1900 Alcoholic Beverages, BP-3007 Cash Handling, BP-3101 Budget Management, BP-3101.5 (now 3103) Fiscal Management, BP-3102 Investment Policy, BP-3104 Fiscally Accountable, BP-3300 Gifts, Donations and Bequests, BP-3451 Safety and Health, BP-3520 Refreshments and Meals at District Functions, BP-3811 College Bookstores, BP-4006 Communicable Diseases Assessment, BP-4007 Health Examinations

**ACTION:** Approval

---

### **BACKGROUND**

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

### **STATUS**

Fourteen board policies are presented to the Board of Trustees for approval. The new language to the board policies was reviewed and revised by the Board Policy Subcommittee (as required), 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 March 14, 2019 for review and recommendation to the Chancellor. EXHIBITS A-N were brought to the Board of Trustees on February 25, 2019 for review and study. Additional changes recommended by the Board of Trustees from the February 25, 2019 meeting have been highlighted.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the board policies as listed.

# BOARD POLICY

146

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## CHANCELLOR SUCCESSION

### Acting Chancellor:

The Board delegates authority to the Chancellor to appoint an acting ~~chancellor~~ Chancellor to serve in his or her absence for short periods of time, not to exceed ~~60~~ 30 calendar days at a time.

~~The Chancellor shall establish procedures for succession when the Chancellor is absent.~~ In the absence of the Chancellor and when an acting Chancellor has not been named, administrative responsibility shall reside with the Vice Chancellor, Business Services.

The Board shall appoint an acting ~~chancellor~~ Chancellor for periods exceeding ~~60~~ 30 calendar days due to the Chancellor's absence.

### Interim Chancellor:

In the event that the Chancellor position is vacant, the Board may appoint an interim Chancellor until a regular appointment is made. Appointment of an Interim Chancellor may not exceed two years.

### *Reference:*

*Education Code Sections 70902(d); 72400;*

*Government Code Section 53060*

*-Title 5 Sections 53021(b) and (c)(7)*

# BOARD POLICY

1500

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

COMMUNITY  
RELATIONS

## NAMING OF COLLEGE FACILITIES

The naming of facilities can have philosophical and practical value to the institution from the standpoint of identity and community and regional pride. It is within the legal purview of the Board of Trustees to name campus buildings and other facilities based upon information provided by the eChancellor, in consultation with the appropriate college president, leadership groups and Foundation. ~~following an appropriate nomination and review process. The naming of facilities can have philosophical and practical value to the institution from the standpoint of identity and community and regional pride.~~

Procedures shall be established to assure that the name of campus buildings and other facilities will be consistent in style and application. General guidelines to be applied to the process of naming campus buildings include the following:

1. Consideration of geographic location of facilities, including prominent landmarks and geographical features or community names.
2. Consideration of names with historic or cultural significance in the region.
3. Extraordinary financial support of the college to further its programs, activities or capital construction. Extraordinary financial support and/or contributions are defined as follows:
  - a) For buildings:
    - i) A donation of fifty percent (50%) or more of the total project cost of a newly constructed or newly renovated building.
    - ii) A donation in the amount of \$10 million or more for existing buildings.
  - b) For parts of buildings or particular areas (classrooms, patios, gardens, theaters, or other identifiable features:
    - i) A donation of fifty percent (50%) or more of the total cost of the specific part of the building or particular area for newly constructed or newly renovated areas.
    - ii) A donation of \$1.5 million or more for an existing athletic field or area.
    - iii) A donation of \$500,000 or more for an existing building wing or floor.
    - iv) A donation of \$250,000 or more for an existing auditorium, theatre, cafeteria, scoreboard, or similar building area.

Adopted: 12-12-83  
Revised: 03-07-88  
Revised: 04-26-99

Revised: 09-29-03  
Revised: 10-27-08  
Revised:

- v) A donation of \$100,000 or more for an existing assembly area, testing center, study area, or other similar building area.
  - vi) A donation of \$50,000 or more for an existing major lecture hall, specialized classroom, or similar specialized room.
  - vii) A donation of \$25,000 or more for an existing standard classroom or laboratory space.
  - viii) A donation of \$10,000 or more for an existing conference room or office space.
  - c) For programs, a donation of \$2.5 million.
  - d) For activities, such as a lecture series, a donation commensurate with the activity.
  - e) For temporary naming rights that exist for a defined period of time, the annual sponsorship amount shall be fifteen percent (15%) of the above amounts.
  - f) The Chancellor shall have discretion to waive a portion of the above limits in special circumstances at the request of the college President.
4. Extraordinary contribution to the college and its students by an individual, group or organization other than college staff.
  5. Extraordinary individual or organizational service to the community served by the college, not necessarily the college alone.
  6. Extraordinary and/or long-standing service by a former member of the faculty, staff, student body, administration or Board of Trustees to the students and programs of Irvine Valley College, Saddleback College, and/or Advanced Technology and Education Park (ATEP).
  7. ~~Other extraordinary reasons as determined by the Board of Trustees.~~

The District reserves the right to change the name of the college facilities ~~at any time~~ in the following circumstances:

1. if the donor is later convicted of a felony;
2. if the donor engages in conduct, which, in the sole discretion of the Board of Trustees, is significantly detrimental to the reputation of the donor, such that continued name association between such individual and/or company and the District and/or college would be contrary to the best interests of the District and/or college;
3. if the structure is demolished or significantly altered and repurposed; or
4. if the name of the structure is demonstrated to be contrary to the best interests of the District and/or college.

This policy does not apply to the building identifiers or locations such as: BGS or BSTIC.

*Reference:*

*~~California Education Code, Section 72000~~*

|          |          |          |          |
|----------|----------|----------|----------|
| Adopted: | 12-12-83 | Revised: | 09-29-03 |
| Revised: | 03-07-88 | Revised: | 10-27-08 |
| Revised: | 04-26-99 | Revised: |          |



# BOARD POLICY

1900

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

COMMUNITY RELATIONS

## ALCOHOLIC BEVERAGES

The Chancellor/ or designee is authorized to ~~approve~~ establish regulations as appropriate and permitted by law regarding ~~the serving of~~ alcoholic beverages ~~at on~~ District sites or at fundraising events held to benefit the Foundations or ATEP Facilities Corporation ~~if the alcoholic beverages are for use at Foundation fund-raising events.~~ Alcoholic beverages shall not be served on any District site except in accordance with this policy and related administrative regulation.

~~Alcoholic beverages at District sites are permitted if the alcoholic beverage is for use during a fundraiser held to benefit the College/District Foundations that have obtained a license under the Business and Professions Code to do so provided that no alcoholic beverages can be acquired, possessed or used at a football game or other athletic contests sponsored by the district.~~

~~To lower the district liability exposure, liability insurance will be required to be purchased by the Foundations when holding events where alcohol is served.~~

### *Reference:*

*Business and Professions Code Sections 24045.3, 24045.6 and 25608*  
*34 Code of Federal Regulations Section 668.46 (b)(8)*

# BOARD POLICY

# 3007

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## CASH HANDLING

The ~~SOC~~ Chancellor or designee will ensure that proper internal controls are in place for cash collections and cash handling.

Cash is defined as coin, currency, check, money order, and credit/debit card transactions. The emphasis should be on internal controls, including segregation of duties, safeguarding of assets, and authorization of cash collection points.

The Chancellor shall establish administrative regulations for proper cash handling.

# BOARD POLICY

# 3101

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## BUDGET MANAGMENT

The budget shall be managed in accordance with Title 5 and the California Community Colleges Budget and Accounting Manual. Budget revisions shall be made only in accordance with these policies and as provided by law.

The District's unrestricted general reserves shall adhere with Board Policy 3100 - Budget Preparation.

Revenues accruing to the District in excess of amounts budgeted shall be added to the District's reserve for contingencies unless they are appropriated by a resolution of the Board that sets forth the need according to major budget classifications in accordance with applicable law.

Board approval/ratification is required for changes between major expenditure classifications. The Chancellor or designee may approve ~~A~~ a transfer between major classifications of expenditures, which is ~~may be approved by the Chancellor or designee,~~ subject to ratification by a majority vote of the Board of Trustees, ~~duly convened~~. Transfers from the reserve for contingencies to any expenditure classification ~~must~~ shall be approved ~~in advance~~ by a two-thirds vote of the members of the Board.

All approved transfers shall be filed with the Orange County Department of Education.

### *References:*

Title 5 Sections 58307 and 58308

|          |         |          |         |
|----------|---------|----------|---------|
| Adopted: | 9-23-91 | Revised: | 4-28-08 |
| Revised: | 4-26-99 | Revised: | 6-25-12 |
| Revised: | 9-29-03 |          |         |

# BOARD POLICY

~~3101.5~~ **3103**SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## FISCAL MANAGEMENT

The Chancellor shall establish ~~procedures~~ regulations to assure that the District maintains sound fiscal management through the responsible stewardship of available resources in accordance with the principles contained in law, including:

- A. Adequate internal controls exist.
- B. All auxiliary activities that have a fiscal impact on the District comport with the educational objectives of the District and comply with sound accounting and budgeting principles, public disclosures, and annual independent audit requirements.
- C. Board approval and District oversight of all bank accounts, including approval of authorized signatories.
- D. Fiscal objectives, procedures, and constraints are communicated to the Board and employees.
- ~~D.~~E. District personnel practices are consistent with legal requirements and that staffing costs do not exceed estimates of available financial resources.
- ~~E.~~F. Adjustments to the budget are made in a timely manner, when necessary.
- ~~F.~~G. The management information system provides timely, accurate, and reliable fiscal information.
- ~~G.~~H. Responsibility and accountability for fiscal management are clearly delineated.

The books and records of the District shall be maintained pursuant to the California Community Colleges Budget and Accounting Manual.

The Chancellor shall also establish procedures that satisfy the U.S. Education Department General Administrative Regulations (EDGAR) for any federal funds received by the District.

As required by law, the Board shall be presented with ~~a~~ three quarterly reports and an annual report showing the financial and budgetary conditions of the District.

As required by the Budget and Accounting Manual, expenditures shall be recognized in the accounting period in which the liability is incurred, and shall be limited to the amount budgeted for each major classification of accounts and to the total amount of the budget for each fund.

### *References:*

*Education Code Section 84040(c);*

*Title 5 Section 58311*

*Accreditation Standard III.D*

*2 Code of Federal Regulations Parts 200.302(b)(6)-(7), 200.305, and 200.400 et seq.*

Adopted: 04-28-08

Revised: 08-26-13

Page 1 of 1

# BOARD POLICY

# 3102

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## INVESTMENT POLICY

The Chancellor is responsible for ensuring that District funds that are not required for the immediate needs of the District ~~be~~ are invested in accordance with current laws.

Investments shall be made based on the following criteria:

- A. The preservation of principal shall be of primary importance.
- B. The investment program must remain sufficiently flexible to permit the District to meet all operating requirements.
- C. Transactions should be avoided that might impair public confidence.

The Board of Trustees has given the authority to manage the investments of the Retiree Health Benefits Trust to the Retirement Board of Authority (RBOA).

The ~~District's Chief Fiscal Officer~~ Vice Chancellor of Business Services ~~must~~ shall provide the Chancellor and the Board of Trustees with, ~~at least, the required~~ quarterly and annual reports on investments.

~~This policy will be reviewed periodically, as needed, to ensure its consistency with the objectives of safety, yields, and possible changes in applicable laws and financial trends. Any proposed amendments will be presented to the Board for review prior to approval.~~

All private investment ~~advisors~~ advisers/managers, legal counsel, or any other financial professionals employed or retained by the District must review this policy and sign the statement of compliance confirming that they have reviewed it and will fully comply with its requirements. Compliance with and signed acknowledgment of the policy including is required from, without limitation, financial ~~advisors~~ advisers, underwriters, bond counsel, and disclosure counsel. ~~must review this policy and sign the statement of compliance confirming that they have reviewed this investment policy and will fully comply with its requirements.~~

~~[See Administrative Regulation 3102 Investments]~~

*Reference:*

*Government Code Section 53600 et seq.*

Adopted: 9-16-96  
 Revised: 4-26-99  
 Revised: 9-29-03  
 Revised: 10-27-08  
 Revised: 1-22-13

# BOARD POLICY

3104

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## FISCALLY ACCOUNTABLE

~~The South Orange County~~ Community College District (District), as a fiscally accountable ~~district~~entity, processes its own commercial checks, ensures proper internal controls for those payments, and audits the payments. The District follows the education code requirements and assumes the responsibilities that shifted from the Orange County Department of Education (OCDE). The District notifies OCDE of the payments to update their records and the County Treasury.

Upon approval by the Orange County Department of Education, the Chancellor and/or designee assumes all duties and responsibilities for being fiscally accountable for commercial checks that were formerly assigned to the county ~~superintendent~~ Superintendent of schools Schools/county ~~auditor~~ Auditor-controller Controller. Checks are drawn on the county treasury and are printed, audited, and disbursed by the District. ~~An administrative regulation will be developed to outline the details of the check disbursement and audit process.~~

### *Reference:*

*Education Code Section 85266*

~~*Note will remain until July 1, 2014.*~~

~~*This board policy, upon board approval, would not be effective until July 1, 2014 when the district becomes fiscally accountable.*~~

# BOARD POLICY

# 3300

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## GIFTS, DONATIONS, AND BEQUESTS

The Board shall consider all gifts, donations, and bequests made to the District. The Board reserves the right to refuse to accept any gift ~~which~~ that does not contribute toward the goals of the District, or the ownership of which would have the potential to deplete resources of the District.

The District shall assume no responsibility for appraising the value of gifts made to the District.

Acceptance of a gift shall not be considered endorsement by the District of a product, enterprise, or entity.

~~In~~ Under no ~~event~~ circumstances shall the District accept a ~~donation~~ gift, donation, or bequest from any donor who engages in practices or policies ~~which~~ that discriminate against any person on the basis of sex, nationality, religion, age, gender, gender identity, gender expression, race or color, ethnic group identification, national origin, ancestry, religion, mental or physical disability, ethnicity, medical condition, genetic information, ancestry, pregnancy, sexual orientation, marital status, military or veteran status, or physical or mental disability, or sexual orientation or because an individual is perceived as having one or more of the above characteristics; or when the stated purpose of the ~~donation~~ gift, donation, or bequest is to facilitate such discrimination in providing educational opportunity.

### *Reference:*

*California Education Code, Section ~~72122~~ 72205*  
*Title 5, Section 59320*

|          |         |          |         |
|----------|---------|----------|---------|
| Adopted: | 4-07-75 | Revised: | 9-29-03 |
| Revised: | 5-23-88 | Revised: | 8-26-08 |
| Revised: | 4-26-99 | Revised: | 7-30-12 |

# BOARD POLICY

# 3451

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## SAFETY AND HEALTH

The Chancellor or designee shall ~~establish Administrative Regulations to ensure~~ safeguard ensure the safety of employees and students ~~on District sites, including the following by:~~

- ~~Compliance~~ Complying with the United States Department of Transportation regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991. Specifically, the District shall comply with the regulations of the Federal Highway Administration (FHWA) and, if applicable, the Federal Transit Administration (FTA). Compliance with ~~these~~ this ~~policies~~ policy and ~~procedures~~ is a condition of employment for those employees who transport students. (See BP/AR-3207 District Drivers and Vehicle Use Policy & BP-4018 Alcohol and Controlled Substances Testing.)
- ~~Establishment~~ Establishing of an Injury and Illness Prevention Program (IIPP) in compliance with applicable Occupational Safety and Health Administration (OSHA) regulations and state law. ~~These procedures~~ The program shall promote ~~an~~ active and aggressive ~~program~~ actions to reduce and/or control safety and health risks.
- ~~Establishment~~ Establishing of a Hazardous Material Communications Program, which shall include review of all chemicals or material, received by the District for hazardous properties, instruction for employees and students on the safe handling of such materials, and proper disposal methods for hazardous materials.
- ~~Prohibition of the use of tobacco in all public buildings including within 25 feet of entrances.~~ Prohibiting of the use, sales, distribution, or advertisement of tobacco products within or on any district facility or property. (See BP/AR-2150 Smoke Free District)

### Reference:

49 C.F.R., Part 40, 49 C.F.R., Part 665

Title 8, Section 3023

29 C.F.R. 1910.101 et seq.

Health &amp; Safety Code Section 104420

Adopted: 6-21-93  
 Revised: 4-26-99  
 Revised: 1-20-04  
 Revised: 8-31-09

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# BOARD POLICY

# 3520

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## REFRESHMENTS AND MEALS AT DISTRICT FUNCTIONS

The Board of Trustees encourages public participation and awareness of community college district programs and activities ~~through direct personal contact~~ with individuals and community groups. The Board believes that the serving of refreshments and meals for District approved functions facilitates communication and increases public awareness of the District and its colleges, and improves participation in District sponsored meetings and functions.

The Board of Trustees authorizes the serving of refreshments and/or meals as designated in ~~the~~ administrative ~~procedures~~ regulation, AR-3520 - *Refreshments and Meals at District Functions*.

Adopted: 11-05-90  
Revised: 4-26-99  
Revised: 9-29-03

Revised: 4-28-08  
Revised: 6-23-14

# BOARD POLICY

# 3811

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## COLLEGE BOOKSTORES

College bookstores shall be established and operated by a qualified vendor.

Contracts for outside vendors to operate bookstores shall be awarded by competitive bid, submitted to the Board for approval, and awarded in the best interests of the students.

The core purpose of the bookstores within the District is to ~~do the following~~:

- A. Offer textbooks and other instructional materials to the students of the colleges for fair market prices in a timely manner;
- B. Provide a means for the students to sell textbooks through buy back; and
- C. Serve the needs of the faculty, ensuring that the course textbooks and materials they choose for their courses are available to students.

College bookstore(s) shall comply with the requirements of the Reader Privacy Act.

### *Reference:*

*Education Code Section 81676, 72676*

*Civil Code Section 1798.90*

# BOARD POLICY

4006

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## MEDICAL EXAMINATIONS, COMMUNICABLE DISEASES, AND TUBERCULOSIS TESTING ~~ASSESSMENT~~

The District shall comply with California Education Code relating to medical examinations, and communicable diseases, ~~and~~ (For tuberculosis testing, see BP 4009 Certification of Freedom from Tuberculosis.)

All newly hired academic employees shall have on file in Human Resources a medical certificate indicating freedom from communicable diseases, including tuberculosis. No academic employee shall commence service until such medical certificate has been provided to the District.

-

### *Reference:*

*California Education Code, Sections 87408, ~~87408.5~~, 87408.6, 88021*

|          |          |           |          |
|----------|----------|-----------|----------|
| Adopted: | 02-13-68 | Revised:  | 04-26-99 |
| Revised: | 04-01-72 | Revised:  | 01-20-04 |
| Revised: | 04-10-89 | Reviewed: | 03-28-11 |
| Revised: | 04-08-91 | Revised:  | 03-28-16 |

# BOARD POLICY

4007

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## HEALTH EXAMINATIONS

~~The District will assume the full cost of any medical examination it requires as a condition of employment or continued employment, including but not limited to the provisions outlined in the California Education Code for academic personnel, and Section 88021 for classified personnel.~~

The Chancellor may require medical examinations of candidates for appropriate positions prior to assuming the duties of the position. Such pre-employment medical examinations may only be required after a conditional job offer has been made, and shall be required of any candidate for a position for which a pre-employment medical examination has been deemed appropriate. No candidate shall be required to participate in such an examination solely on the basis of the candidate's age or disability.

The Vice Chancellor of Human Resources may require any employee to undergo a physical or mental examination where such a fitness for duty exam is job related and consistent with business necessity. Such medical examinations shall be at the District's expense and shall be conducted by a physician or other licensed medical practitioner chosen by the District.

### *Reference:*

*Education Code Section 87408*

*Government Code Section 12940*

*42 U.S. Code Section 12112(d)*

*29 Code of Federal Regulations, Part 1630*

|          |          |           |          |
|----------|----------|-----------|----------|
| Adopted: | 06-04-69 | Revised:  | 09-26-05 |
| Revised: | 04-10-89 | Reviewed: | 10-13-10 |
| Revised: | 02-28-94 | Revised:  | 03-28-16 |
| Revised: | 04-26-99 |           |          |

**TO:** Board of Trustees

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

**RE:** SOCCCD: Academic Employees and Classified Administrators  
Personnel Actions – Regular Items

**ACTION:** Ratification

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**BACKGROUND**

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

**STATUS**

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. NEW PERSONNEL APPOINTMENTS**

1. ADMINISTRATIVE EMPLOYMENT (Ratified – Pursuant to Administrative Regulation 4002.1)
  - a. RODGERS, COREY, ID #024329 is to be employed as Dean of Enrollment Services, Pos. #P0004609, Office of Student Services, Irvine Valley College, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 22, Step 4 (\$171,348), effective April 29, 2019. **Education:** M.A. Education, Claremont Graduate University, Claremont; B.A. Psychology; B.A. Comparative Cultural, University of California, Irvine. (Exhibit B, Pages 1-4)
  - b. MCCANN, ELIZABETH, is to be employed as Executive Director of College Foundation, Pos. #P0004826, Office of the President, Saddleback College, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 22, Step 4 (\$171,348), effective May 13, 2019. **Education:** M.A. Public Administration; B.A. American Studies; B.A. English (American Literature), University of Southern California, Los Angeles. (Exhibit B, Pages 5-8)
2. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF (Ratified - Pursuant to Administrative Regulation 4002.1)

| <u>Applicant</u>               | <u>Highest Degree</u>           | <u>Assignment</u>                       | <u>Approx.<br/>Salary<br/>Placement</u> | <u>Start Date</u> |
|--------------------------------|---------------------------------|---|---|-------------------|
| Barbaro, Jaime                 | Equivalency                     | Nursing/SC                              | 1                                       | 01/14/19          |
| Cheesman, Patrick              | Equivalency                     | Nursing/SC                              | 1                                       | 01/14/19          |
| Davis, Stacey                  | Equivalency                     | Speech/IVC                              | 1                                       | 08/19/19          |
| Dueck, Robert                  | BA/Physics                      | Laser/Electro-optics<br>Technology/ATEP | 1                                       | 08/19/19          |
| Enamorado, Alexa               | MS/Rehab Counseling             | Counselor/SC                            | 2                                       | 05/28/19          |
| <sup>1</sup> Escamilla, Dorian | Equivalency                     | EOPS Counselor/IVC                      | 2                                       | 01/14/19          |
| Jang, Stephen                  | MS/Computer Science             | Computer<br>Science/IVC                 | 2                                       | 08/19/19          |
| Kurr, Kyle                     | MA/Business Admin               | Business/SC                             | 2                                       | 08/19/19          |
| Lively, Brian                  | MA/Business Admin               | Business/SC                             | 5                                       | 08/19/19          |
| Maki, Lauren                   | MS/College Counseling           | Counselor/SC                            | 2                                       | 05/28/19          |
| <sup>2</sup> Ricci, David      | Equivalency                     | Kinesiology/SC                          | 2                                       | 05/28/19          |
| Turi, Rosa                     | Equivalency                     | Emeritus/IVC                            | 1                                       | 01/14/19          |
| Vargas, Maria                  | MA/Early Childhood<br>Education | Child<br>Development/IVC                | 2                                       | 01/14/19          |
| Wetzel, David                  | MA/Business Admin               | Business/SC                             | 2                                       | 08/19/19          |
| Workman, Kenneth               | Equivalency                     | Kinesiology/SC                          | 1                                       | 05/28/19          |

<sup>1</sup> Current NBU Employee, Project Specialist, Financial Aid, Irvine Valley College

<sup>2</sup> Current NBU Employee, Coaching Aide, Kinesiology, Saddleback College

**B. ADDITIONAL COMPENSATION: GENERAL FUND**

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the 2018/2019 fiscal year.

| <u>Name</u>                | <u>Activity</u>                      | <u>Not to Exceed<br/>Amount (\$)</u> | <u>Effective Date</u> |
|----------------------------|--------------------------------------|--------------------------------------|-----------------------|
| Bailey, Cheryl             | Academic Senate Recorder             | \$4,098.00                           | 01/14/19-05/22/19     |
| Galloway, Lisa<br>Montagne | Canvas Bootcamp Review               | \$823.20                             | 02/15/19-03/15/19     |
| Lee, Victoria              | South Pacific Performance            | \$1,020.00                           | 04/01/19-04/16/19     |
| Melendez, Robert           | Early College Facilitator Counseling | \$5,464.00                           | 01/14/19-05/22/19     |

**General Fund/IVC Month to Date: \$ 11,405.20**  
**2018-2019 IVC FISCAL YEAR TO DATE: \$ 375,392.16**

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 2018/2019 fiscal year.

| <u>Name</u>            | <u>Activity</u>            | <u>Not to Exceed<br/>Amount (\$)</u> | <u>Effective Date</u> |
|------------------------|----------------------------|--------------------------------------|-----------------------|
| Bird, Chrissy          | OB1C Committee Member Mtgs | \$1,000.00                           | 08/13/18-12/19/18     |
| Branch-Stewart,<br>Kim | OB1C Committee Member Mtgs | \$1,000.00                           | 08/13/18-12/19/18     |
| Branch-Stewart,<br>Kim | OB1C Committee Member Mtgs | \$1,000.00                           | 01/08/19-05/22/19     |
| Cesareo, Claire        | OB1C Committee Member Mtgs | \$1,000.00                           | 08/13/18-12/19/18     |
| Cesareo, Claire        | OB1C Committee Member Mtgs | \$1,000.00                           | 01/08/19-05/22/19     |
| Gilman, Bruce          | OB1C Committee Member Mtgs | \$1,000.00                           | 08/13/18-12/19/18     |
| Gilman, Bruce          | OB1C Committee Member Mtgs | \$1,000.00                           | 01/08/19-05/22/19     |
| Hayter, Catherine      | OB1C Committee Member Mtgs | \$1,000.00                           | 01/08/19-05/22/19     |
| Radden, Larry          | OB1C Committee Member Mtgs | \$1,000.00                           | 01/08/19-05/22/19     |
| Renault, Irene         | OB1C Committee Member Mtgs | \$1,000.00                           | 08/13/18-12/19/18     |
| Renault, Irene         | OB1C Committee Member Mtgs | \$1,000.00                           | 01/08/19-05/22/19     |
| Tamara, Lydia          | OB1C Committee Member Mtgs | \$1,000.00                           | 01/08/19-05/22/19     |
| Zach, Alicia           | OB1C Committee Member Mtgs | \$1,000.00                           | 01/08/19-05/22/19     |

**General Fund/SC Month to Date: \$ 13,000.00**  
**2018-2019 SC FISCAL YEAR TO DATE: \$ 451,631.43**

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

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for 2018/2019 fiscal year.

| <u>Name</u>                                | <u>Activity</u>                   | <u>Not to Exceed<br/>Amount (\$)</u> | <u>Effective Date</u> |
|--|-----------------------------------|--------------------------------------|-----------------------|
| Bobrik, Alexis                             | Course Participant WR399 (1)      | \$823.20                             | 01/14/19-05/22/19     |
| Henel, Sylvia                              | AESL Come Connect Facilitator (2) | \$82.32                              | 03/26/19-03/26/19     |
| Huggett, Danelle                           | Curriculum Director WR399         | \$2,366.70                           | 01/14/19-05/22/19     |
| Kaminsky, Rebecca                          | Course Coordinator WR399          | \$2,263.80                           | 01/14/19-05/22/19     |
| Kibler-McNerney,<br>Joanna                 | AESL Come Connect Facilitator (1) | \$82.32                              | 03/12/19-03/12/19     |
| Knoll, Melissa                             | WR Coreq Co-Coordinator           | \$2,049.00                           | 01/14/19-05/22/19     |
| Vaught, Karen                              | Course Participant WR 399 (2)     | \$823.20                             | 01/14/19-05/22/19     |
| <b>Non-General Fund/IVC Month to Date:</b> |                                   | <b>\$ 8,490.54</b>                   |                       |
| <b>2018-2019 IVC FISCAL YEAR TO DATE:</b>  |                                   | <b>\$ 364,962.84</b>                 |                       |

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2018/2019 fiscal year.

| <u>Name</u>         | <u>Activity</u>                    | <u>Not to Exceed<br/>Amount (\$)</u> | <u>Effective Date</u> |
|---------------------|------------------------------------|--------------------------------------|-----------------------|
| Allah, Nancy        | LVLUP-ENG PD HEHI W/Shop (2)       | \$82.32                              | 03/01/19-03/01/19     |
| Barr, Doug          | Guided Pathway Deans/Chairs        | \$100.00                             | 02/07/19-02/08/19     |
| Bravo, Adam         | Jazz Day Performance               | \$225.00                             | 02/23/19-02/23/19     |
| Brooks, Taylor      | Auto 100 Alignment                 | \$823.20                             | 02/17/19-02/26/19     |
| Burkhalter, Liz     | LVLUP- AHE Peer Academy            | \$82.32                              | 02/01/19-02/01/19     |
| Cooper, Karin       | LVLUP-ENG PD HEHI W/Shop (2)       | \$82.32                              | 03/01/19-03/01/19     |
| Cox, Barbara        | LVLUP- AHE Peer Academy            | \$82.32                              | 02/01/19-02/01/19     |
| Crabb, Kerry        | Guided Pathways                    | \$82.32                              | 08/20/18-12/19/18     |
| Dassero, Sarah      | LVLUP-ENG PD HEHI W/Shop (2)       | \$82.32                              | 03/01/19-03/01/19     |
| DeAngelis, Gail     | LVLUP- AHE Peer Academy            | \$82.32                              | 02/01/19-02/01/19     |
| Dubon, Valeska      | LVLUP- AHE Peer Academy            | \$82.32                              | 02/01/19-02/01/19     |
| Elston, Lisa        | LVLUP- AHE Peer Academy            | \$82.32                              | 02/01/19-02/01/19     |
| Engels, Michael     | LVLUP- AHE Peer Academy            | \$205.80                             | 02/01/19-02/01/19     |
| English, Noemi      | Vital Link Regional Meeting        | \$123.48                             | 02/22/19-02/22/19     |
| English, Noemi      | OCADA Workshop                     | \$123.48                             | 02/28/19-02/28/19     |
| Even, Ryan          | CTE Spring Articulation W/Shop     | \$164.64                             | 04/01/19-04/30/19     |
| Feng, Stephanie     | ACEN Prep Accreditation Coord.     | \$164.64                             | 01/30/19-01/31/19     |
| Foote, Alan         | LVLUP- AHE Peer Academy            | \$82.32                              | 02/01/19-02/01/19     |
| Fredrickson, Scott  | LVLUP- AHE Peer Academy            | \$82.32                              | 02/01/19-02/01/19     |
| Gates, Alana        | LVLUP- AHE Peer Academy            | \$82.32                              | 02/01/19-02/01/19     |
| Giordano, Dave      | LVLUP- AHE Peer Academy            | \$82.32                              | 02/01/19-02/01/19     |
| Gleason, Linda      | Nursing Student Remediation Coord. | \$1,464.40                           | 02/01/19-02/28/19     |
| Grisham, Melinda    | ACEN Prep Accreditation Coord.     | \$164.64                             | 01/30/19-01/31/19     |
| Gullotta, Elizabeth | Clinical MA Assistant Remediation  | \$3,087.00                           | 02/01/19-04/30/19     |
| Gustafson, Michelle | Guided Pathway Deans/Chairs        | \$100.00                             | 02/07/19-02/08/19     |



**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND – Continued**

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2018/2019 fiscal year.

| <u>Name</u>                | <u>Activity</u>                   | <u>Not to Exceed<br/>Amount (\$)</u> | <u>Effective Date</u> |
|----------------------------|-----------------------------------|--------------------------------------|-----------------------|
| Hardaway Nicole            | BSI Contextualized Curriculum     | \$2,058.00                           | 01/14/19-04/30/19     |
| Hays, Scott                | LVLUP-ENG PD HEHI W/Shop (2)      | \$82.32                              | 03/01/19-03/01/19     |
| Homma, Mary                | BSI Contextualized Curriculum     | \$2,058.00                           | 01/14/19-04/30/19     |
| Hughes, Luther             | Jazz Day Performance              | \$225.00                             | 02/23/19-02/23/19     |
| Hyland, Brit               | LVLUP- AHE Peer Academy           | \$82.32                              | 02/01/19-02/01/19     |
| Jenkins, Tina              | LVLUP- AHE Peer Academy           | \$82.32                              | 02/01/19-02/01/19     |
| Jennison, Liz              | LVLUP- AHE Peer Academy           | \$205.80                             | 02/01/19-02/01/19     |
| Kaefer, Kenneth            | LVLUP-ENG PD HEHI W/Shop (2)      | \$82.32                              | 03/01/19-03/01/19     |
| Kihyet, Connie             | LVLUP- AHE Peer Academy           | \$82.32                              | 02/01/19-02/01/19     |
| Long, Michael              | Guided Pathway Deans/Chairs       | \$100.00                             | 02/07/19-02/08/19     |
| Maniaci, Vera              | LVLUP-ENG PD HEHI W/Shop (2)      | \$82.32                              | 03/01/19-03/01/19     |
| McConkey, Jennifer         | LVLUP-ENG PD HEHI W/Shop (2)      | \$82.32                              | 03/01/19-03/01/19     |
| McElroy, Mark              | Guided Pathways                   | \$82.32                              | 08/20/18-12/19/18     |
| McFann, Kent               | CTE Spring Articulation Workshops | \$164.64                             | 04/01/19-04/30/19     |
| Medling, Jane              | LVLUP- AHE Peer Academy           | \$82.32                              | 02/01/19-02/01/19     |
| Murray, Pete               | LVLUP- AHE Peer Academy           | \$82.32                              | 02/01/19-02/01/19     |
| Nathan, Heather            | Admin. MA Remediation Co-ord.     | \$1,852.20                           | 02/01/19-04/30/19     |
| Nussenbaum, Sharon         | Guided Pathway Deans/Chairs       | \$100.00                             | 02/07/19-02/08/19     |
| Pieri, Glenna              | LVLUP- AHE Peer Academy           | \$82.32                              | 02/01/19-02/01/19     |
| Pinter, Gerald             | Jazz Day Performance              | \$225.00                             | 02/23/19-02/23/19     |
| Plascencia Carrizo, Brenda | LVLUP- AHE Peer Academy           | \$82.32                              | 02/01/19-02/01/19     |
| Rachman, Jennifer          | Guided Pathway Deans/Chairs       | \$100.00                             | 02/07/19-02/08/19     |
| Rachman, Jennifer          | LVLUP- AHE Peer Academy           | \$82.32                              | 02/01/19-02/01/19     |
| Raynesford, Kim            | LVLUP-ENG PD HEHI W/Shop (2)      | \$82.32                              | 03/01/19-03/01/19     |
| Raynesford, Kim            | LVLUP- AHE Peer Academy           | \$82.32                              | 02/01/19-02/01/19     |
| Rosa, Steve                | Guided Pathways                   | \$41.16                              | 08/20/18-12/19/18     |
| Rosenn, Tristen            | Jazz Day Performance              | \$100.00                             | 02/23/19-02/23/19     |
| Scarfone, Femia            | LVLUP-ENG PD HEHI W/Shop (2)      | \$82.32                              | 03/01/19-03/01/19     |
| Selff, Sean                | OCADA Workshop                    | \$123.48                             | 02/28/19-02/28/19     |
| Shaffer, Gina              | LVLUP-ENG PD HEHI W/Shop (2)      | \$82.32                              | 03/01/19-03/01/19     |
| Shaw, Kat                  | LVLUP- AHE Peer Academy           | \$82.32                              | 02/01/19-02/01/19     |
| Steinriede, Lindsay        | Guided Pathways                   | \$267.54                             | 08/20/18-12/19/18     |
| Stout, Ron                 | Jazz Day Performance              | \$225.00                             | 02/23/19-02/23/19     |
| Tran, Lisa                 | Guided Pathway Deans/Chairs       | \$100.00                             | 02/07/19-02/08/19     |
| Wilson, Steve              | LVLUP- AHE Peer Academy           | \$82.32                              | 02/01/19-02/01/19     |

**Non-General Fund/SC Month to Date: \$ 17,326.34**  
**2018-2019 SC FISCAL YEAR TO DATE: \$ 529,167.11**

**D. WORKLOAD BANKING**

1. LAM, CHIN, ID 016974, ESL Instructor, Pos. #P0002340, Liberal Arts & Learning Resources, Saddleback College, is requesting a banked workload leave for the Fall Semester 2019, based on 15 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2015-2018, in compliance with the Workload Banking Program.

**E. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

1. RENAULT, IRENE, ID # 007125, Reading Instructor #P0001465, Math, Liberal Arts & Learning Resources, Saddleback College, retirement effective May 25, 2019. Payment is authorized for any compensated time off. (Start date: August 21, 1995).
2. URELL, ROBERT, ID # 001264, Computer Information Science Instructor #P0001710, Math, Computer Science & Engineering, Irvine Valley College, retirement effective May 25, 2019. Payment is authorized for any compensated time off. (Start date: August 19, 1986).



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF  
DEAN OF ENROLLMENT SERVICES  
IRVINE VALLEY COLLEGE  
BETWEEN**

**THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
COREY RODGERS**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 29th day of April, 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 Corey Rodgers (hereinafter "Mr. Rodgers").

**IT IS HEREBY AGREED AS FOLLOWS:**

1. Dean of Enrollment Services. Mr. Rodgers is hereby employed for a period of time commencing on April 29, 2019, and ending on June 30, 2020, as the Dean of Enrollment Services. The Dean is an academic employee as defined in Education Code Section 87001(a), an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1 (g).

2. General Terms and Conditions of Employment. 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. Powers and Duties. Mr. Rodgers shall perform all of the powers and duties of the position of Dean of Enrollment Services set forth in the position description, and such other duties as may be assigned. During the term of this contract, Mr. Rodgers 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. Salary. Salary paid to the Dean of Enrollment Services shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 4, \$171,348 per annum with annual increases according to the salary schedule. The salary shall be paid in equal monthly installments for the duration of the Agreement. The salary shall be paid in 12 equal monthly installments with proration for a period of less than a full year of service. The Board reserves the right to increase the Dean of Enrollment Services' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. The Dean of Enrollment Services shall be required to render 12 months of full and regular service (approximately 243 days) to the District during each annual period covered by this Agreement, or any successor. The Dean of Enrollment Services shall accrue one day of sick leave for each full month of employment during the term of this Agreement. The Dean of Enrollment Services shall also accrue two (2) days of paid vacation leave for each full month of employment during the term of this Agreement, exclusive of holidays provided in the California Education Code and any additional

local holidays granted by the Board to 12-month administrative employees. The Dean of Enrollment Services may accrue vacation days up to a maximum of forty-eight (48) days. Once the Dean 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, the Dean of Enrollment Services 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 Student Services, Irvine Valley College.

6. Performance Evaluations:

6.1 The Vice President for Student Services, Irvine Valley College will provide Mr. Rodgers with periodic opportunities to discuss the Vice President/Dean relationship.

6.2 The Vice President for Student Services, Irvine Valley College will set Mr. Rodgers' goals for each 12-month period by June 20 of the preceding academic year. Mr. Rodgers' performance in achieving those goals and carrying out his other duties will be evaluated by the Vice President by October 20 of that academic year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Mr. Rodgers, 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. Rodgers in the performance of the duties of Dean of Enrollment Services.

7.2 In addition to any reimbursement provided under section 7.1 above, the District will reimburse Mr. Rodgers for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Mr. Rodgers 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. Fringe Benefits. The District shall provide to Mr. Rodgers 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. Rodgers, 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. Amendment, Non-renewal, or Termination.

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 Enrollment Services 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 Enrollment Services, 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 Enrollment Services with a written statement which includes notice of the proposed action and a reasonably detailed statement of the reasons for the action. Reasons for early termination may include the grounds set forth in Education Code Section 87732, or other conduct constituting a material breach of the terms of this Agreement. However, the procedures for dismissal set forth in Education Code Sections 87660 *et seq.* and Sections 87732 *et seq.* shall not apply to termination of this Agreement. The Dean of Enrollment Services shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Enrollment Services 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 Dean of Enrollment Services, provide the Dean of Enrollment Services with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Enrollment Services shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Enrollment Services shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Mr. Rodgers 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 enumeration in Education Code section 87732. Effective the date of hire as an administrator in the District, he will be placed on 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 Enrollment Services with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Enrollment Services shall receive an amount equivalent to not more than eighteen (18) months of salary and benefits or an amount equal to the salary and benefits remaining on the contract, whichever is less. Any early termination pursuant to this Section shall not include any other noncash items, and Mr. Rodgers' right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 *et seq.*, in the event the Dean of Enrollment Services is convicted of a crime constituting an "abuse of office," the Dean of Enrollment Services shall reimburse the District to the fullest extent mandated by Government Code section 53243 *et seq.* (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 *et seq.*

10. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and

understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

11. Headings. 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. Applicable Law. 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. Savings Clause. 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 \_\_\_\_\_  
Kathleen F. Burke  
Chancellor  
South Orange County Community College District

Dated \_\_\_\_\_

by \_\_\_\_\_  
Corey Rodgers  
Dean of Enrollment Services  
Irvine Valley College

Dated \_\_\_\_\_



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF  
EXECUTIVE DIRECTOR OF COLLEGE FOUNDATION AT  
SADDLEBACK COLLEGE**

**BETWEEN**

**THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
ELIZABETH MCCANN**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 13<sup>th</sup> day of May, 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 Elizabeth McCann (hereinafter "Ms. McCann").

**IT IS HEREBY AGREED AS FOLLOWS:**

1. Executive Director of College Foundation. Ms. McCann is hereby employed for a period of time commencing on May 13, 2019, and ending on June 30, 2021, as the Executive Director of College Foundation at Saddleback College. Executive Director of College Foundation is a classified employee as defined in Education Code Section 87001(a), and a classified 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. General Terms and Conditions of Employment. 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. Powers and Duties. Ms. McCann shall perform all of the powers and duties of the position of Executive Director of College Foundation 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. McCann 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. Salary. Salary paid to the Executive Director of College Foundation shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 4, \$171,348 per annum, with future increases according to the salary schedule. 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 Executive Director of College Foundations 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. Professional Schedule and Vacation. Ms. McCann shall be required to render 12 months of full and regular service (approximately 243 days, depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor. Ms. McCann shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Ms. McCann 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. McCann 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 her balance falls below the maximum amount. Upon termination or expiration of this Agreement, Ms. McCann 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 President of Saddleback College.

6. Performance Evaluations.

6.1 The President of Saddleback College will provide Ms. McCann with periodic opportunities to discuss the President/Executive Director relationship.

6.2 The President of Saddleback College will set Ms. McCann's goals for each 12-month period by June 20. Ms. McCann's performance in achieving those goals and carrying out her other duties will be evaluated by the President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Ms. McCann, 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. McCann in the performance of the duties of Executive Director of College Foundation.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. McCann for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Ms. McCann with a monthly stipend of \$250 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 for cell phone use.

8. Fringe Benefits:

8.1 The District shall provide to Ms. McCann 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. McCann, 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. Amendment, Termination, or Non-renewal.

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, 2020, or no later than December 31<sup>st</sup> of any final year of any extension of this contract, the Board shall advise Ms. McCann 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. McCann, this Agreement will terminate effective at the close of



business on June 30, 2021. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for one additional year 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 Executive Director of College Foundation 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 Executive Director of College Foundation shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Executive Director of College Foundation 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 Executive Director of College Foundation, provide the Executive Director of College Foundation with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Executive Director of College Foundation shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Executive Director of College Foundation shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

9.4 In addition to any other provision of this Agreement relating to termination or non-renewal, the Board shall have the option to terminate this Agreement prior to its expiration by providing the Executive Director of College Foundation with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Executive Director of College Foundation 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. McCann's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

10. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

11. Headings. 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. Applicable Law. 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. Savings Clause. 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 \_\_\_\_\_  
Dr. Kathleen F. Burke  
Chancellor  
South Orange County Community College District

Dated \_\_\_\_\_

by \_\_\_\_\_  
Ms. Elizabeth McCann  
Executive Director of College Foundation  
Saddleback College

Dated \_\_\_\_\_

**TO:** Board of Trustees

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

**RE:** SOCCCD: Faculty Conversion to Canvas One-Time Stipends

**ACTION:** Ratification

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**BACKGROUND**

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

**STATUS**

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**

1. It is recommended that the following **Irvine Valley College** 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.

| <u>Name</u>               | <u>Activity</u>                 | <u>Not to Exceed</u> | <u>Effective Date</u> |
|---------------------------|---------------------------------|----------------------|-----------------------|
|                           |                                 | <u>Amount (\$)</u>   |                       |
| Volz, Matt                | Canvas Conversion, Web-Enhanced | \$1,000.00           | 01/14/19-05/22/19     |
| <b>April 22, 2019</b>     | <b>IVC Canvas Conversion</b>    | <b>1,000.00</b>      |                       |
| <b>March 25, 2019</b>     | <b>IVC Canvas Conversion</b>    | <b>1,000.00</b>      |                       |
| <b>February 25, 2019</b>  | <b>IVC Canvas Conversion</b>    | <b>5,000.00</b>      |                       |
| <b>January 22, 2019</b>   | <b>IVC Canvas Conversion</b>    | <b>\$ 13,000.00</b>  |                       |
| <b>December 10, 2018</b>  | <b>IVC Canvas Conversion</b>    | <b>-</b>             |                       |
| <b>November 19, 2018</b>  | <b>IVC Canvas Conversion</b>    | <b>-</b>             |                       |
| <b>October 29, 2018</b>   | <b>IVC Canvas Conversion</b>    | <b>37,000.00</b>     |                       |
| <b>September 24, 2018</b> | <b>IVC Canvas Conversion</b>    | <b>17,000.00</b>     |                       |
| <b>August 27, 2018</b>    | <b>IVC Canvas Conversion</b>    | <b>45,500.00</b>     |                       |
| <b>July 30, 2018</b>      | <b>IVC Canvas Conversion</b>    | <b>35,500.00</b>     |                       |
| <b>June 25, 2018</b>      | <b>IVC Canvas Conversion</b>    | <b>163,000.00</b>    |                       |
| <b>May 21, 2018</b>       | <b>IVC Canvas Conversion</b>    | <b>145,000.00</b>    |                       |
| <b>April 30, 2018</b>     | <b>IVC Canvas Conversion</b>    | <b>50,500.00</b>     |                       |
| <b>March 26, 2018</b>     | <b>IVC Canvas Conversion</b>    | <b>-</b>             |                       |
| <b>TOTAL TO DATE:</b>     |                                 | <b>\$ 513,500.00</b> |                       |

**A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND - Continued**

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the **Canvas Conversion (SC converted beginning Fall 2017)** - 2017/2018 and 2018/2019 fiscal years.

| <u>Name</u>               | <u>Activity</u>                 | <u>Not to Exceed</u>  |                       |
|---------------------------|---------------------------------|-----------------------|-----------------------|
|                           |                                 | <u>Amount (\$)</u>    | <u>Effective Date</u> |
| Castello, Anthony         | Canvas Conversion, Web Enhanced | \$1,000.00            | 01/14/19-05/22/19     |
| Horn, Stacy               | Canvas Conversion, Web Enhanced | \$1,000.00            | 01/14/19-05/22/19     |
| Stephens, Blake           | Canvas Conversion, Web Enhanced | \$1,000.00            | 01/14/19-05/22/19     |
| Tsai, Henry               | Canvas Conversion, Web Enhanced | \$1,000.00            | 01/14/19-05/22/19     |
| <b>April 22, 2019</b>     | <b>SC Canvas Conversion</b>     | <b>\$ 4,000.00</b>    |                       |
| <b>March 25, 2019</b>     | <b>SC Canvas Conversion</b>     | <b>60,000.00</b>      |                       |
| <b>February 25, 2019</b>  | <b>SC Canvas Conversion</b>     | <b>49,500.00</b>      |                       |
| <b>January 22, 2019</b>   | <b>SC Canvas Conversion</b>     | <b>41,000.00</b>      |                       |
| <b>December 10, 2018</b>  | <b>SC Canvas Conversion</b>     | <b>14,000.00</b>      |                       |
| <b>November 19, 2018</b>  | <b>SC Canvas Conversion</b>     | <b>20,000.00</b>      |                       |
| <b>October 29, 2018</b>   | <b>SC Canvas Conversion</b>     | <b>190,500.00</b>     |                       |
| <b>September 24, 2018</b> | <b>SC Canvas Conversion</b>     | <b>56,500.00</b>      |                       |
| <b>August 27, 2018</b>    | <b>SC Canvas Conversion</b>     | <b>184,000.00</b>     |                       |
| <b>July 30, 2018</b>      | <b>SC Canvas Conversion</b>     | <b>63,500.00</b>      |                       |
| <b>June 25, 2018</b>      | <b>SC Canvas Conversion</b>     | <b>116,000.00</b>     |                       |
| <b>May 21, 2018</b>       | <b>SC Canvas Conversion</b>     | <b>58,000.00</b>      |                       |
| <b>April 30, 2018</b>     | <b>SC Canvas Conversion</b>     | <b>73,000.00</b>      |                       |
| <b>March 26, 2018</b>     | <b>SC Canvas Conversion</b>     | <b>177,000.00</b>     |                       |
| <b>TOTAL TO DATE:</b>     |                                 | <b>\$1,107,000.00</b> |                       |

**TO:** Board of Trustees

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

**RE:** SOCCCD: Classified Personnel Actions – Regular Items

**ACTION:** Ratification

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**BACKGROUND**

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

**STATUS**

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. NEW PERSONNEL APPOINTMENTS**

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Administrative Regulation 4002.1)
  - a. FRIAS, KRISTINA JOSEFINA is to be employed as Disabled Student Program Specialist, Categorical, Pos. #P0014510, Disabled Students Programs and Services, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 123, Step 1, 40 hours per week, 12 months per year, effective March 11, 2019. Employment in this position is contingent upon funding by Disabled Students Programs and Services (DSPS). This position was approved by the Chancellor on October 5, 2018.
  - b. GRANADOS, ANGEL is to be employed as Laboratory Technician, Anthropology and Geography, Pos. #P0011673, Division of Social and Behavioral Sciences, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, Step 1, 25 hours per week, 12 months per year, effective April 11, 2019. This position was approved by the Chancellor on June 27, 2017.
  - c. HERNANDEZ, MICHELLE is to be employed as Custodian, Pos. #P0007018, Night Facilities Operations, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 1, 29 hours per week, 12 months per year, effective March 12, 2019.
  - d. HOFFMAN, MELINDA MARIE is to be employed as Public Safety Assistant, Pos. #P0010423, Police Department, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 3, 24 hours per week, 12 months per year, effective March 11, 2019.
  - e. TRAN, DANG DINH is to be employed as Financial Aid Specialist, Categorical, Pos. #P0005226, Financial Aid, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 125, Step 1, 40 hours per week, 12 months per year, effective March 25, 2019. Employment in this position is contingent upon funding by BFAP Student Financial Aid Administration.
  - f. VERA, NORMAN IVAN is to be employed as Custodian, Pos. #P0005169, Night Facilities Operations, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 1, 29 hours per week, 12 months per year, effective March 12, 2019.
  - g. VINING, LISA SCOTT is to be employed as Dispatcher Lead, Pos. #P0004721, Police Department, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 123, Step 3, 40 hours per week, 12 months per year, effective April 1, 2019.

**B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE (A) CLASSIFIED POSITION(S)**

1. OFFICE ASSISTANT, Pos. #P0015219 and Pos. #P0015220, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Financial Aid, Irvine Valley College, seeks authorization to establish and announce these full-time, 40 hours per week, 12 months per year positions to its staff complement, effective April 15, 2019. These positions were approved by the Chancellor on February 5, 2019.
2. OUTREACH SPECIALIST, CATEGORICAL, Pos. #P0015222, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 131, Financial Aid, Irvine Valley College, seeks authorization to establish and announce this part-time, 24 hours per week, 12 months per year position to its staff complement, effective April 15, 2019. This position was approved by the Chancellor on February 5, 2019. Employment in this position is contingent upon funding by the California College Promise.

**C. CHANGE OF STATUS**

1. SADDLEBACK COLLEGE (SC): CLASSIFIED CHANGE IN EMPLOYMENT STATUS  
(Information Items – Pursuant to Administrative Regulation 4002.1)

| <u>Name</u>          | <u>Assignment From</u>                              | <u>Assignment To</u>                  | <u>Range/ Step</u> | <u>Hours</u> | <u>Effective Date</u> |
|----------------------|---|---------------------------------------|--------------------|--------------|-----------------------|
| Martinez Giron, Andy | P0007359, Custodian                                 | P0001159, Custodian                   | 113/4              | 40           | 03/11/2019            |
| Van Dyke, Randy      | P0010425, Laboratory Technician, Communication Arts | P0004969, Media Production Specialist | 136/2              | 40           | 02/07/2019            |

**D. OUT OF CLASS ASSIGNMENTS – 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).

| <u>Name</u>   | <u>Permanent Assignment</u>    | <u>Temporary Assignment</u>            | <u>Range/ Step</u> | <u>Hours</u> | <u>Effective Date</u> |
|---------------|--------------------------------|--|--------------------|--------------|-----------------------|
| Ojeda, Nathan | P0008927, Accounting Assistant | P0014040, Senior Accounting Specialist | 118/3              | 25           | 03/11/2019            |

2. DISTRICT SERVICES **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or interim assignment(s).

| <u>Name</u>   | <u>Permanent Assignment</u>     | <u>Temporary Assignment</u>            | <u>Range/ Step</u> | <u>Hours</u> | <u>Effective Date</u> |
|---------------|---------------------------------|--|--------------------|--------------|-----------------------|
| Eslami, Zahra | P0004073, Accounting Specialist | P0015084, Senior Accounting Specialist | 131/2              | 40           | 03/31/2019            |



**E. OUT OF CLASS ASSIGNMENTS – 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).

| <u>Name</u>  | <u>Permanent Assignment</u>   | <u>Temporary Assignment</u>                   | <u>Range/ Step</u> | <u>Hours</u> | <u>Effective Date</u> |
|--------------|---|---|--------------------|--------------|-----------------------|
| Johal, Amrik | P0013364, Director of Outreach, Recruitment and Student Support Services, (Categorical) | P0014813, Director of Student Life and Equity | 08/1               | 40           | 05/01/2019            |

**F. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

| <u>Name</u>              | <u>Position Title</u>                             | <u>Resignation Date</u> | <u>Retirement Date</u> |
|--------------------------|---|-------------------------|------------------------|
| Meyer-Canales, Katherine | P0014253, Admissions and Records Specialist I/IVC | 05/31/2019              | 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.

### **STATUS**

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 Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**NON-BARGAINING UNIT PERSONNEL ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

- The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

| <u>Name</u>                  | <u>Classification</u>         | <u>Hourly<br/>Rate (\$)</u> | <u>Start Date</u> |
|------------------------------|-------------------------------|-----------------------------|-------------------|
| Danielson, Christopher       | Greenhouse Asst./SC           | 20.04                       | 03/25/19-06/30/19 |
| Estes, Jeffery               | Building Maint. Worker/SC     | 25.65                       | 03/26/19-06/30/19 |
| Florentino, Efren            | Laboratory Tech./SC           | 24.42                       | 03/15/19-06/30/19 |
| Garcia, Armando              | Transfer Center Spec./IVC     | 25.03                       | 02/15/19-06/30/19 |
| Moock, Marlee                | Child Dev. Spec./SC           | 24.42                       | 01/07/19-06/30/19 |
| Nguyen, Emily                | Sr. Transfer Center Spec./IVC | 29.02                       | 02/15/19-06/30/19 |
| <sup>1</sup> Pahomi, Doinita | Custodian/IVC                 | 19.55                       | 03/01/19-06/30/19 |
| Ramirez, Christopher         | Laboratory Tech./SC           | 24.42                       | 03/15/19-06/30/19 |
| Scott, Lauren                | Sr. Lab. Tech., Art/SC        | 29.75                       | 02/27/19-06/30/19 |
| Titko, Olga                  | Accounting Spec./DS           | 27.63                       | 02/26/19-06/30/19 |

- 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)

| <u>Name</u>                    | <u>Position</u>           | <u>Hourly<br/>Rate \$)</u> | <u>Start/End Date</u> |
|--------------------------------|---------------------------|----------------------------|-----------------------|
| Campos, Bryan                  | Project Specialist/SC     | 14.00                      | 03/07/19-06/30/19     |
| Cofield, Jaron                 | Project Specialist/IVC    | 15.00                      | 03/05/19-06/30/19     |
| Dargel, Isabelle               | Project Specialist/SC     | 14.00                      | 03/07/19-06/30/19     |
| Escamilla, Dorian              | Project Specialist/IVC    | 25.00                      | 03/11/19-06/30/19     |
| Flores, Jason                  | Project Specialist/SC     | 14.00                      | 03/20/19-06/30/19     |
| Garcia, Emily                  | Clerk/SC                  | 16.00                      | 03/15/19-06/30/19     |
| Gilardoni Schneider, Magdalena | Child Dev. Center Aide/SC | 15.50                      | 02/28/19-06/30/19     |
| Henderson, Aaron               | Project Specialist/IVC    | 12.50                      | 03/19/19-06/30/19     |
| Khan, Tabinda                  | Project Specialist/DS     | 19.00                      | 03/04/19-06/30/19     |
| King, Katelyn                  | Project Specialist/SC     | 19.00                      | 03/11/19-06/30/19     |
| Kline, Tyler                   | Project Specialist/SC     | 20.00                      | 03/15/19-06/30/19     |
| Mann, Jeremy                   | Project Specialist/DS     | 14.00                      | 03/26/19-06/30/19     |
| Montecinos, Daniel             | Coaching Aide/SC          | 25.00                      | 02/26/19-06/30/19     |
| Namiranian, Afsaneh            | TMD Aide/IVC              | 14.00                      | 02/15/19-06/30/19     |
| Niccole, Lana                  | Coaching Aide/IVC         | 25.00                      | 07/01/19-06/30/20     |
| Pozzo, Marisa                  | Project Specialist/SC     | 19.00                      | 03/14/19-06/30/19     |
| Rouff, Elliot                  | Project Specialist/IVC    | 20.00                      | 03/14/19-06/30/19     |
| Simpson, Chloe                 | Outreach Aide/SC          | 14.00                      | 02/27/19-06/30/19     |
| Somers, Claire                 | TMD Aide/IVC              | 14.00                      | 02/27/19-06/30/19     |
| Torres, Brenda                 | Clerk/SC                  | 13.50                      | 02/01/19-06/30/19     |

<sup>1</sup> Related to Constantin Pahomi, Saddleback College employee  
April 22, 2019

**A. NEW PERSONNEL APPOINTMENTS - Continued**

2. 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)

| <u>Name</u>       | <u>Position</u>        | <u>Hourly<br/>Rate \$)</u> | <u>Start/End Date</u> |
|-------------------|------------------------|----------------------------|-----------------------|
| Tran, Luong       | Project Specialist/SC  | 15.00                      | 03/11/19-06/30/19     |
| Valentine, Joseph | Project Specialist/IVC | 20.00                      | 03/05/19-06/30/19     |
| Whelan, Allyson   | Project Specialist/SC  | 21.00                      | 03/01/19-06/30/19     |

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.

| <u>Name</u>      | <u>Start/End Date</u> |
|------------------|-----------------------|
| Jackson, Jasmine | 03/15/19-06/30/19     |
| Laack, Jessica   | 08/15/18-06/30/19     |
| Song, Hyunmo     | 03/04/19-06/30/19     |

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)

| <u>Name</u>            | <u>Position</u>            | <u>Not to<br/>Exceed (\$)</u> | <u>Start/End Date</u> |
|------------------------|----------------------------|-------------------------------|-----------------------|
| Ajmera, Neeyati        | Tutor/IVC                  | 12.50                         | 03/15/19-06/30/19     |
| Alattar, Nujoud        | Tutor/IVC                  | 16.00                         | 02/15/19-06/30/19     |
| Baker, Yhonatan        | Model/SC                   | 25.00                         | 02/01/19-06/30/19     |
| Barker, Joy            | Certified Test Proctor/IVC | 12.50                         | 03/04/19-06/30/19     |
| Brant, Sivan           | Tutor/IVC                  | 15.00                         | 03/26/19-06/30/19     |
| Carter, Sheila         | Tutor/IVC                  | 16.00                         | 02/15/19-06/30/19     |
| Colak, Dahlia          | Tutor/SC                   | 12.50                         | 03/06/19-06/30/19     |
| Ellwa, Marwa           | Tutor/IVC                  | 17.00                         | 02/15/19-06/30/19     |
| Gevero, Maria Althea   | Tutor/IVC                  | 12.50                         | 03/18/19-06/30/19     |
| Glazer, Jake           | Tutor/SC                   | 12.50                         | 03/19/19-06/30/19     |
| Hadjiabdolhamid, Negin | Tutor/IVC                  | 12.50                         | 02/28/19-06/30/19     |
| Hagestad, Harriet      | Certified Test Proctor/IVC | 12.50                         | 02/26/19-06/30/19     |
| Hijioka, Haruka        | Tutor/SC                   | 12.50                         | 02/15/19-06/30/19     |
| Jeong, Bo Reum         | Tutor/IVC                  | 16.00                         | 02/15/19-06/30/19     |
| Jeong, Hyesung         | Tutor/IVC                  | 16.00                         | 02/15/19-06/30/19     |
| Murphy, Tara           | Tutor/IVC                  | 16.00                         | 02/15/19-06/30/19     |
| Navarro, Joshua Jon    | Tutor/SC                   | 13.50                         | 03/01/19-06/30/19     |
| Park, Angela           | Tutor/IVC                  | 16.00                         | 02/15/19-06/30/19     |
| Phan, Diana            | Tutor/IVC                  | 17.00                         | 02/15/19-06/30/19     |
| Shin, Donghoon         | Tutor/IVC                  | 12.50                         | 03/18/19-06/30/19     |
| Singleton, Ashley      | Tutor/IVC                  | 16.00                         | 02/15/19-06/30/19     |

**B. VOLUNTEERS**

1. The following individuals are to be approved as **Volunteers** for the **2018/2019** academic year.

Division of Advanced Technology & Applied Science, Saddleback College

|                  |                   |                    |
|------------------|-------------------|--------------------|
| Bailey, Nathan   | Barton, Christina | Carroll, Michael   |
| Chambers, Samory | Coleman, K.C      | Hippensteel, Mary  |
| Liberman, Lauren | Mandaha, Shona    | Martin, Dana       |
| Millat, Brian    | Sorenson, Maiken  | Underwood, Kristin |
| Villa, Christine |                   |                    |

School of The Arts, Irvine Valley College

|                  |               |                 |
|------------------|---------------|-----------------|
| Alarcon, Johanna | Ortiz, Abdiel | Zamora, Marisol |
|------------------|---------------|-----------------|

Division of Community Education, Emeritus Institute, Saddleback College

|                     |                 |               |
|---------------------|-----------------|---------------|
| Bloom, Peter        | Feldhus, Philip | Hall, Josh    |
| Jimenez, Christiaan | Jimenez, Ieneke | Jimenez, Noah |
| Jimenez, Richard    | Wood, Hollis    |               |

Community Outreach and Recruitment, Saddleback College

|                |                              |               |
|----------------|------------------------------|---------------|
| Bright, Hayley | Magallan-Hurtado,<br>Ricardo | Makarem, Ryan |
|----------------|------------------------------|---------------|

Zepeda, Melissa

Office of Extended Education/ Emeritus Institute, Irvine Valley College

Cook, Kwang

Division of Fine Arts and Media Technology, Saddleback College

Mancini, Nick

College Foundation, Irvine Valley College

|                       |                  |                 |
|-----------------------|------------------|-----------------|
| Chen, Yuen            | Chu, Allison     | Imai, Kaito     |
| Jacqueline Jacqueline | Kawamoto, Minami | Lam, Cammie     |
| Nababan, Erwin        | Nguyen, Alvin    | Nguyen, Frankie |
| Oliveras, Caitlyn     | Simpson, April   | Tran, Khue      |
| Villasaldo, Miravy    | Vo, Justina      | Yoon, Ted       |

School of Kinesiology, Health and Athletics, Irvine Valley College

Heydati, Rod

School of Languages & Learning Resources, Irvine Valley College

|                  |          |
|------------------|----------|
| El-Kaissi, Zuhar | Shi, Ran |
|------------------|----------|

Division of Liberal Arts, Saddleback College

Greenup, Breanna

**TO:** Board of Trustees

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

**RE:** SOCCCD: SOCCCD Faculty Association (FA) Master Agreement

**ACTION:** Approval

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**BACKGROUND**

The collective bargaining agreement between South Orange County Community College District (District) and the Faculty Association (FA) expired on June 30, 2018. (Exhibit A) The District and FA have reached a tentative agreement for the period of July 1, 2018 – June 30, 2021. (Exhibit B)

**STATUS**

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 FA for the three-year period, from July 1, 2018 through June 30, 2021, as displayed in Exhibit C, are estimated to be \$18,891,778.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the successor agreement with FA for a 3-year term, subject to ratification by FA membership.

## ARTICLE I AGREEMENT

[Entire Agreement renumbered per Global Proposal Renumbering signed 3/9/18]

[Per TA signed 12/19/18]

I.1.1. 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” ~~or~~ “SOCCCDFA”), an employee organization.

H.1.2. This Agreement is entered into pursuant to the Educational Employment Relations Act (EERA) [Chapter 10.7, Sections 3540-3549 of the Government Code] ~~(EERA)~~.

1.3. This Agreement shall remain in full force and effect from July 1, 2018~~5~~ until June 30, 2021~~4~~8.

## ARTICLE II EFFECT OF AGREEMENT

The articles of this Agreement shall be final and binding on both parties.

## ARTICLE III SEVERABILITY

I.3.1. 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.

H.3.2. Replacement for Severed Provision

In the event of suspension or invalidation of any article or section of the Agreement, the District and the Association will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such article or section.

## ARTICLE IV DEFINITIONS

[Per signed TA dated 12/19/18]

ACADEMIC YEAR

The traditional fall and spring semesters of a school year which are consistent with the 178 total instructional days as specified in the Academic Calendar.

#### ACADEMIC CALENDAR

The published academic calendar developed by the Academic Calendar Committee and adopted by the Board of Trustees. The Academic Calendar specifies when classes are in session, professional development days, holidays and final exam periods.

#### ADMINISTRATION

The College or District employees who are designated management employees by the Board of Trustees in accordance with Government Code Section 3540.1 (g) and (m) of the EERA.

#### ADMINISTRATIVE REGULATIONS

Regulations that provide for the implementation of [board policy][KL1] which are developed by the Chancellor in consultation with the various constituent groups in accordance with Board Policy 107.

#### AGREEMENT (MASTER)

The negotiated ~~contract~~ collective bargaining agreement between the South Orange County Community College District as a public school employer and the Association as the certified organization recognized as the exclusive representative of the full- and part-time faculty.

#### ASSOCIATION

South Orange County Community College District Faculty Association, which is the certified organization recognized as the exclusive representative of the faculty of the South Orange County Community College District.

#### BASE SALARY

Column 1, step 1, of the Faculty Salary Schedule in any given year. The dollar amount in column 1, step 1, of the Faculty Salary Schedule shall be the dollar amount in column 1, step 1, of the immediate prior Faculty Salary Schedule and any negotiated and agreed upon adjustments for that given year.

#### BOARD POLICY

A policy adopted and published~~approved~~ by the Board of Trustees in accordance with Board Policy 107.

#### CCR

The California Code of Regulations.

#### CHANCELLOR

South Orange Community College District chancellor.

#### CLOCK HOUR



Sixty (60) minutes.

#### COLLEGE

The college (Irvine Valley College, Saddleback College) where a faculty member has a primary assignment.

#### COLLEGE SERVICE

An activity and/or service that fulfills the faculty member's<sup>2</sup> contracted service obligation outside of the faculty member's load.

#### COMMITTEE

~~Any standing or ad hoc college and/or District group duly constituted to address one or more college and/or District concerns in which participation fulfills in whole or in part a faculty member's contracted committee activity obligation.~~

#### CONTACT HOUR

Fifty (50) clock minutes of a sixty (60) minute scheduled classroom activity.

#### DAY

A "day" ~~(for the purpose of Article XXV—Grievance Procedures)~~ is any day on which the District administrative offices are open for business.

#### DEAN

The administrator assigned to a specific division/school at a college.

#### DEPARTMENT CHAIR

A ~~full-time~~ faculty member who, under the supervision of a dean, administers an academic department.

#### DISTANCE EDUCATION (DE) or ONLINE EDUCATION

Instruction in which the instructor and student are separated by a distance so that they interact primarily through the assistance of communication technology.

#### DISTRICT

The entire South Orange County Community College District consisting of Irvine Valley College, Saddleback College, and their off-campus sites, including ATEP.

#### DUTY DAYS

The District has adopted a 178-day Academic Calendar ~~(per. Ed. Code, §41420 and §41422)~~ (per Title 5, sections 55700 et. seq. [KL2] and 58120 of the California Code of Regulations) within which each full-time faculty member fulfills his/her contracted workload as specified in Articles XIV (Assignment, etc.) and XV (Workload).

~~[Note: The cited sections of the Education Code that require K-12 schools to maintain a minimum of 175 days for apportionment. The applicable provision [RN3] applying to community colleges are set forth in Title 5 of the California Code of Regulations.]~~

EDUCATION CODE (ED~~UC~~. CODE)  
The California Education Code.

EERA  
The Educational Employment Relations Act as recorded in Chapter 10.7, §3450-§3549 of the Government Code.

EXTRA DUTY DAYS  
Additional days beyond a faculty member's normal contractual assignment during which designated faculty members ~~as~~ perform duties (see Article XV).

FACULTY  
All full- and part-time academic employees who are included in the ~~appropriate~~ bargaining unit as defined in Article V, and therefore covered by the terms and provisions of this Agreement.

FACULTY MEMBER  
A full- or part-time academic 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.

~~PROFESSIONAL DEVELOPMENT ACTIVITIES~~  
~~Professional development (formerly called Flex) activities are in lieu of classroom, preparation, and office hour assignment time and, therefore, attendance is required for full-time faculty members (5 CCR §55726[KL4]).~~

FULL-TIME  
A faculty member employed by the District ~~on a~~ full-time as defined in the Education Code~~contract~~.

FULL-TIME FACULTY EQUIVALENT DAY  
The equivalent of 7.2 hours of instructional and prep time.

GRIEVANCE  
A formal written allegation by a grievant who alleges a violation of a specific article, section, or provision of this Agreement.

GRIEVANT  
Any faculty member(s) who claim(s) to have been aggrieved by an alleged violation of this Agreement.

IMMEDIATE FAMILY

The mother, father, stepparent or legal guardian, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, or grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse or domestic partner of the employee, or any relative living in the immediate household of the employee.

#### IMMEDIATE SUPERVISOR

The ~~lowest level~~ administrator who has immediate supervision of a faculty member ~~the grievant and who has been designated by the District to address a grievance at Level I as specified in Article XXV (Grievance Procedures).~~

#### INSTRUCTOR

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.

#### LABORATORY (INSTRUCTIONAL ACTIVITY)

Instructional activity in which the workload is divided between student contact activities and preparatory activities, including but not limited to laboratory preparation, course material development, responding to student work and grading. Instruction is normally delivered on a 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. ~~Beginning with the 2016-2017 academic year, courses that were previously classed as Laboratory assignments and credited for faculty load at 1 hour of student contact and 1 hour of preparation for each LHE (see Appendix B) will continue to be classified as Laboratory assignments.~~

#### LEARNING CENTERS/TUTORIAL (INSTRUCTIONAL ACTIVITY)

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.

#### LATERAL TRANSFER

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").

#### LECTURE (INSTRUCTIONAL ACTIVITY)

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.

#### LECTURE HOUR EQUIVALENT (LHE)

A unit of measure used to establish ~~each full-time faculty member's annual contractual workload, and the workload and rate of pay for full-time faculty overload, part-time faculty and summer~~ a faculty assignments.

#### LIBRARY, COUNSELING SERVICES, AND LEARNING DISABILITY SPECIALISTS (INSTRUCTIONAL ACTIVITY)

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.

#### LOAD

The contractual instructional assignment of a faculty member made up of Lecture, Laboratory, Practicum, Learning Center/Tutorial, Library, Counseling Services or Learning Disability Specialist instructional activities.

#### MUTUAL AGREEMENT

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.

#### PART-TIME

A faculty member employed by the District who works less than a full-time workload and is not a tenured faculty member, a probationary full-time faculty member, or a temporary full-time faculty member as described in the Education Code (e.g. Educ. Code §§ 87478, 87480, 87481, 87482) .

#### PRACTICUM (INSTRUCTIONAL ACTIVITY)

Instructional activity in which instruction is delivered primarily during student contact activities with some necessary instructor preparation. This activity includes courses in which the learning objectives are demonstrated through student participation.

#### PRESIDENT

College president for each campus in the District.

#### PROFESSIONAL DEVELOPMENT ACTIVITIES [RN5]

Professional development (formerly called Flex) activities are in lieu of classroom preparation, and office hour assignment time and, therefore, attendance is required for full-time faculty members (5 CCR §55726).

[Relocated from above.]

#### SALARY SCHEDULE

The ~~appropriate sFull-time Academic Salary Schedule, Part-time Classroom Academic Salary Schedule and Full-time Overload/Part-time Non-classroom Academic Salary Schedule,~~ as set forth in Appendix A.

**SOCCCD**

South Orange County Community College District.

**STRS**

California State Teachers Retirement System

**TRC – TENURE REVIEW COMMITTEE**

A committee ~~composed of the Dean and tenured faculty members~~ assigned to evaluate and assist probationary faculty members through the tenure process.

**VICE CHANCELLOR**

The Vice Chancellor of Human Resources & Employer/Employee Relations of the SOCCCD, Vice Chancellor of Technology and Learning Services, or the<sup>[KL6]</sup> Vice Chancellor of Business Services, ~~or the Vice Chancellor of Human Resources & Employer/Employee Relations of the SOCCCD.~~

**VICE PRESIDENT**

The Vice President for Instruction, Vice President for Student Services, or the Vice President for Administrative Services for each campus in the District.

**WORKLOAD**

A ~~measurement in LHEs of a faculty member's~~ total contractual assignment, including load, overload, extra duty days, and duties compensated by stipend and/or reassignment.

**WORKSITE**

A physical location where a faculty member performs and completes some or all of their academic assignment(s). Example: A clinical setting in which a nursing faculty member performs instruction.

**ARTICLE V  
RECOGNITION**

The District recognizes the Association as the exclusive representative of full-time and part-time academic employees of the District, including librarians and counselors, for the purposes of meeting and negotiating. Management, confidential, classified, and supervisory employees, as defined by the Educational Employment Relations Act, shall be excluded from the bargaining unit.

**ARTICLE ~~VI~~ 6  
ASSOCIATION RIGHTS**

[Per TA signed 6/20/18, Global Economic Proposal signed 12/19/18, and Amended Global Proposal signed 01/09/19]

1.6.1. 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 computers, audiovisual and duplicating equipment; calculators, and KL7 telephone/fax, and audiovisual equipment.

H-6.2. 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.

H-6.3. 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.

IV-6.4. 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.

V-6.5. The District shall provide the Association with contract information for unit members as follows:

a. A list of the following information, with each filed in its own column, for all bargaining unit members within five (5) days of the last payroll date of September, January, and May: Names, job titles, home addresses, and telephone numbers of all full-time and part-time faculty members shall be provided to the Association within approximately thirty (30) days of the first day of each recognized academic term, i.e., fall and spring semester, unless release of specific information is disallowed by particular faculty members. KL8

- i. First Name;
- ii. Middle ~~i~~Initial;
- iii. Last ~~n~~Name;
- iv. Suffix (e.g., Jr., III)
- v. Preferred ~~n~~Name
- vi. Job Title;
- vii. Department;
- viii. Primary ~~w~~Worksite ~~N~~ame;
- ix. Work Telephone Number;
- x. Work Extension;
- xi. Home Street Addresses (incl. apartment #);
- xii. Mailing ~~a~~Address (if different~~0~~);
- xiii. City;
- xiv. State;
- xv. ZIP Code (5 or 9 digits);
- xvi. Home Telephone Number (10 digits) (if available);
- xvii. Personal Cellular Telephone Number (10 digits) (if available);
- xviii. Personal Email Address Of The Employee (if available);
- xix. Birth ~~D~~ate;

xx. Hire Date.<sup>[KL9]</sup>

In lieu of provided the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available.

- b. A list of the names and information described in Article 6.5.a. above for all newly hired full-time and part-time employees within the bargaining unit within five (5) days of the last payroll of the month in which they were hired.

“Newly hired employee” means any full-time or part-time bargaining unit employee hired by the District 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 layoff rehire list, or previously employed by the District in a non-faculty position) 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 employee status changed such that the employee was placed in the bargaining unit.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available.

(California Government Code §3558<sup>[KL10]</sup>.)

~~VI.6.6.~~ The District and the college administration shall consult with the Association on new or modified fiscal or budgetary programs when this information is of concern to the Association as it relates to items determined to be in the scope of representation under the EERA.

~~VII.6.7.~~ Reassigned time without loss of compensation shall be provided to Association members for negotiations and conducting Association business. Schedules of those 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:

- ~~4a.~~ The Association will provide the names of faculty members receiving the reassigned time to supervising College administrators and District no later than May 1st for the fall semester and October 1st for the spring semester.
- ~~2b.~~ The Association will receive forty-eight (48) LHE per year, to be utilized by no more than five (5) negotiating team members and the Association President and/or designee(s).

3c. The Association will have the right to purchase up to twelve (12) additional LHE per year from the District, to be utilized by no more than five (5) negotiating team members and the Association President and/or designee(s), at the rate of one (1) LHE as described in the ~~Full-time Overload/Part-time Non-classroom Academic Salary Schedule~~ appropriate salary schedule (Appendix A) for one (1) LHE of reassignment.

4d. Additional LHE will be added for summer use only:

a(1)- Three (3) LHE as described in the Part-time Classroom Academic Salary Schedule for the President;

b(2)- One (1) LHE as described in the Part-time Classroom Academic Salary Schedule, or during periods when the parties are in formal negotiations to establish a new collective bargaining agreement, three (3) LHE, for the Chief Negotiator.

VIII.6.8. Upon request, a Association officers or their designee(s) ~~shall~~ may be granted ~~up to three (3) days of paid leave or shall be entitled to three (3) days of unpaid leave~~ to serve as an elected officer of the Association, or of any statewide or national public employee organization with which the Association is affiliated, or to be used for local, state, or national conferences, or for conducting other business pertinent to the Association's affairs.

a. For a leave of fewer than five (5) days, t These representatives shall be excused from their duties upon a minimum of a two (2) days' advance notice to the college president by the Association President or designee. For leave of longer than five (5) days, the college president [KL11] will receive a minimum of ten (10) days' notice.

b. The Association shall reimburse the District for all compensation paid to [KL12] the employee on account of the above leave within ten (10) days after receiving the District's certification of payment of compensation to the employee.

c. The leave of absence without loss of compensation provided for by this section is in addition to the released time without loss of compensation granted to Association officers or designees in subsection 6.74. [RN13] above.

(Ed [KL14] uc. Code §87768.5).

#### 6.9. New Employee Orientation

a. "New employee orientation" refers to the process by which a newly hired public employee - whether in person, online, or through other means or media - is



advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

- b. The District shall provide the Association with 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 shorter 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 group orientations with new employees, the Association shall have one (1) hour for Association representative(s) to conduct the orientation session. Additional time may be allotted by mutual agreement.

## **ARTICLE VII MANAGEMENT RIGHTS**

Except as limited by the specific and express terms of the EERA and/or this Agreement, the Board hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Administration, and the Administration shall continue to exercise such rights, powers, functions, and authority during the period of this Agreement.

## **ARTICLE VIII NEGOTIATION PROCEDURES**

- ~~I~~8.1. Either the District or the Association may notify the other in writing, between September 1 of the previous calendar year through May 1 in the year that this contract expires, of its request to modify, amend, or terminate the agreement. Negotiations shall thereafter commence in accordance with the law.
- ~~H~~8.2. Either party may use the services of outside consultants to assist in the negotiations.
- ~~III~~8.3. Negotiations shall take place at mutually agreed upon times and places.
- ~~IV~~8.4. Any tentative agreement reached between the parties shall be put in writing and signed by both parties. Ratification of the Agreement, both by the District and Association, shall occur at a regularly scheduled meeting of these respective bodies or at a special meeting called within a reasonable period of time.
- ~~V~~8.5. Upon request by the Association President, or his/her designee, the District shall provide one copy of any clearly non-confidential District, county, or state reports or documents. The District shall also provide one copy of all budgetary information that it develops and/or produces that is necessary and reasonable for the Association to fulfill its role as

the exclusive bargaining representative. All such reports shall be delivered to the Association in a timely manner.

## **ARTICLE IX UNIT STABILITY**

### **I.9.1.** Placement of new positions

- a. Should any new positions be established during the terms of this Agreement, the placement of those positions in or out of the bargaining unit shall be determined according to **Article VV**. If not covered in **Article VV**, placement shall be negotiated with the Association.
- b. Should the issue not be resolved within thirty (30) days of the establishment of a new position, it shall be submitted to PERB.

### **II.9.2.** Alteration of existing positions

- a. Except as set forth below, no position or job title filled by a faculty member, or the duties and responsibilities delineated in the job announcement for which the faculty member was hired, shall be altered during the term of the agreement without mutual agreement between the District and the Association unless that position or job title has been permanently vacated.
- b. A faculty member's duties and responsibilities delineated in the job announcement for which the faculty member was hired may be modified by mutual agreement between the District and the Association while the faculty member is in his/her position if the change is necessary to provide the faculty member with a full load which is within the faculty member's minimum qualifications.

### **III.9.3.** Vacant positions

- a. When the District determines that a vacancy within the bargaining unit shall be filled, the Association shall be notified within ten (10) days of the District's determination.
- b. Said vacancies shall be posted for a minimum of ten (10) days prior to being filled.
- c. Vacancies in full-time positions which occur during the term of this agreement will be filled by full-time faculty members to meet the base annual full-time faculty obligation number (FON) as determined by the Office of the Chancellor of California Community Colleges (California Community College System Office).

## **ARTICLE X ORGANIZATIONAL SECURITY**

[Per TA signed 11/06/18]

~~I.10.1.~~ 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.

~~H.10.2.~~ Membership

~~Aa.~~ Membership in the Association is not compulsory.

~~Bb.~~ Except as provided elsewhere in this Agreement, ~~anyall~~ members of the bargaining unit, 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:~~

~~1. Member of the Association.~~ Member status is elected by submitting to the Association a completed Membership Enrollment Form.

~~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.~~

~~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 and the District. Conditions specified in Section G below must be met to qualify for Religious Objector status.~~

~~Cc.~~ The amount of any dues ~~or service fees~~ shall be verified and submitted in writing to the District within thirty (30) days after the effective date of this Agreement and at the beginning of each successive school year.

~~Dd.~~ A faculty member may change her or his status from Fee Payer to Association Member by signing and delivering a Membership Enrollment Form to the Association.

~~E.~~ A faculty member shall be responsible to the Association for a full year's payment from the date of election when electing to pay Association dues ~~or a service fee.~~

~~Fe.~~ Full-time bargaining unit members hired during the school year shall be required through direct payment or deduction authorization, only a pro rata amount of the membership dues or service charge. Such pro rata shall be based on a maximum of ten (10) school months ~~(September through June)~~ and the number of months remaining in the school year. A ~~faculty member-month~~ shall be determined to have worked a full month if more than 51 percent of the teaching days in that month remain after the faculty member commences employment.

~~G.~~ ~~Religious Objector Exception:~~

~~1. Any faculty member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment. Such faculty member can apply for Religious Objector status. To qualify for this exception, the unit member must:~~

~~a. apply to and be approved by the Executive Committee of the Association for Religious Objector status and~~

~~b. provide proof to the Association Membership Chair that they have, in lieu of a service fee, paid sums equal to service fees to a non-religious, non-labor organization charitable fund exempt from taxation under Section 501(c)(3) Title 26 of the Internal Revenue Code, chosen by such employee from the list of charitable organizations mutually agreed upon by the Association and the District.~~

~~2. No in-kind services may be received for payments, nor may payment 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, date of payment, and to whom payment in lieu of the service fee.~~

~~3. Approved Religious Objectors who begin employment as a faculty member in the District after the commencement of the academic year may pay a prorated amount of approved charitable contribution for the remainder of that academic year.~~

~~4. The District shall notify the Association if a Religious Objector payroll deduction authorization is cancelled or modified. If no replacement proof of approved charitable payment is received by the Association within 30 days of approved payroll deduction cancellation, the District will begin payroll deduction of the regular due/fees amount upon the instruction of the Association.~~

~~H. Any faculty member electing and meeting the requirements to be considered a Religious Objector, who requests that the grievance or arbitration provisions of this agreement be used in his/her behalf, shall be responsible for paying to the Association and/or CTA the reasonable cost of using said grievance or arbitration procedures. A faculty member may execute a District Authorization form to the District for deductions from his/her pay for the purpose of paying Association~~

~~fees or dues. Such deductions must be voluntary, and the faculty member may revoke such authorization at any time. The deductions permitted under the authorization shall be:~~

- ~~1. **Association member:** The annual dues of the local Association, including state and national organizations, but excluding all other charges, including fines and assessments.~~
- ~~2. **Non-members:** A certified amount of the cost as verified in Section B2 above.~~
- ~~3. Such deductions shall be made only upon submission of the District form to a designated representative of the District duly completed and executed by the faculty member.~~
  - ~~a. Deductions shall be made in equal installments on each pay day after receipt of authorization.~~
  - ~~b. By the fifteenth (15th) day of each succeeding month, the District shall transmit the monies to the Association.~~

~~Hf.~~ The Association shall hold the District harmless on account of any monies deducted and remitted to the Association pursuant to this section.

~~Jg.~~ The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Government Code, Chapter 10.7 of Division 4, Title 1, 3540, as amended, and construed by the Public Employment Relations Board, federal, and state courts, and to the extent that it does not conflict with any federal or state laws.

~~Kh.~~ As a condition of the effectiveness of this Article, the Association agrees to defend, indemnify and hold harmless the District, Board of Trustees, each individual member of the Board of Trustees, and all administrators in the District, 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.

## ARTICLE XI PROFESSIONAL DUES ~~OR FEES~~ AND PAYROLL DEDUCTIONS

[Per TA signed 11/16/18]

~~I.11.1.~~ Any faculty member who is a member of the Association or who has applied for membership may sign and deliver to the ~~District Payroll~~Faculty Association Office an appropriate written authorization requesting deduction of unified Chapter/CTA/NEA dues. Such authorization shall continue in effect from year to year unless revoked in writing between July 1 and September 1 of any year. Pursuant to such authorization, the

District shall deduct one-tenth of such dues from the regular salary check of the faculty member each month for ten months beginning with the first regular salary check of the academic year.

~~H~~11.2. Faculty members who sign such an authorization after the commencement of the academic year shall have their dues prorated for the remainder of that academic year.

~~H~~11.3. With respect to all sums deducted by the District pursuant to authorization by the employee, the District agrees to remit monthly, within fifteen (15) days following the date of deduction on the member's pay warrant, such monies to the Association's<sup>2</sup> designee accompanied by an alphabetical list of faculty members for whom such deductions have been made.

~~IV~~11.4. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

~~V~~11.5. Upon receiving appropriate notice of written authorization from the faculty member or certificate of authorization from the Association, the District shall deduct appropriate amounts from the salary of the faculty member and make appropriate remittance to annuities, credit union accounts, savings bonds, or any other plans or programs approved by the Association and the District.

## **ARTICLE XII BOARD POLICIES**

In the event the District desires to change a Board Policy which affects a term or condition of employment, as defined by Government Code Section 3543.2, the District will, prior to making such a change, notify the Association of the proposed change, and provide it with a reasonable opportunity to negotiate the change, to the extent such change is within the scope of representation.

## **ARTICLE XIII REOPENER CLAUSE**

~~I~~13.1. Both parties (District and Association) have agreed that the scope of the EERA leaves some room for interpretation. In an effort to expedite the negotiations process, the Articles contained herein constitute an agreement on the scope of the EERA. However, should PERB or the courts rule on items not covered in this contract, the Association and the District agree to meet and negotiate in good faith those provisions so ruled in the scope of representation of the Association as the designated bargaining unit.

~~H~~13.2. Any item so negotiated and agreed to by both the District and the Association shall become a part of this Agreement and shall not cancel or invalidate any other part of the Agreement.

## **ARTICLE XIV**

## ASSIGNMENT, CONTRACT YEAR, HOURS OF SERVICE, AND PROFESSIONAL DUTIES

[Per TA signed 10/29/18 and Amended TA signed 01/09/19]

### I.14.1. Right of Assignment

Aa. The Dean has the right to assign and/or approve each full-time faculty member's workload.

~~[Agreement is contingent upon parties agreeing to definitions on "load" as referring to LHE assignments and "workload" as referring to all assignments.]~~

Bb. The Dean has the right to assign and ~~/or~~ [KL15] approve each part-time faculty member's workload ~~and particular assignment(s).~~

~~[Agreement is contingent upon parties agreeing to definition on "load" as referring to LHE assignments and "workload" as referring to all assignments.]~~

Cc. 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~~ [KL16] 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 ~~d~~ [KL17] D ~~[RN18]~~ dean to reach mutual agreement.

~~D. — The Dean will give first consideration to full-time faculty members for additional assignments such as overload, summer session, special projects.~~

### H.14.2. 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.

### III.14.3. Hours of Service

Aa. Full-time faculty members are expected to work ~~no less than an average of~~ thirty-six (36) hours per week for ~~their~~ a 30 LHE yearly assignment. A typical semester workload shall be comprised of:

(1) Classroom Assignment:

(a) Fifteen (15) hours per week of classroom or equivalent instruction.

(b) Fifteen (15) hours per week for grading, record keeping, student advising, appointments, classroom preparation, and other professional duties as assigned.

(c) Five (5) office hours per week during each week of the semester, including finals' week.

(d)- An average of oOne (1) hour per week of ~~committee and/or~~ college service.

(2)- Non-classroom Assignment:

(a)- Thirty (30) hours per week, including finals week, of direct student contact, outreach, and program specific assignments.

(b)- Five (5) office hours per week.

(c)- An average of oOne (1) hour per week of ~~committee and/or~~ college service.

Bb. Part-time faculty members are expected to fulfill the following:

(1)- Classroom Assignment:

(a)- Provide one hour per week for each LHE of assigned classroom or equivalent instruction.

(b)- Provide one hour per week for each LHE of assigned classroom or equivalent instruction for grading, record keeping, and classroom preparation.

(c)- Conduct an average of twenty (20) minutes of student consultation and appointments per week, including finals' week, for each assigned LHE of classroom or equivalent instruction. Such advisement may take place either in person, or through telephone or on-line (e.g., ~~Blackboard~~ the approved District LMS or e-mail) consultation.

(2)- Non-classroom Assignment:

~~a.~~—Provide one hour per week, including finals week, of direct student contact, outreach, and program specific assignments, for each LHE of assigned advisement.

#### IV.14.4. Professional Duties within the Hours of Service

Aa. Each faculty member shall:

(1)- Comply with their individual workload assignments.

(2)- Participate in SLO assessment, program review, college accreditation processes, and curriculum and program development, updates, and technical/program reviews, as appropriate.



- (3)- Respond to and evaluate student work, and report final grades to Admissions, Records, and Enrollment Services by an announced deadline each semester.
- (4)- Respond to student academic concerns.
- (5)- Report all personal absences to the Dean as required by District policy.
- (6)- Complete training once every two years in Title IX (20 U.S. Code §1681 et seq.) / unlawful discrimination prevention, and any other training determined to be mandatory by agreement between the District and the Faculty Association, or by law. Part-time faculty members will receive compensation for training according to the appropriate stipend rate if required to attend.
- (7)- First-year probationary faculty members will attend college and District orientation meetings during the fall semester professional development week.
- (8)- Full-time faculty members shall attend commencement, or appropriate graduation ceremony, unless participating in a different coincidental District duty (e.g., a coach attending an athletic competition which coincides with the commencement ceremony). Full-time faculty who fail to attend commencement shall report their absence per District policy and will have one-half (1/2) day of appropriate leave deducted.
- (9)- Full-time faculty members shall complete their professional development obligations, calculated for full-time faculty members at 4.2 hours per professional development day as designated in the Academic Calendar.
- Bb.** Full- and part-time faculty members are encouraged to attend and participate in:

  - (1)- District-wide Opening Sessions convened by the Chancellor.
  - (2)- Opening sessions convened by the College President.
  - (3)- Regularly scheduled departmental, division, school meetings convened by the Dean.
  - (4)- Professional development activities offered throughout the Professional Development calendar.

## **ARTICLE XV WORKLOAD**

[Per Global Economic Proposal signed 12/19/18, and Amended Global Economic Proposal Signed 01/09/19]

### I.15.1. Workload

#### Aa. General Provisions

All faculty members covered by the Master Agreement are by definition instructional/teaching faculty, and their regular contracted duties and responsibilities are instructional and teaching in nature. This applies to all full-time and part-time faculty, and includes all mediated and classroom instructors as well as all faculty whose normal or occasional duties and activities are non-traditional or non-classroom in nature, such as counselors, librarians, learning disability specialists, learning assistance instructors, ~~student health center nurse(s)~~, and any and all others who are included in the Academic Employee bargaining unit within the District.

### H.15.2. Instructional ~~activities~~ Activities

#### a. Categories of Instructional Activities For Which LHE is Assigned

For the purposes of determining faculty ~~workloads~~, each instructional activity will be assigned to one of the following five categories as defined in Article IV.

- (1) Lecture
- (2) Laboratory
- (3) Practicum
- (4) Learning Center/Tutorial
- (5) Library, Counseling Services, and Learning Disability Specialists  
(Instructional Activities)

A committee comprised of representatives of the colleges and/or District Services, the Academic Senates of each college, and the Faculty Association will meet annually to assign courses to the appropriate category. A committee comprised of representatives of the colleges and/or District Services, the Academic Senates of each college, and the Faculty Association will meet annually to assign courses to the appropriate category. [KL19]

#### A. — Lecture

~~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.~~

#### B. — Laboratory

~~Instructional activity in which the workload is divided between student contact activities and preparatory activities, including but not limited to laboratory preparation, course material development, responding to student work and grading. Instruction is normally delivered on a 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. Beginning with the 2016-2017 academic year, courses that were previously classed as Laboratory assignments and credited for faculty load at 1 hour of student contact and 1 hour of preparation for each LHE (see Appendix B) will continue to be classified as Laboratory assignments.~~

~~C. — Practicum~~

~~Instructional activity in which instruction is delivered primarily during student contact activities with some necessary instructor preparation. This activity includes courses in which the learning objectives are demonstrated through student participation. Beginning with the 2016-2017 academic year, courses that were previously classed as Laboratory assignments and credited for faculty load at 1.2 hours of student contact and 0.8 hours of preparation for each LHE will be classified as Practicum assignments.~~

~~D. — Learning Centers/Tutorial~~

~~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.~~

~~E. — Library, Counseling Services, and Learning Disability Specialists~~

~~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.~~

~~HHb.~~ Lecture, Laboratory, and Practicum and Tutorial Assignments:

(1) Full-time faculty members who instruct lecture, and laboratory, practicum and tutorial courses will be assigned 30-32 LHE per academic year.

The normal ~~workload~~ for full-time faculty shall be thirty (30) LHE per year, normally assigned as fifteen (15) LHE per semester. If load is over 30 LHE, LHE in excess of 30, but not to exceed 32 will be paid from the ~~Full-time Overload/Part-time Non-classroom/Classroom appropriate Academic~~ Academic Salary Schedule (see Appendix

A). The final adjustment payment will be paid on the last working day of April to allow for adjustments from the fall and spring loads. LHE in excess of 30, but not exceeding 32, which are part of a faculty member's normal load will not be considered overload, and will not limit overload as allowed in this Agreement.

(2) The normal number of separate course preparations for a normal full-time faculty member's workload per semester shall not exceed three (3). In special situations, with the agreement of the faculty member, a faculty member may teach more than three (3) separate preparations.

(A3): Lecture, ~~and~~ laboratory, practicum and tutorial instruction will be calculated on a contact hour (50 minute).

~~B. One Lecture Hour Equivalent (1 LHE) shall be defined as one semester hour of lecture instruction.~~

(C4): Lecture, ~~and~~ laboratory, practicum and tutorial ~~workloads~~ will be 30-32 LHE per academic year, calculated ~~and compensated~~ according to the following ratios:

|                 | <u>Contact Hours</u> | <u>LHE for load</u> |
|-----------------|----------------------|---------------------|
| Lecture         | 1                    | 1                   |
| Laboratory      | 1                    | 1                   |
| Practicum       | 1.2 (5/6)            | 1                   |
| <u>Tutorial</u> | <u>2</u>             | <u>1</u>            |

Example: Digital Photography 5/6 (units lecture/lab per week)

|                   |   |                |
|-------------------|---|----------------|
| 3 Hours Lecture   | = | 3 LHE          |
| 6 Hours Practicum | = | <u>5 LHE</u>   |
|                   |   | 8 LHE for load |

(D5): Lecture Provisions:

(1a): The Dean will determine and approve course-section cancellations.

(2b): The minimum course-section enrollment will be eighteen (18) for classes capped at 25 or below, or twenty-two (22) for a class capped above 25.

(3c): The Dean may authorize a course-section with less than the minimum enrollment for conditions such as academic and/or pedagogic rationale, safety, limited number of workstations,

mandated program limits, academic sequential programs, and intercollegiate athletics.

~~(4d)-~~ **Large Lecture Assignments:** Large lecture ~~courses-sections~~ will have an enrollment of more than 45 students. The following conditions apply:

~~ai.~~ Large lecture ~~courses-sections~~ must be pre-approved and scheduled by the Dean.

~~b. — Large lecture compensation will be calculated by the Dean on Census Day using the formula in 'e' below.~~

~~eii.~~ The course must be listed in the general catalog of the college and offer units.

~~diij.~~ Consent of the faculty member(s) is required.

~~eiv.~~ ~~An Large lecture compensation will be calculated on Census Day using the following formula: For sections with an~~ enrollment of forty-six (46) to sixty (60) and for every increment of fifteen (15) thereafter (for example, 61-75), one (1) additional LHE according to the appropriate salary schedule (see Appendix A) shall be assigned to the faculty member's workload (~~Refer-refer~~ to **Section V-B-15.5.b** of this Article).

~~fv.~~ Large lecture compensation will not apply to the ten (10) LHE overload limit.

~~(5e)-~~ **Small Lecture Assignment (Contracted Classes):** Small lecture ~~courses-sections~~ are established when there are extenuating circumstances and will enroll at least four (4) but less than the ~~section's course's~~ minimum number of students as described in section D(2) above. The most common cause for engaging a small lecture ~~sectionclass~~ would occur when a ~~sectionclass~~ is scheduled to be canceled, and the ~~courseclass~~ is needed to meet specific needs of the students affected. The following conditions apply:

~~ai.~~ Enrollments will be monitored by the Dean.

~~bii.~~ Mutual consent of the faculty member and the Dean is required.

~~eiii.~~ The course must be listed in the general catalog of the college and offer units.

- div. The course-section must be well planned and structured, and follow the approved course outline on file with the state.
- ey. An individual course-section contract will be established between the Dean and the faculty member. The contract will include the total number of hours, meeting dates and times.
- fyi. Small lecture compensation will be pro-rated per enrollment and paid according to rate specified in Appendix B the appropriate salary schedule using the ratios specified below:

  - a) If the class maximum enrollment is twenty-five (25) or below, compensation will be determined by dividing the number of enrolled students at census, but no fewer than the number of enrolled students on the first day of instruction, by eighteen (18), and multiplying the appropriate compensation for the section by that percentage;
  - b) If the class maximum enrollment is above twenty-five (25), compensation will be determined by dividing the number of enrolled students at census, but no fewer than the number of enrolled students on the first day of instruction, by twenty-two (22), and multiplying the appropriate compensation for the section by that percentage.

(6f): **Team Teaching eourse Section<sup>[RN20]</sup>**: The total LHE assigned to the team that teaches the sectioneourse normally shall not exceed the total LHE assigned to the course. A team-taught sectioneourse will normally have a maximum enrollment of forty-five (45) students. This maximum enrollment will not be exceeded without the permission of the faculty members. In the event that a team-taught course-section is identified as a large lecture course-section (refer to 15.3.d.4 III, D, 4, and 15.5.b.V-B of this Article), the total large lecture compensation will be distributed as the LHE is distributed among the team that teaches the coursesection.

(7g): **Directed (independent) Study**: Directed (independent) study classes-sections may be offered when authorized by state law and Board policy, and subject to the approval of the applicable

~~deandean~~<sup>KL21</sup>. All academic employees are eligible to instruct a directed study ~~section~~<sup>course</sup>(s). The following conditions apply:

- ~~i.~~ ~~A syllabus and student contract for each study section must be on file with the Dean.~~
- ~~ii.~~ ~~A project, test, paper and/or presentation must be successfully completed by each student.~~
- ~~bii.~~ Consent of the faculty member is required.
- ~~c.~~ ~~Directed study sections may involve from one (1) to no more than three (3) students.~~
- ~~d.~~ ~~The assigned faculty member shall meet with the student(s) for a minimum of eight (8) contact hours during the semester.~~
- ~~eiii.~~ The time scheduled for directed study section may not coincide with the faculty member's other assignments.
- ~~ivf.~~ Directed study sections will not count toward the faculty member's contractual ~~workload~~.
- ~~gv.~~ The faculty member shall be compensated ~~with~~ LHE according to the ~~Full time Overload/Part time Non-classroom appropriate~~ Academic Salary Schedule (see **Appendix A**) for eight (8) contact hours (see ~~15.2.b.(5)(d)4-~~ above).
- ~~vi.~~ Directed study sections may involve from one (1) to no more than three (3) students.
- ~~vii.~~ A syllabus or course outline of record and student contract for each study section must be on file with the Dean.
- ~~viii.~~ The assigned faculty member shall meet with the student(s) for a minimum of eight (8) contact hours during the semester.
- ~~ix.~~ A project, test, paper and/or presentation must be successfully completed by each student.

~~(8h)~~ **Productivity Incentive and Class Averaging:**

- ~~i.~~ If a faculty member has an average of forty-five (45) students per ~~class~~<sup>section</sup>, or a total of two-hundred twenty-

five (225) students for the semester, he/she shall be allowed to teach the total of 225 students in no fewer than four separate ~~classes~~sections.

ii. If a faculty member has an average of thirty (30) students per class-section or greater (150 students per semester), he/she shall be allowed to teach one (1) class-section which does not meet the minimum enrollment as defined in Section ~~15.2.b.(5)(d).iii~~ ~~D(2)~~ above, provided he/she still has 150 students.

iii. A faculty member may not claim large lecture compensation (see section ~~III-D-415.b.(5)(d)~~ above) for any class-section which is used for the determination of Productivity Incentive or Class Averaging as described above.

IVc. **Non-Classroom Assignments:** Full-time faculty members who provide tutorial, library, counseling and learning disability services will be assigned 30 LHE per academic year. ~~Workload~~ Load hours will focus on direct student contact, outreach, and program specific assignments. The Dean has the right to assign to and/or approve of each full-time faculty member's ~~workload~~. ~~The Dean and faculty member will mutually agree to office hours, and committee/college service hours.~~

(A1): Tutorial coordinators, librarians, learning disability specialists, and counseling hours will be calculated on a clock hour (60 minutes) basis (or portions thereof).

Clock Hours LHE for Load

|  |   |   |
|--|---|---|
| Tutorial ( <del>as described in Article XV, Section II, subsection C above</del> ) <u>Coordination</u> | 2 |   |
| 1  |   |   |
| Library  | 2 | 1 |
| Counseling   | 2 | 1 |
| Learning Disability  | 2 | 1 |

(B2): Lecture instruction (refer to Section 15.3.III of this Article<sub>[KL221]</sub>):

(a) Counselors and Librarians may include a maximum of 6 LHE of classroom assignment per semester within their workload assignment.

(b) Learning Disability Specialists' assignments may vary.



- Cd. ~~Learning Center Instruction:~~ All Learning Center assignments will be exclusively tutorial.

### 15.3. Overload

- a. The dean will consider full-time faculty for overload assignments before part-time faculty members receive assignments.
- b. Overload assignments may not exceed ten (10) LHE per semester.
- c. Only full-time faculty members can work overload.
- d. Instructional assignments outside the traditional Fall and Spring semester do not constitute an overload assignment.
- e. Overload assignments will be calculated by the following ratios and compensated in accordance with the appropriate academic salary schedule:

|                            | <u>Contact Hours</u> | <u>LHE</u> |
|----------------------------|----------------------|------------|
| <u>Lecture</u>             | <u>1</u>             | <u>1</u>   |
| <u>Laboratory</u>          | <u>1</u>             | <u>1</u>   |
| <u>Practicum</u>           | <u>1</u>             | <u>1</u>   |
| <u>Learning Disability</u> | <u>2</u>             | <u>1</u>   |

|                              | <u>Clock Hours</u> | <u>LHE</u> |
|------------------------------|--------------------|------------|
| <u>Tutorial Coordination</u> | <u>2</u>           | <u>1</u>   |
| <u>Library</u>               | <u>2</u>           | <u>1</u>   |
| <u>Counseling</u>            | <u>2</u>           | <u>1</u>   |
| <u>Learning Disability</u>   | <u>2</u>           | <u>1</u>   |

### 15.4. ~~Part-t~~Time Workload

Part-time faculty members may be assigned lecture and non-lecture workload assignments. The Dean has the right to assign and approve each part-time faculty member's workload.

- a. Part-time faculty members may accept employment and workload assignments. The following consideration, order of employment (offer), and conditions apply in order of priority for the fall and spring semesters:

- (1) Full-time faculty members will receive their assigned workloads and appropriate overload(s).
- (2) Part-time faculty members establish priority rehire eligibility and receive assignments as follows:
  - (a) Priority rehire eligibility is established in each division/school within each college separately, and is not transferable.
  - (b) A part-time faculty priority rehire eligibility list will be established for assignments commencing in the Fall 2020 semester and updated every fall semester thereafter.
    - i. For initial establishment of the part-time faculty priority rehire eligibility list, priority rank will be determined by ordering eligible part-time faculty, as described below, on the list by the initial hire date.
    - ii. Thereafter, part-time faculty who become eligible for priority rehire, as described below, will be added to the priority rehire eligibility list at the beginning of each spring semester for assignments in the subsequent fall and spring semester.
    - iii. Part-time faculty who establish eligibility during the prior fall semester shall be ranked according to initial hire date as a part-time faculty member and added to the hire date as a part-time faculty member and added to the bottom of the priority rehire eligibility list in that order.
  - (c) To establish priority rehire eligibility, a part-time faculty member must:
    - i. have held an assignment during three of the previous six fall and spring semesters;
    - ii. have received an overall rating of “Meets Standards” or better in two consecutive evaluations as established in each division/school within each college (at the time of initial implementation of this provision, previous evaluations will count toward establishing priority rehire eligibility);
      - a) For purposes of prior rehire eligibility, if a faculty member does not receive a timely evaluation as specified in **Article 17.3.b** of this Agreement, the evaluation that should have been completed will be

considered as a “Meets Standards” evaluation if the offer of an assignment is made for the following semester. However, this provision does not preclude the District from subsequently evaluating the part-time faculty member in accordance with Article XVII.

b) An out-of-sequence evaluation may be conducted if approved by the Vice Chancellor of Human Resources in consultation with the Association. An out-of-sequence evaluation refers to an evaluation in addition to a regularly scheduled evaluation as described in Article XVI.

(i) An evaluation conducted in place of a missed evaluation will not be considered an “out-of-sequence” evaluation.

(ii) An out-of-sequence evaluation of a faculty member will not be considered a substitute for the evaluation as conducted according to the timeline specified in Article XVII.

(iii) An out-of-sequence evaluation may not be used to establish priority rehire eligibility.

iii. Classified employees and managers teaching part-time are not eligible for priority rehire eligibility.

iv. Assignments to coach an intercollegiate sport, related intercollegiate sections, and other part-time teaching assignments specifically connected to the intercollegiate coaching duties cannot be used to establish priority rehire eligibility for Kinesiology/Athletics assignments.

(d) To establish priority rehire eligibility, ~~rea~~ retired full-time faculty member must:

i. have been re-hired as a part-time faculty member;

ii. have received an overall rating of “Meets Standards” or better in the most recent evaluation before retirement from full-time status,

iii. have received an overall rating of “Meets Standards” or better in the next scheduled evaluation conducted under

Article XVII after the faculty member's re-hiring in part-time status.

If a retired full-time faculty member who has resumed teaching under part-time status does not receive a timely evaluation as specified in Article 17.3.b of this Agreement, the evaluation that should have been completed will be considered as a "Meets Standards" evaluation if the offer of an assignment is made for the following semester.

This provision does not preclude the District from subsequently evaluating a faculty member in accordance with Article XVII.

iv. have a medical certificate on file with Human Resources (see Calif. Ed. Code. §87408.5).

(e) To maintain priority rehire eligibility, a part-time or retired full-time faculty member teaching part-time must meet the following conditions:

i. maintain an overall rating of "Meets Standards" or better on evaluations conducted pursuant to Article XVII of this Agreement. If a faculty member does not receive a timely evaluation as specified in Article 17.3.b of this Agreement, the evaluation that should have been completed will be considered as a "Meets Standards" evaluation if the offer of an assignment is made for the following semester.

This provision does not preclude the District from subsequently evaluating a faculty member in accordance with Article XVII.

a) In the event that a part-time faculty member with priority rehire eligibility receives an overall rating of "Partially Meets Standards" in an evaluation,

(i) the part-time faculty member will be given a performance improvement plan, including follow-up activities, dates of completion, and measurable outcomes to address those performance issues requiring correction;

(ii) the part-time faculty member will be evaluated by the dean during the first semester in which an assignment is offered and

accepted. If this evaluation yields an overall rating of “Partially Meets Standards” or “Unsatisfactory,” priority rehire eligibility is revoked.

b) In the event that a part-time faculty member with priority rehire eligibility receives an overall rating of “Unsatisfactory,” in an evaluation,

(i) the evaluation will revert to the dean as specified in **Article 17.3.a.(4)(d).v.**

(ii) if the dean’s evaluation remains “Unsatisfactory,” eligible status shall be revoked.

ii. Maintain regular employment. If a faculty member with priority rehire eligibility fails either to request an assignment as specified in **15.4.a.(2).(g)** below, or to accept an assignment as specified in subsection **15.4.c** below, for two (2) consecutive semesters, not including summer, except in cases of an approved leave of absence, priority rehire eligibility is revoked.

iii. In the event that a part-time faculty member has lost (as described above) and then regains priority rehire eligibility, seniority will depend on the most recent date on which eligibility was reestablished.

(f) Subject to the availability of requested courses or assignment as specified below, part-time faculty members who have established priority rehire eligibility according to this article are entitled to a minimum assignment as follows:

i. Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least six (6) LHE, or six (6) weekly counseling/tutorial/library hours, during each of the previous four (4) semesters shall be entitled to a minimum assignment of six (6) LHE or six (6) weekly counseling/tutorial/library hours.

ii. Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least three (3) but fewer than six (6) LHE, or three (3) but fewer than six (6) weekly counseling/tutorial/library hours, during each of the

previous four (4) semesters shall be entitled to a minimum assignment of three (3) LHE or three (3) weekly counseling/tutorial/library hours.

- iii. Part time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least ~~one~~<sup>[KL24]</sup> (1) but fewer than three (3) LHE, or at least ~~one~~<sup>[KL25]</sup> (1) but fewer than three (3) weekly counseling/tutorial/library hours during each of the previous four (4) semesters shall be entitled to a minimum assignment of one (1) section or one (1) weekly counseling/tutorial/library hour.

Semesters that a part-time faculty member is on Human Resources-approved leave shall not count in calculating the average LHE/semester.

For a non-classroom assignment, an assignment will not be considered available if the number of hours scheduled for assignable duties necessary to fulfill the assignment have already been assigned to a full-time faculty member or more senior part-time faculty member.

For a classroom assignment, an assignable section will not be considered available if:

- ~~i~~1. the section has already been offered and accepted by a full-time faculty member as part of a load or overload,
- ~~ii~~2. the section has been already offered and accepted by a more senior part-time faculty member as defined in subsection h below,
- ~~iii~~3. the section's scheduled time does not meet the availability of the senior part-time faculty member as described in her or his assignment request as described in subsection i below,
- ~~iv~~4. the part-time faculty member does not have the demonstrated competence to teach a specific course as specified in ~~15.4.a.(2).(i)~~<sup>[RN26]</sup> below,
- ~~v~~5. the section is not offered in a given semester,
- ~~vi~~6. the section has been cancelled.<sup>[KL27]</sup>

Priority rehire eligibility does not guarantee an assignment, or assignment of specific courses, or an assignment of a section added after the development of the initial schedule.

- (g) Prior to the semester during which the assignment will be performed, the dean or designee will initiate a request to all part-time faculty members for assignment preferences for that semester, and allow no fewer than ten days for faculty members to respond. Eligible part-time faculty members will specify the amount of requested assignment, the requested courses, and the times available for assignment.
- (h) In the event that two instructors have requested the same section, or that there is limited availability of sections of requested courses, the faculty member with the higher priority rehire ranking as described above will receive the assignment in the absence of the conditions described under subsection f above.
- (i) Courses requested for priority assignment at a college must be courses for which the part-time faculty member has demonstrated competency by having previously taught the same course within the school/division during the previous eight semesters.
- (j) If the part-time faculty member who has established priority rehire rights does not receive an assigned load at least equal to the load to which the part-time faculty member is entitled under subsection f above, the dean will, upon request, provide a written response stating the reasons for the lack of assignment.

(3) All other part-time faculty will be considered for assignment.

- b. The formal offer of a part-time assignment must be made in writing.
- c. Once a formal offer of an assignment has been made, the part-time faculty member will have five (5) RN28 days to accept or decline in writing part or all of the assignment. Failure to accept an assignment within five (5) days of the date of the formal offer may result in the loss of priority rehire eligibility rights for that semester.
- d. The Dean may cancel the assignment of any part-time faculty member to provide a full load (15 LHE) assignment to a full-time faculty member.
- e. Once an assignment has been offered to and accepted by the part-time faculty member, the Dean may not cancel the assignment of any part-time faculty member for the purpose of providing a full-time faculty member with overload.

- f. A maximum assignment within the District will be no more than sixty-seven percent (67%) of a full-time faculty load or twenty (20) equivalent LHE per academic year and no more than eighty percent (80%) of a full-time faculty load or twelve (12) equivalent LHE in any given semester, so long as the annual load is no more than sixty-seven percent (67%) or twenty (20) LHE. (Calif. Ed[uc][RN29]. Code §87482.5).

Any part-time faculty member employed for more than seventy-five percent (75%) of a full-time load, or eleven and one-quarter (11.25) LHE, during a given semester will be entitled to full-time faculty benefits and paid for that semester according to the Full-time Academic Salary Schedule (Appendix A).

- g. Part-time faculty members may provide service in professional ancillary activities and be compensated for such services which will not impact their status as a temporary employee (Calif. Ed[uc][RN30]. Code § 87482.5).

- h. Part-time faculty [RN31] will be paid for the first week of an assignment when a section is canceled less than one week before the section is scheduled to begin.

If a section meets more than once per week, part-time faculty should be paid [RN32] for all section meetings that were scheduled for that week (Calif. Ed[uc][RN33]. Code, §87482.8(b)).

- i. Part-time assignments will be calculated and compensated by the following ratio:

|            | <u>Contact Hours</u> | <u>Hours of Pay</u> |
|------------|----------------------|---------------------|
| Lecture    | 1                    | 1                   |
| Laboratory | 1                    | 1                   |
| Practicum  | 1                    | 1                   |
| Tutorial   | 2                    | 1                   |

|                       | <u>Clock Hours</u> | <u>Hours of Pay</u> |
|-----------------------|--------------------|---------------------|
| Tutorial Coordination | 2                  | 1                   |
| Library               | 2                  | 1                   |
| Counseling            | 2                  | 1                   |
| Learning Disability   | 2                  | 1                   |

- j. Nothing in this Agreement precludes the District from terminating a part-time faculty member pursuant to a personnel action initiated in accordance with Education Code Section 87665.

#### 15.5. Cooperative Work Experience



CWE is a program for awarding college credit for paid and unpaid work experience to enrolled students. A CWE course is part of the existing state-approved curriculum and will enroll at least one (1) but no more than thirty (30) students.

a. \_\_\_\_\_

The following conditions apply to all faculty members:

- (1) Mutual consent of the faculty member and the Dean is required.
- (2) Enrollments and the combination of sections will be monitored and determined by the Dean on Census Day for assignment of workload.
- (3) Faculty members assigned CWE courses are responsible for in-person consultation (at the job site) with the employer or designated representative(s) to discuss students' educational growth on the job at least once per semester unless:
  - (a) they have been at the worksite previously;
  - (b) the student is repeating the course at the employer's worksite;
  - (c) the ~~work-site~~ [RN34] has been the site of numerous previous assignments by other students at the College;
  - (d) \_\_\_\_\_  
the worksite location is greater than fifteen (15) miles from the College;
  - (e) the faculty member and student are on different work schedules;
  - (f) the faculty member and student are working in a virtual offices; or
  - (g) in case of emergency or security of the instructor/student.

Under one of these circumstances, the faculty member may use alternative means to consult, such as the telephone, teleconference, partner with instructors from other colleges or e-mail/internet.

- (4) The faculty member must maintain and submit all appropriate documentation according to 25 CCR, Title 5, Section 55256.
- (5) Compensation for CWE instruction is .18 LHE as listed in the appropriate ~~A~~cademic ~~S~~salary ~~S~~schedule (**Appendix A**) per student per term. Compensation will be made upon submission of all appropriate documentation, assignment obligations, grades and required documentation to the Dean.

b. The following conditions apply to full-time faculty members only:

- (1) CWE may only be taught as an overload assignment; it may not be considered as part of a full-time faculty member's regular workload.
- (2) Summer assignments will be limited to one (1) CWE class, consisting of one or more sections. Compensation for CWE instruction is .18 LHE as listed in the appropriate Academic Salary Schedule (Appendix A) per student per term.

15.6. Instructional Assignments Outside of the Traditional Fall and Spring Semesters

Faculty members may accept assignments during instructional terms offered outside of the traditional spring and fall semesters, for instance, during the summer or during a winter intersession between traditional fall and spring semesters. For the purposes of this article, an instructional term is defined as a specific period during which a specific class meets, follows an approved Course Outline of Record (COR), and a final grade is assigned. Multiple instructional terms of differing lengths may be offered during a specific period outside of the traditional spring and fall semesters; for instance, there may be more than one instructional term offered during the summer. The following conditions apply:

- a. The Dean will consider for assignment full-time faculty members who meet minimum qualifications within their respective organizational unit, followed by part-time faculty members who have achieved eligibility for rehire priority as defined in Section 15.7.a.(2) et seq. followed by all other faculty.
- b. Assignments for instructional sessions outside of the traditional fall and spring semesters are not considered overload assignments.
- c. Faculty members may teach up to eighty percent (80%) of a full-time instructional load per instructional term. However, if multiple terms overlap, the total instructional load an instructor holds during the combined overlapping terms may not equal more than eighty percent (80%) of a fulltime instructional load. Requests to teach more than eighty percent (80%) of a full-time instructional load may be approved by the faculty member's dean on a case-by-case basis. Credit for large lecture as described in Section 15.3.d.(4) of this article will not count within the eighty percent (80%) limitation.
- d. Assignments will be calculated by the following ratios and compensated in accordance with the appropriate Academic Salary Schedule (Appendix A):

|            | Contact Hours | LHE |
|------------|---------------|-----|
| Lecture    | 1             | 1   |
| Laboratory | 1             | 1   |
| Practicum  | 1             | 1   |

|                       |                    |            |
|-----------------------|--------------------|------------|
| Tutorial              | 2                  | 1          |
|                       | <u>Clock Hours</u> | <u>LHE</u> |
| Tutorial Coordination | 2                  | 1          |
| Library               | 2                  | 1          |
| Counseling            | 2                  | 1          |
| Learning Disability   | 2                  | 1          |

V.15.7. Other General Workload Provisions Extra Duty Days

Aa. Extra Duty Days: Selected full-time faculty members are identified to work additional duty days in addition to those which constitute their regular contractual assignment. Full-time faculty members in the assignments listed below work additional full-time equivalent duty days as part of their regular contractual assignment:

| <u>Assignment(s)</u>           | <u>Extra FTE Days</u>  |
|--------------------------------|--|
| Articulation Officer           | 17 days (to be assigned as necessary)  |
| Baseball Coach                 | 20 days  |
| Basketball Coach               | 20 days  |
| Badminton Coach                | 16 days  |
| Choral (vocal) Music           | 9 days   |
| Counselor                      | 17 days (10 days scheduled immediately prior to the start of the fall academic calendar, and the equivalent of 7 days, to be mutually agreed upon by the faculty member and the Dean.) |
| Cross Country Coach            | 16 days  |
| Dance                          | 9 days   |
| Fast Pitch Softball Coach      | 20 days  |
| Football Coach                 | 20 days  |
| Golf Coach                     | 16 days  |
| Instrumental Music             | 16 days  |
| Learning Disability Specialist | 17 days (10 days scheduled immediately prior to the start of the fall academic calendar, and the equivalent of 7 days, to be mutually agreed upon by the faculty member and the Dean.) |
| Nursing                        | 4 days (when necessary to work outside the 178 day calendar)   |
| Pep Squad Advisor              | 9 days   |
| Beach Volleyball Coach         | 16 days  |
| Soccer Coach                   | 20 days  |
| Swimming Coach                 | 20 days  |

|                  |         |
|------------------|---------|
| Tennis Coach     | 16 days |
| Track Coach      | 20 days |
| Volleyball Coach | 16 days |
| Water Polo Coach | 16 days |

In the event of postseason competition, assigned coaches of that sport will receive one additional extra duty day compensation for each week of post-season play. This compensation will be provided to the faculty member starting within sixty (60 days) after the post-season play is completed and prorated over the annual contract.

b. The following provisions will apply to all full-time assigned ~~e~~Extra Duty Days:

(1)- During the Extra Duty Days, the faculty member ~~assigned to extra duty days~~ shall perform regular and normal instructional activities. Specific activities for this additional time will be mutually agreed upon in advance by each faculty member and his/her Dean. If a full-time faculty member is not available to accept an extra-duty day assignment, a part-time faculty member may be employed in that capacity. The part-time faculty member will receive a stipend equivalent to the pro-rated compensation for those duty days as determined by the part-time faculty member's appropriate placement on the Academic Salary Schedule.

(2) Extra ~~d~~Duty ~~d~~Days [RN36] can be used within or outside of the 178-day duty day calendar.

(23)- All ~~a~~Activities ~~that constitute~~ performed as part of an Extra Duty Day assignments may not coincide with the faculty member's regular contractual workload assignments, scheduled overload, summer assignments, stipend assignments or reassigned time.

(34)- All faculty members ~~obligated to work~~assigned Extra Duty Days will have their salaries adjusted to reflect the additional time. Such adjustments will be made on a per diem basis, and the total amount of base salary plus adjustments constitutes the contracted salary for that individual.

4. Full-time faculty members assigned to extra-duty assignments will receive the following extra-duty days:

| <u>Assignment(s)</u> | <u>Extra Days</u>                     |
|----------------------|---------------------------------------|
| Articulation Officer | 17 days (to be assigned as necessary) |
| Baseball Coach       | 20 days                               |
| Basketball Coach     | 20 days                               |
| Badminton Coach      | 16 days                               |

|                                |  |
|--------------------------------|--|
| Choral (vocal) Music           | 9 days   |
| Counselor                      | 17 days (10 days scheduled immediately prior to the start of the fall academic calendar, and the equivalent of 7 days, to be agreed upon by the faculty member and the Dean) |
| Cross Country Coach            | 16 days  |
| Dance                          | 9 days   |
| Fast Pitch Softball Coach      | 20 days  |
| Football Coach                 | 20 days  |
| Golf Coach                     | 16 days  |
| Instrumental Music             | 16 days  |
| Learning Disability Specialist | 17 days (10 days scheduled immediately prior to the start of the fall academic calendar, and the equivalent of 7 days, to be agreed upon by the Specialist and the Dean)     |
| Nursing                        | 4 days (when necessary to work outside the 178-day calendar)   |
| Pep Squad Advisor              | 9 days   |
| Sand Volleyball Coach          | 16 days  |
| Soccer Coach                   | 20 days  |
| Swimming Coach                 | 20 days  |
| Tennis Coach                   | 16 days  |
| Track Coach                    | 20 days  |
| Volleyball Coach               | 16 days  |
| Water Polo Coach               | 16 days  |

In the event of postseason play, each full-time coach of that sport will receive one additional extra duty day compensation for each week of post season play. This compensation will be provided to the faculty member starting within sixty (60) days after the post season play is completed and prorated over the annual contract.

B. **Overload:** The Dean will give first consideration to full-time faculty members for overload assignment(s). Overload assignments may not exceed ten (10) LHE per semester.

1. Only full-time faculty members can work overload.
2. Instructional assignments outside the traditional Fall and Spring semester do not constitute an overload assignment.
3. Overload assignments will be calculated and compensated by the following ratios:

|               |              |
|---------------|--------------|
| Contact Hours | Hours of Pay |
|---------------|--------------|

|            |   |   |
|------------|---|---|
| Lecture    | 1 | 1 |
| Laboratory | 1 | 1 |
| Practicum  | 1 | 1 |

| Clock Hours   | Hours of Pay |   |
|---|--------------|---|
| Tutorial (as described in Article XV, Section II, subsection C <sup>[KL37]</sup> above) | 2            | 1 |
| Library   | 1            | 1 |
| Counseling  | 1            | 1 |
| Learning Disability   | 1            | 1 |

**C. ~~Instructional Assignments Outside of the Traditional Fall and Spring Semesters:~~**

Faculty members may accept assignments during instructional terms offered outside of the traditional spring and fall semesters, for instance, during the summer or during a winter intersession between traditional fall and spring semesters. For the purposes of this article, an instructional term is defined as a specific period during which a specific class meets, follows an approved Course Outline of Record (COR), and a final grade is assigned. Multiple instructional terms of differing lengths may be offered during a specific period outside of the traditional spring and fall semesters; for instance, there may be more than one instructional term offered during the summer. The following conditions apply:

1. ~~The Dean will give first consideration to full-time faculty members who meet minimum qualifications within their respective organizational unit.~~
2. ~~Assignments for instructional sessions outside of the traditional fall and spring semesters are not considered overload assignments.~~
3. ~~Faculty members may teach up to eighty percent (80%) of a full-time instructional load per instructional term. However, if multiple terms overlap, the total instructional load an instructor holds during the combined overlapping terms may not equal more than eighty percent (80%) of a full-time instructional load. Requests to teach more than eighty percent (80%) of a full-time instructional load may be approved by the faculty member's dean on a case-by-case basis. Credit for large lecture as described in Section III.D, 4 of this article will not count within the eighty percent (80%) limitation.~~
4. ~~Compensation will be calculated and compensated with LHE in accordance with the Full-time Overload/Overload/Part-time Non-classroom Academic Salary Schedule (see Appendix A) according to the following ratio:~~

| Contact Hours | Hours of Pay |   |
|---------------|--------------|---|
| Lecture       | 1            | 1 |
| Laboratory    | 1            | 1 |
| Practicum     | 1            | 1 |

| <u>Clock Hours</u> | <u>Hours of Pay</u> |
|--------------------|---------------------|
|--------------------|---------------------|

Tutorial (as described  
in Article XV, Section II,  
subsection C above)

2

1

Library

1

1

Counseling

1

1

Learning Disability

1

1

~~D15.8.~~ Unpaid Work Exchange: ~~Each Dean will maintain a pre-approved agreed-upon substitute list.~~

a. Faculty members ~~may~~ shall request an exchange in writing.

b. The request form (~~Appendix C~~) must have ~~the signatures~~ written approval of both parties and the dean.

c. ~~It is agreed that~~ The exchange is on an hour-for-hour basis and will be completed before the end of the following semester.

d. A faculty member may participate in no more than four (4) unpaid exchanges for any one section during any academic year.

e. Unpaid faculty exchanges will not affect regular compensation or leaves as described in Article XXIX, Leaves.

~~V15.9.~~ Compensated Duties Beyond Instructional Assignments

~~Aa.~~ Faculty members may accept additional duties and responsibilities in a specific activity including but not limited to chairing, directing, or coordinating.

~~Bb.~~ Forms of Compensation for Duties beyond Instructional Assignments

~~(1).~~ Stipend: When a faculty member accepts a stipend assignment the following conditions apply:

~~(a).~~ The Dean will assign and approve all stipends in his/her area.

~~(b).~~ All stipends will be in addition to the faculty member's workload assignment.

~~(c).~~ Faculty members must sign a stipend contract which will include stated outcomes such as expectations, objectives and dates of completion of the assignment, and which will require the faculty member to verify completion and/or satisfaction of the assignment

to the designated administrator for that assignment under penalty of perjury.

(d) Compensation for stipends shall be calculated at one-half of the highest hourly rate on the Part-Time Non-Classroom Tutorial Academic Salary Schedule (Appendix A).

(2)- Reassigned Time: Reassigned time is intended for those faculty members performing duties which require additional time, and a corresponding reduction in the amount of time assigned to normal contractual duties.

(a)- Reassigned time may be recommended by the College President and approved by the Chancellor or appropriate administrator.

(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 appropriate administrator.

(c)- Faculty members receiving reassigned time will be eligible for additional workload assignments.

(d)- The Dean and faculty member will develop a work schedule that will provide the appropriate time for the faculty member to complete the activities identified in the reassigned project. For example: If a faculty member's reassignment activities include scheduled meetings for every Tuesday during the semester, at a time during which there is no assigned contractual duty, then there shall be no conflicts with the assignment.

(e)- The reassigned time allocated to the bargaining unit as described in Article VI, Section GG [KL38] [RN39] 6.7, may not be converted to a stipend.

#### Cc. Department Chair Compensation

(1)- Chair duties will be compensated by stipend or reassignment or a combination thereof. If a chair accepts reassignment, he or she may not be assigned classes as overload while he or she serves as chair with reassignment. Chairs with reassignment may still accept large lecture compensation, as determined by the dean. Chairs with reassignment may, in exceptional circumstances, have a portion of a class compensated as overload as necessary to make load.



- (2)- Compensation for department chairs will be based on the highest rate from the ~~Full-time Overload~~/Part-time Non-classroom Tutorial Academic Salary Schedule (**Appendix A**).

~~(33)-~~ [KL40] **Regular Term Department Chair Compensation**

During the regular term, department chair compensation will be calculated according to the table below. The total amount of compensation will be derived by combining the amount of LHE earned in each of the four listed categories, as determined by the department's placement in each category on the table. Additional duties beyond those described by these categories will be compensated as described in Section 5 below

|                            | ptWFCH             | Sections           | Courses           | FTES                | LHE  |
|----------------------------|--------------------|--------------------|-------------------|---------------------|------|
| <b>Tier <del>65</del></b>  | 400+               | 200+               | 80+               | 800+                | 2.5  |
| <b>Tier <del>54</del></b>  | 300-399            | 150-199            | 60-79             | 600-799             | 2    |
| <b>Tier <del>43</del></b>  | 200-299            | 100-149            | 40-59             | 400-599             | 1.5  |
| <b>Tier <del>32</del></b>  | 100-199            | 50-99              | 20-39             | 200-399             | 1    |
| <b>Tier <del>2-1</del></b> | <del>50</del> 1-99 | <del>25</del> 1-49 | <del>10</del> -19 | <del>100</del> -199 | 0.5  |
| <b>Tier 1</b>              | 1-49               | 1-24               | 1-9               | 1-99                | 0.25 |

In which:

“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 ~~Full-time Overload~~/Part-time Non-classroom Tutorial 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:

|                     | PT-WFCH | Section<br>s | Courses | FTES    |
|---------------------|---------|--------------|---------|---------|
| Values              | 321     | 27           | 35      | 250     |
| Placement           | Tier 5  | Tier 2       | Tier 3  | Tier 3  |
| Compensation        | 2       | 0.5          | 1       | 1       |
| Total Compensation: |         |              |         | 4.5 LHE |

(44)-[KL41]

### 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 15.9.c.3 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 15.9.c.5 below.

|               | ptWFCH | Sections | LH<br>E |
|---------------|--------|----------|---------|
| <b>Tier 6</b> | 400    | 200      | 2       |
| <b>Tier 5</b> | 300    | 150      | 1.6     |
| <b>Tier 4</b> | 200    | 100      | 1.2     |
| <b>Tier 3</b> | 100    | 50       | 0.8     |
| <b>Tier 2</b> | 50     | 25       | 0.4     |
| <b>Tier 1</b> | 1      | 1        | 0.2     |

(55)-[KL42]

### 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 15.9.c.3 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:

CTE: Coordinate advisory committees

CTE: Coordinate paid and volunteer support staff (including lab technicians)

CTE: Coordinate off-campus instructional site locations

CTE: Coordinate programs, certificates and degrees completed at off-campus locations

CTE: Coordinate college/community service for a department, college or the District (including wardrobe, food service and filming)

CTE: ~~coordinate~~ KL43 ~~coordinate~~ program specific accreditation for programs (Nursing or EMT programs)

Additional duties not covered by ptWSCH, Sections, Courses or FTES as appearing in Section 15.1 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.

Dd. Certain specific faculty positions are designated as “Coordinator” positions (for example, EOPS coordinator). Those specific positions may receive up to 100% reassignment as required by the coordinated program, as determined by the appropriate Vice President.

~~VII.— Part-time Workload: The Dean has the right to assign and approve each part-time faculty member’s workload and particular assignment(s). Part-time faculty members may be assigned lecture and non-lecture workload assignments. The following conditions apply:~~

~~A.— Part-time faculty members may accept employment and workload assignments. However, there are no guarantees for part-time assignments. The following consideration, order of employment (offer), and conditions apply in order of priority:~~

~~1.— Full-time faculty members will receive their assigned workloads and appropriate overload(s) for the fall and spring semesters, and full-time faculty will be given first consideration for summer assignments.~~

<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, 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.

2. ~~Then consideration shall be given to returning part-time faculty who have received a rating of satisfactory or better during the prior three consecutive evaluation periods.~~

3. ~~All other part-time faculty will be considered for assignment.~~

B. ~~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.~~

C. ~~The Dean may not cancel the assignment of any part-time faculty member for the purpose of providing a full-time faculty member with overload.~~

D. ~~A maximum assignment will be no more than sixty-seven (67%) of a full-time workload, or ten (10) equivalent LHE, per semester (Calif. Ed. Code, Section, 87482.5).~~

E. ~~Part-time faculty members may provide service in professional ancillary activities and be compensated for such services which will not impact their status as a temporary employee (Calif. Ed. Code Section 87482.5).~~

F. ~~A retiree from the District who seeks part-time assignments will be required to have a medical certificate on file with Human Resources (see Calif. Ed. Code Section 87408.5).~~

G. ~~Part-time assignments will be calculated and compensated by the following ratio:~~

Contact Hours \_\_\_\_\_ Hours of Pay

|            |   |   |
|------------|---|---|
| Lecture    | 1 | 1 |
| Laboratory | 1 | 1 |
| Practicum  | 1 | 1 |

Clock Hours \_\_\_\_\_ Hours of Pay

|  |   |   |
|--|---|---|
| Tutorial(as described in Article XV, Section II, subsection C above) | 2 | 1 |
| Library  | 1 | 1 |
| Counseling   | 1 | 1 |
| Learning Disability  | 1 | 1 |

~~VIII~~15.10. ~~Course Content and, Copyright Materials, and Intellectual Property Rights~~

- a. The District and the Association have a mutual interest in establishing an environment that fosters the creation of intellectual property by faculty members, and have agreed to the following provisions to establish, clarify and protect ownership rights to that intellectual property.

b. Definitions

- (1) “Intellectual property” shall mean any instructional materials, any work, and any invention.
- (2) “Instructional materials” are those original materials a faculty member creates to perform his or her assignment including but not limited to 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.
- (3) 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.
- (4) 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.
- (5) A “work or invention for hire” is one for which the faculty member has entered into a specific agreement to receive compensation from the 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.
- (6) “Extraordinary support” means financial support over and above the cost 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~~ inventions<sup>[KL44]</sup>. Salary paid to a faculty member during an approved sabbatical will not be considered extraordinary support.

1. Course outline and course content

- a. Course Outline of Record (Curriculum) as described in 5 CCR §55002, is the property of the District.

- b. ~~Any instructional material developed by a faculty member to instruct, support, and/or deliver courses, including DE courses, shall remain the exclusive property of that faculty member, unless the faculty member and the District have reached a prior alternative agreement regarding ownership of specific instructional material.~~
- e. ~~The college will have the right of “non-exclusive license” to course content for a period of one year after course completion only for the purpose of allowing students to complete a course for which the content was created and when the faculty member is no longer available to complete the course.~~

2. ~~Copyright Ownership~~

- a. ~~Any material created outside of the faculty member’s employment with the District is the exclusive property of the faculty member.~~
- b. ~~Unless the faculty member and the District reach a specific alternative agreement prior to the creation of the material, any material created by a faculty member using District resources or support remains the exclusive property of that faculty member.~~

IX. ~~Cooperative Work Experience~~

~~CWE is a program for awarding college credit for paid and unpaid work experience to enrolled students. A CWE course is part of the existing state approved curriculum and will enroll at least one (1) but no more than thirty (30) students.~~

c. Copyright and Intellectual Property Ownership

(1) Faculty Ownership

- (a) Faculty members will have ownership of any intellectual property, excluding “works or inventions for hire,” created in connection with and in support of teaching courses or other duties as employees of the District.
- (b) Notwithstanding relevant provisions of the Copyright Act (Title 17, United States Code) and the Patent Act (Title 35, United States Code), except as provided in ~~section X.3.b.i15.10.c.(2).(a)~~ [KL45][RN46] below, the faculty member will have the exclusive property right to any and all intellectual property that is the original product of her or his mind, time, talent, and effort, including the right to all royalties from the distribution, lease, or

sale thereof, and except as otherwise provided in this Article, the District waives any property right to any such intellectual property. The District will have no claim of ownership to intellectual property produced by a faculty member under a grant awarded exclusively to that faculty member without fiscal participation by the District. The District will have no claim of ownership to intellectual property produced by a faculty member during a sabbatical unless that intellectual property has been developed as a “work or invention for hire.”

- (c) No intellectual property will be a work or invention for hire unless the District has entered into a written agreement with the faculty member(s). In the absence of such an agreement, the intellectual property will be the ~~be~~<sup>[KL47]</sup> property of the faculty member(s) who create(s) it. No faculty member will be involuntarily assigned to create a work or invention for hire.

(2) District ownership

- (a) In the absence of a specific separate agreement between the faculty member(s) and the District as described in ~~X.3.e.ii~~<sup>15.10.c.(3).(b)</sup> [KL48] below, the District will have sole rights to and ownership of any intellectual property created as a work or invention for hire.
- (b) The District will own the copyright to any work, such as a course outline of record, District or college administrative policy, or District or college information brochure formally reviewed by the District or the colleges for the purpose of inclusion in its curriculum, administrative or promotional material, or Board of Trustees, District or college policy.
- (c) The college will have the right of “non-exclusive license” to course content for a period of one year after course completion only for the purpose of allowing students to complete a course for which the content was created and when the faculty member is no longer available to complete the course.

(3) District and a Faculty Member Ownership

- (a) In the absence of a specific separate agreement between a faculty member and the District as described in <sup>15.10.c.(3).(b)</sup> ~~[KL49]X.3.e.ii~~<sup>[KL50]</sup> 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.

- (b) 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.
- (c) If the creation of intellectual property requires rights (e.g., re-publication 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

- (a) 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.
- (b) The faculty member may request of the District exemption from this requirement, and the District may agree to exempt the faculty member from identifying her or his affiliation with the District or the college.
- (c) The District may require the faculty member not to identify her or his relationship with the District, and the faculty member will agree not to use the District's or college's name, or will stop using the District's or college's name as soon as reasonably possible.~~A-~~  
~~———— The following conditions apply to all faculty members:~~
  - ~~1. ——— Mutual consent of the faculty member and the Dean is required.~~
  - ~~2. ——— Enrollments and the combination of sections will be monitored and determined by the Dean on Census Day for assignment of workload.~~



3. ~~Faculty members assigned CWE courses are responsible for in-person consultation (at the job site) with the employer or designated representative(s) to discuss students' educational growth on the job at least once per semester unless:~~
  - a. ~~they have been at the worksite previously;~~
  - b. ~~the student is repeating the course at the employer's worksite;~~
  - c. ~~the work site has been the site of numerous previous assignments by other students at the College;~~
  - d. ~~the worksite location is greater than fifteen (15) miles from the College;~~
  - e. ~~the faculty member and student are on different work schedules;~~
  - f. ~~the faculty member and student are working in a virtual offices; or~~
  - g. ~~in case of emergency or security of the instructor/student.~~

~~Under one of these circumstances, the faculty member may use alternative means to consult, such as the telephone, teleconference, partner with instructors from other colleges or e-mail/internet.~~

4. ~~The faculty member must submit all appropriate documentation according to CCR, Title 5, Section 55256.~~
  5. ~~Compensation for CWE instruction is .10 LHE as listed in the Full-time Overload/Part-time Non-classroom Academic Salary schedule (Appendix A) per student per term. Compensation will be made upon submission of all appropriate documentation, assignment obligations, grades and required documentation to the Dean.~~
- B. ~~The following conditions apply to full-time faculty members only:~~
1. ~~CWE may only be taught as an overload assignment; it may not be considered as part of a full-time faculty member's regular workload.~~
  2. ~~Summer assignments will be limited to one (1) CWE class, consisting of one or more sections. Compensation for CWE instruction is .10 LHE as listed in the Full-time Overload/Part-time Non-classroom Academic Salary schedule (Appendix A) per student per term.~~

## **ARTICLE XVI PART-TIME FACULTY**

I.16.1. General Provisions

Each part-time faculty member shall be covered by all of the provisions of this agreement which relate to part-time, temporary, and partial contracts.

II.16.2. Right of Assignment: The Dean has the right to assign and approve each part-time faculty member's workload and particular assignment(s) each semester (see ~~Article XXV, Section VH15.47~~<sup>[RN51]</sup>).

III.16.3. Workload (see Article XV)

IV.16.4. Evaluations (see Article XVII)

V.16.5. Part-time Faculty Consideration in Filling Full-Time Faculty Vacancies

Aa. Information regarding academic full-time vacancies at all colleges in the District shall be made available to all part-time faculty on the District Web page and for those who request it from Human Resources.

Bb. Part-time faculty members who apply for a vacant position will be granted an interview. The following conditions apply:

- (1). The part-time faculty member must possess the required minimum qualifications for the position.
- (2). The part-time faculty member must have completed ten (10) or more semesters of service to the district.
- (3). The part-time faculty member must have received an overall rating of "~~Satisfactory~~<sup>[RN52]</sup> Meets Standards" or better in their most recent evaluation.<sup>2</sup>
- (4). Points earned in the paper review process will move forward to the next step. In the event when a candidate's paper review score is less than the cut score for interviews, the candidate will be informed and can elect to continue with the interview process or have his/her name removed from the interview list.
- (5). There will be no other special advantage in the process.

VI.16.6. Benefits (see ~~Article XXXVII~~<sup>[RN53]</sup>)

VII.16.7. Wages (see ~~Article XXXVIII~~<sup>[RN54]</sup>)

## ARTICLE XVII

<sup>2</sup> May be amended by MOU as necessary

## EVALUATIONS

### Probationary, Tenured and Part-Time

[Per signed TA dated 12/07/18] [KL53]

#### Purpose

The primary purpose of the evaluation of faculty is the continued improvement of instruction and instructional support services.

#### I.17.1. 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.

#### Aa. 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 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 academic year, usually during the academic year following the semester of hire.

#### (2)- Step Two – Second Contract (one year)

If ~~the Board approves~~ the probationary faculty member ~~to return for the following year~~ is not notified of the Board's decision not to issue a contract for the following academic year on or before March 15<sup>th</sup> [KL54] of his or her first year, he or she is issued a second one-year contract (§§87608 and 87610(a)).

#### (3)- Step Three – Third Contract (two years)

If ~~the Board approves~~ the probationary faculty member ~~to return for the following year~~ is not notified of the Board's decision not to issue a contract for the following academic year on or before March 15<sup>th</sup> [KL55] of the second year, he or she is issued a third, two-year contract (§§87608.5 and 87610(a)).

(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 (§§[RN56] 87609 and 87610).

Bb. Tenure Review Committee (TRC)

A Tenure Review Committee (TRC) will follow the candidate(s) through the ~~four~~ entire probationary period years. 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 ~~appointed by the Dean and will be~~ comprised of no fewer than four ~~three~~ persons:

- (1)- The ~~dean~~ Dean [KL57], who is a voting member, [KL58] is responsible for overseeing the evaluation process, collecting all evaluation materials, and submitting the annual Faculty Performance Evaluation report as prepared by the TRC, including a recommendation regarding the continued employment of the probationary faculty member.

(2)- ~~NThe Dean and~~ no fewer than two (2) tenured faculty members from the Department and/or Division/School, or related department and/or Division/School, who will serve as voting members. The appointment of these faculty members will follow consultation and consensus between the Dean and the department chair(s).

(3)- In addition, the probationary faculty member, ~~in consultation with the department chair,~~ will be responsible for selecting-appoint a full-time faculty member of the school/division to serve as a ~~faculty~~ mentor, ~~who-~~ The mentor will be a non-voting member of the TRC, and will serve as an advisor and advocate for the probationary faculty member. Probationary faculty members may replace their faculty mentor at their discretion.

(4) [RN59] If a voting faculty member of the TRC becomes unavailable or unable to continue, the dean shall appoint a replacement faculty member in consultation and consensus with the department chair(s).

#### €c. Probationary Faculty Evaluation Components

(1)- Self-evaluation

(a)- It is essential that each probationary faculty member take full responsibility for the appropriate portions of his/her tenure review process.

(b)- The probationary faculty member will submit to the TRC a portfolio including a report of college, District or committee service; accomplishments (such as publications, exhibitions or performances) awards and achievements; appropriate class materials such as sample syllabi and assignments; goals and objectives for the next evaluation cycle; mentoring opportunities; and other pertinent documents.

(2)- Instructional activity observations

a. —The TRC will conduct scheduled classroom/worksite/electronic visitation(s) as needed and submit written comments to the Dean.

(ia)- The faculty member and the TRC 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 with his/her abilities.

(ib)- Each evaluation shall include at least one (1) observation, lasting at least fifty (50) minutes. For on-line classes, the probationary

faculty member will present the course to the member(s) of the TRC during an observation lasting at least fifty (50) minutes.

(3) Student Evaluation

- (a) Student evaluations will be arranged through the appropriate Dean's office, and be conducted in each class during the fall and spring semesters, or for those faculty members who engage in instruction outside of the traditional classroom, in the equivalent of a class, during the probationary period. The objective will be to determine the student response to areas such as the fulfillment of the stated and distributed course objectives, effective communication, and respect for students' rights and needs.
- (b) These student evaluations will be made available for the probationary faculty member and the non-voting mentor TRC member to review, and will be shared with the TRC.
- (c) The student evaluations will be available to the District during the probationary process (i.e., through the granting of tenure or non-renewal), but are the property of the probationary faculty member, and will be returned to the probationary faculty member at the end of the semesterprobationary process.

(4) Report preparation

- (a) The TRC will complete a Faculty Performance Evaluation report, including a recommendation of continued employment, based upon:
  - i. the materials from the probationary faculty portfolio;
  - ii. results of observations;
  - iii. items relevant to the instructional duties assigned to the probationary 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 and the appropriate job posting;
  - 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

regarding participation in curriculum or student learning outcome processes must be verified and documented.

(b)- 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 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 to the inclusion of this information in the evaluation report.

(5)- Follow up procedures

(a)- If the faculty members' performance receives an overall rating requiring improvement below "Meets Standards," the TRC will develop a performance improvement plan, including follow-up activities, dates of completion, and measurable outcomes to address those performance issues requiring correction. A performance improvement plan may be developed by the TRC for a rating below "Meets Standards" in any individual category. A performance improvement plan shall not be required for probationary faculty members who have been notified that they will not be recommended for further employment with the District.

(b)- The TRC will meet with the probationary faculty member to discuss the summary report.

(c)- On behalf of the TRC, the dean-Dean<sup>[KL60]</sup> will forward recommendation(s), with appropriate supporting documentation, to the appropriate Vice President and President.

(d)- An additional evaluation may be scheduled during the spring semester if desired by the TRC.

(6)- Administration Review

(a)- The appropriate Vice President will:

i. review recommendation(s),

- ii. forward recommendation(s), including his/her recommendations based upon his/her direct observation, to the President.

~~(b)-~~ The President will:

- i. review recommendation(s),
- ii. forward recommendation(s), including his/her recommendations based upon his/her direct observation, to the Chancellor.

~~(c)-~~ The Chancellor will:

- i. review recommendation(s),
- ii. forward recommendation(s), including his/her recommendations, to the Board of Trustees.

#### ~~Dd.~~ Evaluation Timelines

The ~~Vice President or Dean~~<sup>[KL61]</sup> will initiate the course of action to establish the tenure review process for each newly hired faculty member. Except for submission of the recommendation from the TRC by December 15 as described in subsection<sup>[KL62]</sup> (h) below, the evaluation timelines in this article are recommended guidelines only.

#### ~~(1)-~~ First ~~Academic Contract~~ Year

~~(a)-~~ For those faculty members whose first contract is issued in the spring semester, the faculty member's initial spring semester and the following academic year will be considered their first contract year.

~~(b)~~ The TRC meets with the new faculty member (and throughout the four year process as appropriate).

~~(bc)-~~ TRC membership is reported by the Dean to the appropriate vice president for each new faculty member by September 15th.

~~(ed)-~~ The TRC meets with the faculty to discuss the process, format, objectives, timelines and expectations.

~~(de)-~~ The probationary faculty portfolio shall be submitted to the TRC by November 1~~st~~.



- (ef)- Observations are completed and returned to the Dean by November 15<sup>th</sup>.
- (fg)- Post-visit discussions to be held with the faculty member prior to December 1.
- (gh)- Student evaluations are to be conducted prior to December 1.
- (hi)- The TRC reaches its recommendation and completes a written report by December 15<sup>th</sup>.
- (ij)- The recommendation of renewal or non-renewal is submitted by the Dean-dean<sup>KL63</sup> to the appropriate Vice President and the President no later than December 20<sup>th</sup>.
- (jk)- Letter of non-renewal or one (1) year renewal will be sent no later than March 15<sup>th</sup>. If the probationary faculty member is not notified of the Board's decision not to issue a contract for the following academic year on or before March 15 of his or her first contract year, he or she will be issues a second one-year contract.
- (kl)- A new faculty member whose initial hire date begins with the spring semester will be evaluated during the spring semester and again during the fall semester of the subsequent academic year.
- (2)- Second ContractAcademic Year
  - (a)- Follow e, d, e, f, g and hthe same timeline as of the first contract year.
  - (b)- Second semester: a letter of non-renewal or two (2) years renewal will be sent no later than March 15<sup>th</sup>. If the probationary faculty member is not notified of the Board's decision not to issue a contract for the following academic year on or before March 15 of his or her second contract year, he or she will be issues a third, two-year contract.
- (3)- Third Academic-Contract Year
  - a. — Follow e, d, e, f, g and h ofthe same timeline as the first contract year.
- (4)- Fourth Academic-Contract Year
  - (a)- Follow the same timeline ase, d, e, f, g and h of the first contract year.

- (b)- Documentation of all employment conditions such as, completion of degree along with all the appropriate materials to the Director of Human Resources no later than February 1<sup>st</sup>.
- (c)- Second semester: a letter of tenure or non-renewal sent no later than March 15<sup>th</sup>. If no notice is received on or before March 15 of the fourth year, the faculty member will return in the fall of the subsequent academic year as the regular tenured employee.

e. Violations of the Evaluation Process. KL64

Allegations that the District has not complied with the evaluation procedures shall be processed through the grievance procedure in this Agreement. While violations of these evaluation procedures may be subject to the grievance procedure, a non-substantive error in the evaluation shall not be grievable. The parties recognize that there are many deadlines and procedural requirements in the process and that peers are involved. While the parties expect the process to be followed as written, they recognize that a non-substantive procedural error could occur but may not require a change in the result. A "substantive error," described as one which, if not made, could have changed the result.

H.17.2. Tenured Faculty Evaluation

The tenured faculty evaluation process is designed to improve the teaching/ learning process and delivery of student services, to provide a basis for professional growth and development, and to comply with California State Community College laws and regulations.

Aa. Tenured Faculty Evaluation Process

(1)- Self-evaluation

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/worksites/electronic visits as described below:

(ia)- The 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.

- ~~(ii)~~ 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)~~ Student evaluations will be arranged through the appropriate Dean's office, and be conducted in each class during the fall and spring semesters, or for those faculty members who engage in instruction outside of the traditional classroom, in the equivalent of a class, during the academic year in which the evaluation is conducted.

- ~~(b)~~ These student evaluations will be made available for the faculty member ~~to review~~<sup>[KL65]</sup> and one tenured faculty member serving as a peer reviewer from the department or division/school, or from a related department or division/school selected by the evaluatee. The selected faculty member shall review the student evaluations and sign a verification indicating that they have reviewed and discussed the student evaluations with the member being evaluated. The signed verification shall be submitted by the evaluatee as part of the faculty portfolio.

- ~~(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.

~~(4)~~ Report preparation

- ~~(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 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 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 processes must be verified and documented.

(b) 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 ~~dean~~ Dean <sup>[KL66]</sup> 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.

(5) A faculty member may also elect to have a second evaluation by a tenured faculty member of his/her choice. This second evaluation is intended for improvement of faculty members and it may become a part of the personnel file only at the request of the faculty member being evaluated.

#### Bb. Follow-up Procedures

(1) If a tenured faculty member receives an overall rating ~~requiring improvement~~ below "Meets Standards," the Dean will develop a Performance Improvement Plan including follow-up activities with dates of completion, and measurable outcomes to address those performance issues which need improvement. A performance improvement plan may be developed by the Dean for a rating below "Meets Standards" in any individual category.

(2) The faculty member receiving an overall rating ~~requiring improvement~~ below "Meets Standards" will be evaluated again within twelve (12) months.

- (3)- In the subsequent evaluation, if the faculty member does not receive an overall rating of “~~Satisfactory~~Meets Standards” or better, the faculty member will not be eligible for any overload assignments until such time as future evaluation results in an overall “~~Satisfactory~~Meets Standards” or better.

Cc. Evaluation Timelines

- (1)- The ~~Vice President or Dean~~<sup>[KL67]</sup> will initiate the tenured faculty evaluation process every three (3) years.
- (2)- The evaluation process must be completed within one year of its initiation, or the process must begin anew.

d. Violations of the Evaluation Process<sup>[KL68]</sup>

Allegations that the District has not complied with the evaluation procedures shall be processed through the grievance procedure in this Agreement. While violations of these evaluation procedures may be subject to the grievance procedure, a non-substantive error in the evaluation shall not be grievable. The parties recognize that there are many deadlines and procedural requirements in the process and that peers are involved. While the parties expect the process to be followed as written, they recognize that a non-substantive procedural error could occur but may not require a change in the result. A “substantive error,” described as one which, if not made, could have changed the result.

III.17.3. Part-Time Faculty Evaluations

The part-time faculty evaluation process is designed to improve the teaching/ learning process and delivery of student services, and to provide the part-time faculty member a basis for professional growth and development.

Aa. Part-time Faculty Evaluation Process

(1)- Self-evaluation

~~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:

~~(i)a.~~ 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.

~~(i)b.~~ 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 ~~to review.~~<sup>[KL69]</sup> and one tenured faculty member serving as a peer reviewer from the department or division/school, or from a related department or division/school selected by the evaluatee. The selected faculty member shall review the student evaluations and sign a verification indicating that they have reviewed and discussed the student evaluations with the member being evaluated. The signed verification shall be submitted by the evaluatee as part of the faculty portfolio.

~~(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

~~(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~~Dean<sup>[KL70]</sup>, 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 "~~Satisfactory~~Meets Standards" or better on his or her most recent evaluation,
- iii. The full-time faculty member is approved by the appropriate ~~dean~~Dean<sup>[KL71]</sup>,
- iv. Department chairs will have the first right of refusal for all evaluations of part-time faculty members in their areas,

- v. In the event that an evaluation results in the ~~determination that the~~ evaluated part-time faculty member receiving an overall rating below "Meets Standards" ~~requires improvement,~~ <sup>[KL72]</sup> the evaluation process will revert to the ~~dean~~ Dean <sup>[KL73]</sup>, who will complete the evaluation.

Bb. ~~-For those part-time faculty members with priority rehire eligibility as described in Article XV, evaluation procedures in relation to continued priority rehire eligibility status will be as described in Article XV.~~

c. Evaluation Timelines

- (1)- Each part-time faculty member shall be evaluated during the first semester of his/her first assignment at that college.
- (2)- Subsequent reviews will be every sixth semester during which an instructional assignment is held, and no fewer than one in every four years. Out-of-sequence evaluations may also occur as needed if approved by the Vice Chancellor of Human Resources in consultation with the Association.

**ARTICLE XVIII  
PERSONNEL FILES**

I.18.1. General Provisions

- Aa. The District shall not base any punitive action against a faculty member upon materials which are not contained in the faculty member's personnel file. Any punitive action against a faculty member shall be taken in conformance with legal requirements.
- Bb. There shall be only one official personnel file for each faculty member. This file shall be locked in a central location.

H.18.2. Access to Files and Release of Personnel Information

- Aa. The faculty member shall have access to his/her file at reasonable intervals and at reasonable times, with reasonable advance notice subject to the following restrictions:
- (1)- The employee shall not have the right to inspect personnel records at a time when the employee is actually required to render services to the District.



(2)- The employee shall not have the right to inspect materials the access to which is specifically excluded by federal or state regulation or statute.

Bb. Representatives of the Association shall have access at reasonable intervals and at reasonable times, with reasonable advance notice, to said file with the faculty member's written authorization.

Cc. Management's access to a faculty member's personnel file shall be restricted to authorized administrators, authorized personnel office staff, and the faculty member's immediate supervisor. The information and contents of a faculty member's personnel file may not be released to anyone else without the faculty member's express prior written consent, or in order to comply with a legal requirement such as a court order.

### III.18.3. Placement of Material in Personnel Files

Aa. Any material placed in a faculty member's file must be signed and dated. A copy shall be given to the faculty member prior to the time of insertion in the personnel file.

Bb. Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter into his or her personnel file, and have attached to any derogatory statement, his or her own comments. A faculty member who alleges that information in his/her personnel file is false or erroneous, shall have the right to file a grievance for the purpose of having such information rectified or expunged. Nothing herein shall limit the right of a faculty member to grieve disciplinary actions, including but not limited to documents which are punitive or disciplinary in nature.

Cc. A faculty member shall have the right to place in the file such material, within reason, as he/she determines may have a bearing on his/her position as a faculty member.

## **ARTICLE XIX TRANSFERS**

### I.19.1. General Provisions

A lateral transfer refers to any administrative or Board action which results in the movement of a faculty member from one immediate supervisor or site to another. A transfer may be initiated by the faculty member ("voluntary") or by the District ("involuntary").

~~II.19.2.~~ Voluntary Lateral Transfers: A faculty member may request a voluntary lateral transfer to a new or vacated position to take effect at the beginning of the next academic semester.

~~Aa.~~ The request for voluntary lateral transfer may be initiated at any time.

~~Bb.~~ All requests for voluntary transfers shall be considered on the basis of (1) minimum qualifications as defined in 5 CCR §53410, (2) reasonableness, and (3) seniority.

~~Cc.~~ No faculty member shall be overtly or indirectly coerced by management to seek a voluntary lateral transfer.

~~Dd.~~ If a voluntary transfer request is denied, the faculty member, upon request, shall be provided with the reasons for the denial.

~~III.19.3.~~ Involuntary Lateral Transfers: Transfers shall not be punitive or disciplinary in nature. They shall be based on the educational needs of the District.

~~Aa.~~ A faculty member may be involuntarily laterally transferred provided (1) minimum qualifications as defined in 5 CCR §53410, (2) reasonableness, and (3) seniority have been appropriately considered.

~~Bb.~~ Faculty members to be involuntarily laterally transferred shall have the right to indicate preferences from a list of vacancies, and the District shall honor such requests on the basis of (1) required minimum qualifications, (2) reasonableness, and (3) seniority.

~~Cc.~~ A faculty member to be involuntarily laterally transferred shall be given the reasons for the transfer.

~~Dd.~~ An involuntary lateral transfer shall result in compensation at the appropriate compensatory step and column.

## **ARTICLE XX TRAVEL**

~~I.20.1.~~ Faculty members shall be reimbursed for all actual and necessary expenses incurred while on District approved travel as defined in Board Policy.

~~II.20.2.~~ Current IRS rates will be used for private automobile mileage reimbursement.

~~III.20.3.~~ Faculty members shall be covered under Worker's Compensation Insurance as provided by law.

~~IV.20.4.~~ If the District requires a faculty member to drive a District vehicle and special California driver's license is required to drive that vehicle, the District shall pay the costs involved in obtaining the license, including the cost of the license.

## **ARTICLE XXI SAFETY**

~~I.21.1~~ Faculty member safety is a primary concern of the District and the Association.

~~H.21.2.~~ The District agrees to comply with applicable federal, state, and local laws and regulations affecting faculty member safety in providing and maintaining safe working conditions and equipment.

~~III.21.3.~~ A faculty member who notices any unsafe condition(s) shall report the condition immediately to the immediate supervisor or the Campus Safety Coordinator.

~~IV.21.4.~~ Each faculty member shall adhere to the District's safety rules and policies for the well-being of the students and faculty member of the District, and shall attend all scheduled District safety training sessions which are related to their assignments, as required by law, regulation or for insurance/risk management compliance.

## **ARTICLE XXII LAY-OFF PROCEDURES**

Should the District institute a layoff of full-time faculty, the statutory guarantees contained in the California<sup>[KL74]</sup> Education Code as applicable to Community College Districts are incorporated into this Agreement and shall apply.

~~I.22.1.~~ Faculty Service Areas (F.S.A.)

All faculty in the South Orange County Community College District are in one Faculty Service Area (F.S.A.).

## **ARTICLE ~~XXIII~~<sup>[KL75]</sup> DISCIPLINE PROCEDURES**

~~I.23.1.~~ The statutory guarantees contained in the California Education Code applicable to the disciplining of District full-time faculty members are incorporated into this Agreement and shall apply to tenured and non-tenured faculty.

~~H.23.2.~~ No full-time faculty member shall be dismissed or penalized unless the District has fulfilled its obligations to evaluate such faculty member in accordance with the procedures outlined in Article XVII, Evaluations.

## **ARTICLE XXIV**

## FEDERAL AND STATE STATUTES REGARDING HARASSMENT AND DISCRIMINATION

The Board of Trustees and the Faculty Association agree that the District will strictly adhere to federal and state statutes and guidelines regarding sexual harassment and discrimination.

### ARTICLE XXV GRIEVANCE PROCEDURES

#### H-25.1. <sup>[KL76]</sup> General Provisions

A grievance is a formal written allegation by a grievant who alleges a violation, misapplication or misinterpretation of a specific article, section, or provision of this Agreement.

Aa. The purpose of this procedure is to secure, at the lowest possible level, an equitable resolution of a grievance. Both parties agree that these proceedings will be kept as informal and confidential as appropriate at any level of the procedure.

Bb. Actions to challenge or change the policies of the District as set forth in law, policies, rules and regulations and procedures not contained within this Agreement, and/or actions for which another process is provided by law (e. g., discrimination) must be undertaken under separate processes.

Cc. This grievance procedure may be used to dispute a decision regarding the granting of tenure.

Dd. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with the appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is consistent with the terms of this Agreement and that the Association has been given an opportunity to review the grievance, the proposed resolution, and state its view.

Ee. Prior to filing a grievance at Level I below, the grievant is encouraged to discuss the potential grievance with his/her ~~dean~~ <sup>Dean</sup> <sup>[KL77]</sup> or appropriate supervisor, either directly or through the Association's grievance representative or designee, with intent to resolve the grievance informally.

If the grievant is not satisfied with the disposition of the potential alleged grievance at the informal level, the grievant may file a formal grievance in accordance with the provisions of ~~Section 25.4.a.IV(A)~~ of this article.

Ff. The grievant may be represented by an Association representative at all levels of the grievance procedure under ~~Section 25.4~~ <sup>IV</sup> below. Should the Association waive its rights to be present and/or state its view at any one stage of the

procedure, the Association shall retain the right to do so at any or all subsequent stages of the grievance procedure.

- Gg. If a grievance arises from action or inaction by the District administration, the aggrieved person shall submit such grievance directly to the Association and the Chancellor or designee, and if necessary this grievance shall continue as specified in Level III (see Item 25.4.c, IV, Section C, below).
- Hh. If the grievance arises from action or inaction by the Chancellor, the grievance shall be submitted directly to the Association and to the Chancellor or designee. In the event that the grievance is not resolved between the grievant and/or the Association and the Chancellor or designee, the grievance will be submitted to the Board of Trustees through the Board President. If necessary, this grievance shall continue as specified in Level IV (see Item 25.4.d, IV, Section D, below).
- Ii. No reprisals of any kind will be taken by the Board, the Chancellor, any member or representative of the administration of the District, or by the Association, its officers or its members against any aggrieved person, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason for such participation.

#### III.25.2. [KL78] Scheduling of grievance meetings

- Aa. Every effort will be made to schedule meetings for the processing of grievances at times that will not interfere with the regular assigned duties of the participants.
- Bb. In accordance with Article VI (Association Rights), the Association representative will, upon reasonable notice to the appropriate Dean[KL79], be released from duties without loss of pay to attend meetings.
- Cc. If the grievance meeting must be held at a time which conflicts with the grievant's assigned duties, upon reasonable notice to the appropriate Dean[KL80], the grievant will be released to attend the meeting. Any District employee who is requested by any party of interest to appear in such meetings or hearings as a witness shall, upon reasonable notice to appropriate Dean[KL81] or supervisor, be released from assigned duties to attend the meeting.

#### IV.25.3. [KL82] Time Limits

- Aa. All grievances should be processed in an expeditious and timely manner.
- Bb. Should the grievant fail to comply with the established time limits at any step, he/she shall forfeit all rights to process the existing grievance.

Cc. Should the District or its designated representatives fail to respond to a grievance within established time limits at any step, the grievant is entitled to proceed to the next step.

Dd. Any time limits set forth herein shall begin the day following the receipt of a written decision.

Ee. Time or procedural steps may be waived at any step by mutual written agreement.

25.4.V.<sup>[KL83]</sup> Grievance Procedure

Aa. Level I – Immediate Supervisor

(1). Within one (1) year after the occurrence of the act or omission giving rise to the grievance, the grievant shall present his/her grievance in writing to the appropriate Association grievance chair and the immediate supervisor on the District grievance form (Appendix D). The grievance shall contain a clear and concise statement of the grievance, the circumstances involved, including any supporting evidence, the specific sections of this Agreement alleged to have been violated, the affected employee(s) and the specific remedy sought.

(2). Within ten (10) days of receiving the grievance the immediate supervisor may request a formal conference to discuss the grievance. The immediate supervisor shall render a decision to the grievant in writing within ten (10) days of receiving the grievance, or of the date that the grievance conference was held, whichever is later.

Bb. Level II – President or Designee

(1). In the event the grievant is not satisfied with the decision, if provided, at Level I, the decision may be appealed on the grievance form to the President, within ten (10) days of receiving the Level I decision, or when it should have been received.

(2). In order to be processed or considered, the appeal shall include copies of the original grievance and decision, if rendered, and the reason for the appeal.

(3). The President, or designee, shall hold a conference with the grievant upon request of either party. The President, or designee, shall communicate the decision about the grievance to the grievant in writing on the grievance form within ten (10) days of receiving the appeal and forward a copy of the response to Faculty Association.

- (4)- The President's designee shall not be any person who has previously ruled on the grievance at any of the previous levels.

Cc. Level III – Chancellor or Designee

- (1)- If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Chancellor, or designee, on the grievance form within ten (10) days of receipt of the decision at Level II, or of when the decision should have been received.
- (2)- The appeal shall include a copy of the original grievance and appeals with decision rendered, and reasons for the appeal.
- (3)- The Chancellor, or designee, shall hold a conference with the grievant upon request of either party. The Chancellor, or designee, shall communicate the decision to the grievant in writing on the grievance form within fifteen (15) days of receiving the appeal and forward a copy of the response to Faculty Association.
- (4)- The Chancellor's designee shall not be any person who has previously ruled on the grievance at any previous level.

Dd. Level IV – Arbitration

- (1)- Where the grievant and Faculty Association wish to proceed to arbitration, a request shall be made to the Director of Human Resources within ten (10) days of receipt of the Chancellor's, or designee's, decision or of the date the decision should have been received. Should the Faculty Association and the District be unable to mutually agree on the selection of an arbitrator:

  - (a)- Within five (5) days the Human Resources Office shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service.
  - (b)- Within ten (10) days after receipt of the list, a representative of the District and a representative of Faculty Association shall alternately strike names from the list until only one name remains.
- (2)- Upon selection of the arbitrator, the Human Resources office shall contact the selected arbitrator to schedule a hearing at the earliest convenience of the arbitrator and the parties.
- (3)- Arbitrator expenses, including any per diem fees, actual and necessary travel and subsistence expense, and other fees and expenses shall be paid equally by the District and the Faculty Association.

- (4)- If either party so requests, the arbitrator shall specifically rule upon the appropriateness of arbitration of contested issues prior to the hearing on the merits of the grievance. If the parties cannot agree upon a statement of the issues to be arbitrated, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- (5)- The arbitrator may render a decision only regarding the interpretation of the provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to perform an illegal act.
- (6)- After a hearing and after both parties have had an opportunity to make written or oral arguments, the arbitrator shall submit, in writing, to all parties, his or her findings and award. The award of the arbitrator shall be binding on the Board of Trustees unless a court of competent jurisdiction directs otherwise.
- (7)- Arbitrator's Recommendation

  - (a)- The Board shall adopt the arbitrator's recommendation at its next regular meeting after receipt, providing a minimum of ten (10) days elapse from receipt to the Board meeting.
  - (b)- The Chancellor may meet with the grievant and representatives to discuss other alternative solutions, if the arbitrator's decision would result in a proven financial hardship for the District. Any meeting to discuss alternative solutions does not release the District from the binding award recommended by the arbitrator unless agreed to in writing by the District and Faculty Association.

**ARTICLE XXVI**  
**BONDED**  
**SABBATICAL AND PROFESSIONAL DEVELOPMENT**

[Per TA signed 05/11/18]

1-26.1. Bonded Sabbatical

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).

Aa. 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.

**Bb.** 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.

**Cc.** Eligibility

- ~~(1)~~ 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 1st of the preceding year and sent to the Sabbatical Committee chair.

**Dd.** Acceptable Sabbatical Projects

A sabbatical may be granted for any of the following purposes:

- ~~(1)~~ Professional study related to assigned discipline(s) or for the purpose of retraining when there is a scheduled phase-out in a discipline and/or program.
- ~~(2)~~ Completion of courses for an advanced degree related to assigned discipline(s) or in advanced studies related to higher education.
- ~~(3)~~ Special project, research or assignment that relates to the goals and mission of the College and District.
- ~~(4)~~ Travel related to assigned discipline, course and/or program of faculty member.

**Ee.** Sabbatical Committee

- (1)- The Sabbatical Committee will consist of up to one (1) faculty member from each Division/School, one (1) administrator from each college who will be appointed by the college President, and the appropriate Vice Chancellor, who will also serve as co-chair.
- (2)- Members of the Sabbatical Committee may not submit a sabbatical proposal, nor serve in the year following the completion of a sabbatical.
- (3)- Committee members will elect a chair and have one (1) vote each.
- (4)- The Committee shall have as its sole responsibility the handling of matters pertaining to bonded sabbaticals.
- (5)- The Sabbatical Committee shall meet during September each year to establish procedures and policies within the scope of this Master Agreement.
- (6)- The Committee shall also establish all timelines for the application and approval process provided that all recommendations for sabbaticals shall be forwarded to the Chancellor no later than December 20th.

Ff. Application Process

- (1)- Faculty members shall be notified by the Sabbatical Committee of their eligibility to apply for a sabbatical and provided with instructions for completing the application form and the final report. In addition, faculty members will be informed of all necessary deadlines and procedures.
- (2)- The faculty member shall discuss the proposed sabbatical project with Deivision/School <sup>[KL84]</sup>peers, Department Chair, Division/School Dean, appropriate Vice President, and solicit input/feedback.
- (3)- The faculty member shall submit to the college President a copy of his/her sabbatical proposal (or a rough draft thereof) for input and feedback. The President may provide comments and indicate one of the following:
  - (a)- SUPPORT: The sabbatical proposal (with input as indicated) can be forwarded to the committee.
  - (b)- NON-SUPPORT: The sabbatical proposal will be returned to the faculty member with recommendations to warrant the President<sup>2</sup>'s support.
    - i. In the event where the College President does not support a sabbatical proposal, the faculty member may:

- a) reconsider the President's input and resubmit the sabbatical proposal to the President, or
- b) rescind the sabbatical proposal, or
- c) forward the sabbatical proposal to the Sabbatical Committee with the President's comments and non-support.

(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.

(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.

(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~~ President<sup>[KL85]</sup> and seek his/her support for the changes.

#### Gg. Approval Process

(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.

(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 20th.

(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.

(4)- Each faculty member shall be notified on or before March 1st regarding the acceptance or rejection of their application.

(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:

- (a)- A deferred sabbatical must be granted within one (1) year of the date on which the deferred sabbatical was due to commence.
- (b)- Faculty members will retain their cycle of sabbatical eligibility based on the approval date of the application.
- (c)- When a sabbatical deferral is necessary, faculty members approved for their first sabbatical will receive priority.
- (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.

#### Hh. Number of Sabbaticals and Priority Determinations

- (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 26.1.5G.5** will not be reflected in the 4.63% allocation for the next academic year.
- (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.

Example:

$$4.63\% \times 255 \text{ (faculty)} = 11.8 \times 2 = 23.6 \text{ or } 24 \text{ semesters}$$

- (3)- The Sabbatical Committee will assign priority to proposed sabbatical projects as follows:

  - (a)- A first time applicant will be given priority over applicants who have had a previous sabbatical.
  - (b)- Thereafter, applicants will be determined by seniority of service and by the quality of the proposal as ranked by the Sabbatical Committee.
  - (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.

- (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.

**Hi.** Length and Conditions for a Sabbatical

- (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.
- (2)- Salary while on sabbatical shall be paid on a monthly basis during the academic year.
- (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.
- (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.
- (5)- A sabbatical shall be counted as experience for advancement on the salary schedule.
- (6)- Academic credits earned while on sabbatical or professional development activity may be used toward salary increments the following academic year, in accordance with the existing board policies.

**Ji.** Guarantees

- (1)- The faculty member must agree to return to the District for a period of service equal to twice the period of the sabbatical ~~(i.e., one semester sabbatical requires one (1) year additional service; a full academic sabbatical requires two (2) years additional service)~~ [KL86](Calif. Ed[UC]RN87]. Code, Section 87770).
- (2)- The faculty member shall be returned to the same or comparable position 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 member shall be notified, whenever possible, before the change becomes effective. Nothing in this paragraph is intended to be in conflict with Calif. Educ. Code Section 87774.

- ~~(3)~~ The written agreement between the District and the faculty member includes a bond paid for by the District. The bond covers pay and the District's cost of employee benefits. If the bond is forfeited, any repercussions from the bonding company are the sole responsibility of the faculty member (Calif. Educ. Code Sections 87770 and 87771).

#### ~~Kk~~. Evidence of Completion

- ~~(1)~~ Upon completion of the sabbatical and within sixty (60) days of the faculty member's return to duty, a narrative report shall be submitted to the Sabbatical Committee for review and acceptance (or non-acceptance). This report will include:

  - ~~(a)~~ a record of the activity such as, transcripts of study completed a copy of the product developed, and/or an evaluation of the project pursued;
  - ~~(b)~~ a discussion of its impact on teaching and learning;
  - ~~(c)~~ a description of how the sabbatical information will be used in a professional development plan;
  - ~~(d)~~ a narrative on how the information contributes to the benefit of the students and to the District.
- ~~(2)~~ If the approved sabbatical project contains an implementation process or the Sabbatical Committee would like a follow-up report, the faculty member will provide the information requested in the time line provided.
- ~~(3)~~ The faculty member must schedule a minimum of one presentation(s) at a venue such as Professional Development Week, Division/School meetings, College Sabbatical Forum, and/or at a professional organization(s) meeting.
- ~~(4)~~ The Board of Trustees and/or the Sabbatical Committee may invite representative faculty members to make presentations of their sabbatical project/activity at Board of Trustees meetings.

#### ~~Ll~~. Status Changes Relating to an Approved Sabbatical

Once the faculty member has been approved by the Board of Trustees for a 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 status with the sabbatical from the time the faculty member knows or should have known of a change.

(1) Project

In the original application, the faculty member requests time to complete a project with a stated outcome; however, circumstances, conditions, etc., identified in the application sometimes change. The faculty member must submit a request for change to the Sabbatical Committee, College President, and Chancellor, and seek approval from the Board of Trustees before implementing any changes with the sabbatical project.

(2) Extenuating Circumstances

In the event that an extenuating circumstance occurs (such as, natural disaster, long term family illness) that may impact the content and/or timelines of the sabbatical project, the faculty member must report such change to the Sabbatical Committee, College President, Chancellor, and seek approval from the Board of Trustees before implementing any changes with the sabbatical project.

(3) Serious or Long-Term Illness/Injury of the Faculty Member

It is the responsibility of the faculty member to notify the Director of Human Resources and the appropriate Vice Chancellor within thirty (30) days from the onset or change in physical condition.

H. [KL88] 26.2. Professional Development

At the discretion of the Board of Trustees, the District may grant a faculty member a paid or unpaid leave of absence of up to two (2) years for professional development which may include, but shall not be limited to, additional schooling and/or training, participation in faculty exchange programs, a project/activity that would benefit the College and/or District, involvement in research efforts and acceptance of long-term assignments to other higher education institutions, agencies, corporations, foundations, or government (Calif. Ed. Code Section 87768).

Aa. Absence shall not be included as service in computing the six (6) years before or after a sabbatical.

Bb. Absence shall not be deemed a break in service.

Cc. Upon return, a faculty member will return to the same or comparable position.

- ~~Dd.~~ The faculty member will receive credit for annual salary increments, employee benefits, including, but not limited to, insurance and retirement benefits, to the extent not expressly prohibited by law.

## ARTICLE XXVII BENEFITS

[Per TA signed 12/19/18]

### ~~H-27.1.~~ Health Insurance

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.

### ~~H-27.2.~~ 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, tThe 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 \$500-\$175 per month, to a maximum of \$1,750 per year or \$2500 per semester per part-time faculty member.
- c. This allowance is toward a qualified voluntary comprehensive 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.
- (2) A.—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).
- ~~(B3)-~~ 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).



~~(C4)~~- The faculty member must work a minimum of three LHE in the District during the semester for which the District contribution is to be made.

(5) Each semester the faculty member must submit the following to the District Business Office no later than the September 10<sup>th</sup> and February 10<sup>th</sup> by 5 p.m. (PST) in order to be eligible for the District allowance:

(a) ~~F[KL89]~~ Relevant documentation of current enrollment in a voluntary Bronze, Silver, Gold, or Platinum medical plan provided through Covered California under the Patient Protection and Affordable Care Act, or an equivalent medical or health insurance plan.

~~Eligibility is reviewed each semester.~~

(b) A signed affidavit attesting that the part-time faculty member is not eligible for 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.

(c) If coverage is terminated, the part-time faculty member must notify the District within 10 days of the date of termination. If the policy is terminated, the benefit will cease for the remainder of the semester.

(d) This program is subject to random District audits.

d. The District allowance will cease if the employee no longer meets the requirements of the above criteria. ~~In addition, the foregoing District allowance will not be available to employees who are receiving retiree medical benefits from the District.~~

The District allowance shall be paid through payroll and will be prorated over the number of paychecks received by the eligible faculty member each semester.

Part-time ~~F[KL90]~~ faculty health insurance ( ~~Article 27.2~~ ) is subject to reopening on June 1, 2020.

### ~~III~~27.3. Dental Insurance

The District shall pay one hundred percent of the premium for dental insurance for faculty members working 75% or more of a full-time contract and their eligible dependents. Coverage provided shall meet the specifications on file at the District Business Office.

### ~~IV~~27.4. Vision Insurance

The District shall pay one hundred percent of the premium for vision insurance for faculty members working 75% or more of a full-time contract and their eligible dependents. Coverage provided shall meet the specifications on file at the District Business Office.

~~V~~.27.5. Employee Assistance / Mental Health Program

The District shall pay one hundred percent of the premium for a faculty member's assistance/mental health program for employees working 75% or more of a full-time faculty contract and their eligible dependents. Coverage provided shall meet the specifications on file at the District Business Office.

~~VI~~.27.6. Life Insurance

The District shall pay one hundred percent of the premium for life insurance for faculty members working 75% or more of a full-time faculty contract and their eligible dependents. The coverage provided shall be two times the annual salary up to \$200,000.00, plus \$50,000.00.

~~VII~~.27.7. Long Term Disability Insurance

The District shall pay one hundred percent of the premium for long-term disability (salary protection) for faculty members working 75% or more of a full-time faculty contract. The coverage provided shall meet the specifications on file at the District Business Office.

~~VIII~~.27.8. Long Term Care Insurance

For faculty members working 75% or more of a full-time faculty contract, the District shall pay a maximum of \$8.00 per month toward the premium for long-term care insurance. Any unused portion of the \$8.00 may be used for employee-paid voluntary coverage for spouses. Coverage provided shall meet the specifications on file at the District Business Office.

~~IX~~.27.9. Legal Assistance Program

The District shall pay one hundred percent of the premium for legal assistance programs for faculty members working 75% or more of a full-time faculty contract and their eligible dependents. Coverage provided shall meet the specifications on file at the District Business Office.

~~X~~.27.10. Coverage Period

Each full-time faculty member shall be covered for fringe benefits from the first of the month following his/her first contractual day of his/her first academic year with the District. In each succeeding year, coverage will be continuous unless the faculty member

resigns, retires, otherwise separates from employment, or is otherwise specified in this agreement, in which case the benefits will end the last day of the month when employment ends.

~~XI~~27.11. Benefits During a Leave

Faculty members shall receive medical, dental, vision, and life insurance benefits while on a leave of absence in accordance with the following conditions:

Aa. Faculty members shall continue to receive insurance benefits while on paid leaves of absence.

Bb. A faculty member on an unpaid leave of absence due to illness shall continue to receive insurance benefits, provided by the District, during the leave of absence but not to exceed twelve (12) months following the exhaustion of all leaves; provided, however, that if the faculty member has been employed for a period of ten (10) years or more in the District, and has reached the age of fifty-five (55), the District will provide health benefits for the absent faculty member until that faculty member is able to return to duty, elects to retire as specified in Article 31.1, XXXI, Section IV below, or is separated from the District.

Cc. Faculty members on unpaid leave longer than one year are eligible to apply for employee paid insurance coverage under COBRA.

~~XII~~27.12. Tax Sheltered Annuities

Faculty members may participate in tax sheltered annuity plans from the District's approved list of vendors. The District will provide payroll deduction for this purpose.

~~XIII~~27.13. Medical Examinations and Tests

Medical examinations and tests required by the District for employment shall be paid by the District.

~~XIV~~27.14. Parking

Appropriate staff parking shall be provided on campus for \$20.00 per academic year for each faculty 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 faculty members and \$20.00 per academic year for part-time faculty members. Effective with the beginning of the 2017/18 academic year the cost of parking will be increased to \$60.00 per academic year for full time faculty members and \$30.00 per academic year for part-time faculty members.

~~XV~~27.15. Change in Level of Benefit

The District agrees that changes to the level of benefit coverage will be negotiated.

## ARTICLE XXVIII WORKLOAD BANKING PROGRAM

[Per signed Amended Global Econ Proposal 01/1/19]

### I-28.1. General Provisions

- Aa. Workload banking is a benefit for full-time tenured faculty. This benefit allows a full-time faculty member to earn and bank workload time credit in lieu of compensation and take time off in a future semester.
- Bb. When a full-time faculty member accepts an assignment as overload, as part of a summer assignment, or during any other instructional session beyond the traditional semesters, that faculty member is paid according to the Full-time Overload/Part-time Non-classroom Academic Salary Schedule appropriate salary schedule (Appendix A). However, when a faculty member is banking overload for use in place of a future teaching assignment, that faculty member is earning LHE to be applied to a future assignment. Therefore, all banked workload will be valued at the appropriate LHE rate (as described in Section 28.3 H-below).

### H-28.2. Workload Banking

- Aa. Full-time probationary and full-time tenured faculty members are eligible to earn and bank workload time credit.
- Bb. Only tenured full-time faculty members are eligible to redeem banked workload credit.
- Cc. Faculty members may accumulate a maximum of twenty (20) LHE or their equivalent toward banked workload. Banked workload credit not applied to a specific leave will remain banked, and will be applied to a future leave.
- Dd. Banked workload leave will be scheduled only for the full length of a semester (no leaves shall be taken for part of a semester only).
- Ee. Banked workload credit may be taken in increments ranging from three equivalent LHE to one equivalent semester. When on a banked workload leave the employee's professional development obligation, office hours and committee meeting obligations will be proportional to their assignment for the academic year. Partial leaves are subject to Item G below.
- Ff. Being on a full banked workload leave eliminates the contractual obligation for office hours and committee/college service work during the term of the leave.
- Gg. Banked workload leaves will be limited to once every eight (8) semesters.

~~Hh.~~ Workload credit earned in restricted or categorically funded programs may be banked only if allowed by State and Federal regulations and the granting agency.

~~Hi.~~ Payment for banked workload earned in the fall and spring semesters, summer sessions, and any other instructional sessions beyond the traditional semesters will be withheld by payroll. Banked workload will be officially posted as banked at the end of the semester in which it is earned.

~~Hj.~~ Faculty members who request to schedule banked workload leave will not be eligible to apply or take any other leave to extend an absence from the workplace longer than one semester.

~~HH.28.3.~~ Criteria to earn banked workload credit:

~~Aa.~~ A faculty member must have probationary or tenured status.

~~Bb.~~ The Dean will acknowledge the request to bank workload and record the request through the Vice President's office.

~~Cc.~~ Banked workload credit can be earned from assignments exceeding thirty (30) to thirty-two (32) LHE per year scheduled during Fall and Spring semesters.

~~Dd.~~ Full-time faculty members must accumulate the equivalent of fifteen (15) LHE of banked workload credit, to be calculated as follows (see Article XV, Workload):

~~(1).~~ Lecture Assignments (contact hour)

|           | <u>Contact Hours</u> | <u>LHE for load</u> |
|-----------|----------------------|---------------------|
| Lecture   | 1                    | 1                   |
| Lab       | 1                    | 1                   |
| Practicum | 1.2 (5/6)            | 1                   |

Example: Digital Photography 5/6 (units lecture/~~practicum~~~~KL91~~lab per week)

3 Hours Lecture = 3 LHE

6 Hours Practicum = 5 LHE

8 LHE for load

~~(2).~~ Non-Lecture Assignments (clock hour)

Thirty (30) clock hours = 1 LHE

| <u>Clock Hours</u> | <u>LHE for Load</u> |
|--------------------|---------------------|
|--------------------|---------------------|

|  |              |   |
|--|--------------|---|
| Tutorial (as described in <u>Article 15.2.d</u> , <del>XV, Section II, subsection C</del> above) | 2            | 1 |
| Library  | <del>2</del> | 1 |
| Counseling   | 2            | 1 |
| Learning Disability  | 2            | 1 |

~~(3)-~~ Counselors and Librarians may include a maximum of 6 LHE of lecture courses per semester within their workload assignment. Therefore, to earn Workload Banked credit, Counselors and Librarians may accumulate up to forty percent (40%) of their credit from overload lecture assignments.

~~Ee.~~ Workload credit cannot be earned:

~~(1)-~~ while on a reduced workload assignment;

~~(2)-~~ while on sabbatical.

IV.28.4. Criteria to redeem banked workload credit:

Aa. A full-time faculty member must have fifteen (15) LHE banked prior to taking a banked workload leave.

Bb. Only full-time tenured faculty members may schedule a banked workload leave.

Cc. To schedule a banked workload leave, the faculty member must fill out the appropriate District form (see Appendix E) and schedule the banked workload leave with the Dean no later than February 1st for the Fall semester and no later than September 1st for the Spring semester.

~~(1)-~~ Every effort shall be made to accommodate a faculty member's request to redeem banked workload credit; however, it is recognized that a banked workload leave may be postponed under circumstances in which the absence of the faculty member would jeopardize the educational program. The Dean shall put in writing any postponement of the request to redeem banked workload credit.

~~(2)-~~ When two or more faculty members from the same department or area apply to schedule banked workload leave and both/all cannot be accommodated, those faculty members who have not previously taken banked workload leave shall have priority in order of seniority. The remaining faculty will be given priority for the following semester.

~~(3)-~~ A requested banked workload leave can be postponed for no more than one academic year.

- (4)- To ensure the stability of a program, department, or school, the faculty member requesting banked workload leave may be requested to work with the Division/School Chair and Dean to arrange for appropriate substitute coverage prior to scheduling a leave.

~~V.28.5.~~ While the full-time faculty member is on a banked workload leave, unless an exception is granted by the Board of Trustees, he/she will not be eligible to:

- ~~Aa.~~ work overload;
- ~~Bb.~~ contract for extra assignments in the District;
- ~~Cc.~~ work on a stipend or reassigned time;
- ~~Dd.~~ work on any hourly assignments.

~~VI.28.6.~~ Cashing out banked workload credit: Once a faculty member has made an irrevocable election for workload banking, the faculty member shall not be entitled to cash out except under one of the following circumstances:

- ~~Aa.~~ retirement;
- ~~Bb.~~ medical disability as defined in Internal Revenue Code, Section 72 (m) (7);
- ~~Cc.~~ termination (dismissal for cause), or release from probationary status;
- ~~Dd.~~ death;
- ~~e.~~ resignation.<sup>[KL92]</sup>;

When a faculty member is paid for accumulated banked workload credit (known as “cashing out”), the rate of pay shall be at the rate of pay in effect at the time the banked workload credit was earned. No partial “cashing out” will be allowed.

#### ~~VII.28.7.~~ Record Keeping

Banked workload credit shall be recorded by each college and tracked by the District. The District shall issue an annual statement to each faculty member and appropriate administrators showing the amount of posted banked workload credit, salary, and the dates posted.

#### ~~VIII.28.8.~~ Reserve Funds

When the option to bank workload credit is exercised, an amount equal to the hourly compensation earned by the full-time faculty member plus ten (10) percent shall be placed in a separate reserve account that will be used only to pay for hourly replacements

when the full-time employee schedules a banked workload leave or cashes out unused credit. All interest earned on this reserve shall remain in that account to offset the increases in hourly pay rates over time.

## ARTICLE XXIX LEAVES

[Per TA signed 06/20/18 and signed Amended Global Econ Proposal 01/1/19]

### 29.1. General Provisions

The benefits provided faculty members by Sections 87700 through 87701 and 87763 through 87788 of the Education Code are incorporated into this Agreement except as supplemented in this Article.

Unless otherwise stated, a faculty member on any approved leave shall be entitled to all benefits accorded and obligated by all duties as follows:

Aa. Paid Leave: Unless otherwise provided in this Article, a faculty member on a paid leave shall be entitled to:

- (1). return to the same or comparable position which he/she held immediately before commencement of the leave,
- (2). receive credit for annual salary increments provided during his/her leave,
- (3). receive during his/her leave all other benefits, including, but not limited to, insurance and retirement benefits, to the extent permitted by law.

Bb. Unpaid Leave: Except as otherwise prohibited by law, the District retains the sole discretion as to whether to grant a request for an unpaid leave of absence. Unless otherwise provided in this Article, a faculty member on an unpaid leave shall be entitled to:

- (1). return to the same or comparable position which he/she held immediately before commencement of the leave,
- (2). purchase health insurance for the duration of the leave by paying the premium, in full, on or before the first day of the leave, to the District's Business Office.

Cc. Reduced Contract Request Leave: A faculty member may request a reduced teaching load for any given academic semester or academic year. The request must be received 90 days prior to the semester in which the reduction is requested. Exceptions to the notice of requirement may be granted by the College President.



Requests must be submitted by the approved process to the appropriate Dean and College President. All reduced contracts shall be voluntary, and the faculty member understands that a reduced teaching load will reduce employee benefits and retirement credit received. The faculty member's salary will be reduced in keeping accordance with [KL93][KL94] the percentage reduction in teaching load request.

H-29.2. Sick Leave

- a. Each full-time faculty member under yearly contract shall be entitled to one (1) day of paid sick leave each month of employment (i.e., 10 days for 10 months; 12 days for 12 months). Sick leave shall be accrued for all hourly-part-time, full-time overload and summer LHE instruction and shall be computed by the following formula:

.0558 hours sick leave per contact hour paid

At the beginning of each academic year, every faculty member will receive a sick leave allotment credit, equal to his/her entitlement for the academic year. Part-time classroom faculty members will receive a sick leave allotment credit at the beginning of each semester. Part-time hourly faculty members will receive a sick leave allotment calculated and accrued each pay period.

- b. Pursuant to Labor Code Section 233, a full-time faculty member may use up to six days and a part-time faculty member may use up to three days of accrued and available sick leave entitlement to attend to an illness of a child, parent, spouse, or domestic partner of the faculty member. Part-time faculty members may also use up to three days of sick leave per year for purposes delineated family member as defined in AB 1522 Labor Code Section 245.5, [KL95] as follows:

- (1) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status;
- (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee of the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- (3) A spouse;
- (4) A registered domestic partner;
- (5) A grandparent;
- (6) A grandchild;

c. Accumulation of Leave: Unused sick leave shall accrue from academic year to academic year.

Ad. Verification of Illness or Injury: ~~Normally, V~~erification will normally ~~[KL96][KL97]~~not be required for short term absences. A doctor's certification or other acceptable form of verification may be required however, for absences exceeding five (5) calendar days, situations where there is a doubt as to the employee's fitness to return to work, or where the appropriate administrator has reason to believe that there may be an abuse of sick leave.

Be. Notification of Absence: Faculty members shall notify the appropriate Dean of an absence as soon as practicable prior to the start of the faculty member's assignment.

Cf. Notification of Return: For absences longer than one day, each faculty member shall make every effort to keep the appropriate supervisor advised of his/her condition, and provide an estimate of their expected return.

~~D. — Absence Report Form: The faculty member must complete an absence report form and return it to the Department Chair or appropriate administrator for approval (signatures) within two workdays after returning to work.~~

Eg. Sick Leave Deduction Process:

(a1)- Full-time faculty members with classroom assignments shall have sick leave deducted on the basis of half-day increments (i.e., if a faculty member is absent for one-half or less of his or her scheduled assignment for that day, one-half day of sick leave will be deducted; if a faculty member is absent for more than one-half of a scheduled assignment for that day, a full day of sick leave will be deducted).

(b2)- Full-time faculty members with non-classroom assignments shall have sick leave deducted on the basis of quarter-day increments (i.e., if a faculty member is absent for one-quarter or less of his or her scheduled assignment for that day, one-quarter of a day of sick leave will be deducted; for an absence of between one-quarter and one-half of a day, one-half day will be deducted; for an absence between one-half and three-quarters, three-quarters of a day will be deducted; for an absence of more than three-quarters of a scheduled assignment for that day, a full day of sick leave will be deducted).

(e3)- Part-time faculty members shall have sick leave deducted on an hourly basis.

Gh.<sup>[KL98]</sup> Sick Leave Statement: The District shall provide information upon individual request, on the amount of sick leave accrued, by transfer or otherwise, and sick leave entitlement for the academic year.

Hi.<sup>[KL99][KL100]</sup> Catastrophic Illness Transfer of Leave Program: A faculty member may contribute sick leave to other staff as well as other faculty members on a one-for-one basis (one day for one day, etc.) with no reference to the possible difference in their salaries. The employee is responsible for determining any STRS, IRS or other agency effect that may occur. This program is designed to assist a faculty member who has a lengthy illness and has run out of sick leave. The program can also be used so that an employee can take care of a sick person in the immediate family. Procedures for the catastrophic illness/injury leave for individual solicitation or leave bank requests are on file in the District Human Resources Office.

### III.29.3. Maternity Leave

The District shall provide for leave of absence from duty for any faculty member of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the faculty member shall resume duties, shall be determined by the faculty member's physician. Pregnancy and disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the South Orange County Community College District.

### IV.29.4. Paid Parental Leave

- a. A person employed by the District in a full-time or part-time academic position for more than twelve (12) calendar months shall be allowed to take leave for purposes of parental leave for a period of up to twelve (12) weeks. "Parental leave" means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
- b. The twelve (12) week period shall run concurrent with any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
- c. An employee shall not be provided more than one twelve (12) week period for parental leave during any twelve (12) month period.
- d. Parental leave taken pursuant to this section shall also run concurrently with parental leave taken pursuant to FMLA/CFRA leave as described in Subsection 29.12 below. The aggregate amount of parental leave taken pursuant to this

section and subsection 29.12 shall not exceed twelve (12) weeks in a twelve (12) month period.

e. When an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to FMLA/CFRA leave specified in subsection 29.12, the amount deducted from the salary due the faculty member for any of the remaining portion of the twelve (12) week period in which the absence occurs shall:

- (1) not exceed the sum that is actually paid a temporary employee employed to fill his or her position during his or her absence or, if no temporary employee was employed, the amount that would have been paid to the temporary employee had he or she been employed, and
- (2) shall not exceed 50 percent of the employee's regular salary for the remaining portion of the 12-workweek of the parental leave.

(Education Code section 87780.1.)

#### 29.5. Extended Illness Leave

Aa. If a faculty member has used all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute faculty member temporarily assuming the duties of the absent faculty member, or, in the event that no substitute faculty member is employed to replace the faculty member, the lowest LHE rate as described in the Full-time Overload/Part-time Non-classroom Academic Salary Schedule appropriate salary schedule (Appendix A) for the number of hours for which the absent faculty member would need to be replaced. In no case shall the amount deducted exceed 50% of the faculty member's regular salary. The five (5) months or less extended illness leave period during which the deductions described above occur shall not begin until all other paid sick leave provisions described in Section II above, excluding sick leave transferred under the Catastrophic Illness Transfer of Leave Program (subsection EG[KL101][KL102]), have been exhausted. Extended illness leave is not available for absences that arise under Labor Code Section 233 (see Section II above).

Bb. If a faculty member has used all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident, and that faculty member has been employed for a period of ten (10) years or more in the District, and has reached the age of fifty-five (55), the District will provide health benefits for the absent faculty member until that faculty member is able to return to duty, elects to retire as specified in Article 31.4 XXXI, Section IV below, or is separated from the District.

V.29.6. Industrial Accident and Illness Leave ~~[KL103]~~ (Calif. Ed. Code Section 87787) is supplemented as follows:

- Aa. An industrial accident or illness as used in this paragraph means any injury or illness the cause of which can be traced to the performance of services for the District, either on campus or off campus.
- Bb. A faculty member shall be entitled to such leave without limitation to the number of days of entitlement.
- Cc. The total of the faculty member's temporary disability indemnity and the portion of salary due during the leave shall equal his or her full salary.
- Dd. A faculty member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as the faculty member and the attending physician agree that there has been such a recovery.
- Ee. ~~Nothing The parties agree that nothing~~ in this Article shall preclude the District from recommending that a faculty member be placed on disability retirement under the State Teachers Retirement System.

VI.29.7. Personal Necessity Leave

Every faculty member shall be entitled to use ~~six (6) days a specified of~~ paid ~~[KL104]~~ sick leave ~~allotment~~ during each academic year in case of personal necessity, as follows:-

- Aa. "Personal Necessity" means any ~~business, endeavor, or activity, including those pursuant to the California Education Partnership Act (California Labor Code § 230.8),~~ -which cannot be conducted before or after the teaching day without causing undue inconvenience to the faculty member. Faculty members shall handle such leave in a responsible manner.
- b. Full-time faculty members are entitled to use up to six (6) days per year of personal necessity leave.
- c. Part-time faculty members' personal necessity leave is deducted in hourly increments. Part-time faculty members are entitled to use up to sixty percent (60%) of their sick leave allotment for a given semester for personal necessity leave.
- d. Personal necessity leave may not exceed the amount of accumulated available sick leave.
- e. Personal necessity days do not carry over from year to year.

Bf. A faculty member shall make every attempt to give advance notice for use of Personal Necessity Leave.

Eg. A faculty member shall not be required to give reasons for the use of such leave.

VII.29.8. Bereavement Leave

Every faculty member shall be entitled to five (5) days of paid leave of absence for each occurrence of the death of a spouse or domestic partner; child; child of spouse or domestic partner; parent, stepparent, or legal guardian of the faculty member or of the spouse or domestic partner of the faculty member; or any family member living in the immediate household of the faculty member; of if travel out-of-state is required for any other member of the faculty member's immediate family. Otherwise, every faculty member shall be entitled to three (3) days paid leave of absence for any other member of the faculty member's immediate family. ~~three (3) days of paid leave of absence or five (5) days if travel of more than two hundred (200) miles is involved for each occurrence on account of the death of any member of his/her immediate family.~~ This leave shall not be deducted from sick leave.

VIII.29.9. Jury Leave

A faculty member shall be entitled to as many days of paid leave as are necessary when called for jury duty or when summoned for a court appearance not as a result of the faculty member's own misconduct ~~or connivance~~. Any monies received from the courts as jury duty pay shall be transferred to the District, mileage excluded. Upon completion of jury duty, the faculty member shall submit a certification of jury service to the District.

IX.29.10 Legislative Leave

Except as otherwise provided by law, a tenured faculty member who is elected or appointed to the State Legislature, Congress, or appointed to government service, shall be entitled to an unpaid leave of absence for the length of the term of office, not to exceed eight (8) twelve (12) years.

Aa. The faculty member on such leave shall notify the college of an intended return at least sixteen (16) weeks in advance.

Bb. The faculty member on such leave shall be entitled to return to employment at the end of the leave, but shall not be entitled to any other benefits while on leave.

X.29.11. Professional Development Leave

A faculty member may be granted up to three (3) days of paid leave each academic year for the purpose of improving classroom teaching performance. Such leave may be used to visit classes in other departments or colleges or to attend Association workshops related to the subject(s) or academic discipline(s) being taught by the faculty member.

XI.29.12. Family and Medical Leave

To the extent not already provided for under current leave policies and provisions, the District will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (“FMLA”), and the regulations of the California Family Rights Act (“CFRA”). Unless otherwise provided by this policy, “leave” under this policy shall mean leave pursuant to the FMLA and CFRA. The District shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against any faculty member because he/she exercises the right to family care leave or because he/she gives information or testimony related to his/her or another person’s family care leave in an inquiry related to family leave rights.

Aa. Terms of Leave

- (1). Family care and medical leave shall not exceed twelve (12) work weeks (or twenty-six (26) weeks to care for a covered service member) during any fiscal year. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.
- (2). The twelve (12) month period for calculating leave entitlement will be based on the District’s fiscal year from July 1 to June 30.
- (3). Leave taken under the FMLA for disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability Act. A family member may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.
- (4). During the period of family care and medical leave, the District shall require the faculty member to use his/her accrued time off, and any other paid or unpaid time off negotiated with the District. Accrued sick leave shall be used when the purpose of the family care and medical leave is for the employee’s own serious health condition or the leave is needed to care for a parent, spouse, child or domestic partner with a serious health condition, and for which sick leave may be taken pursuant to this Agreement and/or Board policy.

bB. Intermittent/Reduced Work Schedule Leave

Leave related to the serious health condition of the faculty member or his/her child, parent, spouse or domestic partner may be taken intermittently or on a reduced work schedule when medically necessary. In such a case, the District may



limit leave increments to the shortest period of time that the payroll system uses to account for absences or use of leave. If the leave is foreseeable based on planned medical treatment, the faculty member may also be required to transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave. The faculty member must be qualified for the position, but the position does not need to have equivalent duties. Transfer to an alternative position may include altering an existing job to better accommodate the faculty member's need for intermittent leave or a reduced work schedule.

Cc. Maintenance of Benefits

- (1)- Leave under the terms of FMLA and/or CFRA is unpaid. During the period of family care and medical leave, the faculty member shall continue to be entitled to participate in the District's medical, vision, [KL105] and dental plans.
- (2)- If the faculty member fails to return from leave after the leave period has expired for a reason other than the continuation, recurrence or onset of a serious health condition of the faculty member or his/her family member which would entitle the faculty member to leave, or because of circumstances beyond the faculty member's control, the employee will be required to reimburse any health plan premiums paid by the District during the period of leave. The District shall have the right to recover premiums through deduction from any sums due to the employee from the District (e.g., unpaid wages, vacation pay, etc.).
- (3)- The faculty member shall also continue to be entitled to participate in pension and retirement plans and/or any other welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the faculty member shall continue to be entitled to participate in these plans and the District may, at its discretion, require the faculty member to pay the premium for periods not covered by accrued leave.

**ARTICLE XXX**  
**WAGES**

[Per TAs signed 10/29/18, 12/19/18, signed Amended TA 01/09/19, and signed Amended Global Econ Proposal 01/1/19]

I.30.1. General Provisions

Aa. Faculty Compensation

- (1)- Full-time faculty members' contracted load as part of a regular full-time assignment ~~teaching load (as defined in Article XV, sections III and IV)~~



will be paid according to the Full-time Academic Salary Schedule as described in Section 30.2.a ~~H-A~~ below.

~~(2)- Beginning with the 2015-2016 academic year, p~~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 30.2.b ~~H-B~~ below.

~~(3)- Beginning with the 2015-2016 academic year, f~~Full-time faculty teaching overload ~~and part-time faculty holding non-classroom assignments during the regular and summer terms~~ will be paid according to the Full-time Overload/~~Part-time Non-classroom~~ Academic Salary Schedule as described in Section 30.2.c ~~H-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 30.2.d below.

#### H.30.2. Salary Schedules

##### Aa. 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

Twenty-three (23) steps plus one longevity step in the fifth column

~~(2)- Column~~ 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 the given year. For the 2015-2016 academic year, the base salary shall be \$64,088.00.

~~(3)-~~ The first step of each column will increase by 5.5555% of the base salary over the first step of the previous column.

- (4)- Each step in each column will increase by 3.70365% of the base salary over the previous step.

Bb. Part-time Classroom Academic Salary Schedule (see Appendix A):

- (1)- The Part-time Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.

- (2)- ~~The For 2018-2019, the~~ value of the first column will be equivalent to ~~55.55~~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:

~~.575555~~.5720(.0667(column 1, step 1 of the Full-time Academic Salary Schedule /2))<sub>[KL106]</sub>

For 2019-2020, the value of the first column will be equivalent to 57.20% 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:

.5720 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule /2))

For 2020-2021, the value of the first column will be equivalent to 57.30% 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:

.5730 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule /2))

- (3)- Each succeeding column will increase by 4% of column 1 over the previous column.

- ~~4. — For the purpose of initial placement for the 2015-2016 academic year, part-time classroom faculty will be placed on the Part-time Classroom Academic Salary Schedule based upon the criteria as described in Section III of this Article, then granted one additional column for each step from their placement on the 2013-2014 Regular Term Hourly Schedule, with no faculty member placed higher than column 5.~~

Cc. Full-time Classroom Overload/~~Part time Non-classroom~~ Academic Salary Schedule (see Appendix A):

(1)- The Full-time Classroom Overload/~~Part-time Non-Classroom~~ Academic Salary Schedule shall consist of seven columns, with one step in each column.

(2)- ~~The For 2018-2019, the~~ value of the first column will be equivalent to ~~48.648.95%~~ of 1/15 (6.67%) of one-half the value ~~of the first step [KL107] of the first step~~ of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:

~~.4895486(.0667(column 1, step 1 of the Full-time Academic Salary Schedule/2))~~<sup>[KL108]</sup>

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 step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:

.4910 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule /2))

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 step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:

.4915 (.0667(column 1, step 1 of the Full-time Academic Salary Schedule /2))

(3)- Each succeeding column will increase by 4% of column 1 over the previous column.

d. Part-time Non-classroom and Full-time Non-classroom Overload for Library, Counseling, & Learning Disability Academic Salary Schedule (See Appendix A)

(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.<sup>[KL109]</sup>

(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<sup>[KL110]</sup>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))

- (3) Each succeeding column will increase by 4% of column 1 over the previous column.
- (4) 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.

e. 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 [KL111] 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))

- (3) Each succeeding column will increase by 4% of column 1 over the previous column.
  - (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. [KL112]
4. ~~For the purpose of initial placement for the 2015-2016 academic year, full-time faculty teaching overload and part time non-classroom faculty will be placed on the Full-time Overload/Part-time Non-classroom Academic Salary Schedule based upon the criteria as described in Section III of this Article, then granted one additional column for each step from their placement on the 2013-2014 Regular Term Hourly Schedule, with no faculty member placed higher than column 5.~~

III.30.3. Salary Schedule Column Placement Criteria

All degrees or units must be from accredited educational institutions.

Aa. Column I

- 1. ~~Bachelor's Degree (or the minimum degree and/or experience as required by the California Community College Chancellor's Office minimum qualifications as published in the *Minimum Qualifications for Faculty and Administrators in*~~

California Community Colleges) or equivalency as established under 5 C.C.R. 53410.

Bb. Column II

(1). Master's Degree, or

(2). Bachelor's Degree plus 40 semester units, including Master's Degree.

Cc. Column III

(1). Master's Degree plus 20 semester units, or

(2). Bachelor's Degree plus 50 semester units, including Master's Degree.

Dd. Column IV

(1). Master's Degree plus 40 semester units, or

(2). Bachelor's Degree plus 70 semester units, including Master's Degree, or

(3). Permanent Vocational Credential received prior to establishment of the Community College Credential and Bachelor's Degree.

Ee. Column V

(1). Earned Doctorate, or

(2). Master's Degree plus 60 semester units, or

(3). Bachelor's Degree plus 90 semester units, including Master's Degree, or

(4). Permanent Vocational Credential received prior to establishment of the Community College Credential and Master's Degree.

IV.30.4. Previous Experience Credit for Initial Step Placement

Aa. Instructional experience

At the time of initial employment, new ~~full- and part-time~~ <sup>[KL113][KL114]</sup> 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. ~~The~~ Previous experience credit will be given as follows:

0-~~7~~5 years of experience – placement on step 1

~~8~~6 years of experience – placement on step 2

~~9~~7 years of experience – placement on step 3

~~10~~8 or more years of experience – placement on step 4

Bb. Non-instructional occupational experience

~~At~~ For purposes of calculating initial step placement in Section 30.4.a above, at the time of initial employment, full-time [KL115] faculty members may be awarded placement credit for non-instructional occupational experience provided that it directly relates to the District assignment. Credit granted will be at the rate of one step-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.

The new full-time [KL116] faculty member will submit to Human Resources at least one of the following:

~~(1)a.~~ A completed Request for Verification of Work Experience Form (obtained from Human Resources) from each former employer; or

~~b.(2)~~ A letter on the employer's letterhead verifying work experiences and dates of employment; or

~~c.(3)~~ An IRS Form 1040 and Schedule C for self-employed experiences.

V.30.5. Step and Column Movement

Aa. Step advancement

~~(1):~~ Full-time faculty members shall move one step on the Full-time Academic Salary Schedule ~~and one column on the Full-time Overload/Part-time Non-classroom Academic Salary Schedule annually for each contractual year of service.~~

~~(2):~~ Step movements shall occur annually in the Fall. ~~Part-time faculty members shall move one column on the salary schedule after having served the equivalent of thirty (30) LHE.~~

~~3. — Step and column movements shall occur annually in the Fall.~~

(43)- 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.[KL117]

Bb. Column Advancement

(1)- Column advancement based on experience shall occur annually in the Fall.

(2) Full-time faculty members shall move one column on the appropriate salary schedule annually for each contractual year of service.

(3) Part-time faculty members shall move one column on the salary schedule after having served the equivalent of thirty (30) LHE.

(4) After the date of hire, for the purpose of column advancement, nine (9) semester units of lower division college level credit from an accredited institution of higher education will be allowed for coursework that is pertinent to the principal area of assignment and/or is for retraining or the up-grading of skills. The coursework must be approved in advance by the Dean and Vice President.

(25)- Coursework taken for column advancement outside the faculty member's primary assignment must be approved by the Vice President prior to enrolling in the course(s).

(36)- A passing grade must be earned in all coursework accepted for salary classification credit. A pass/fail course must be noted as pass and a credit/non-credit course must be noted as credit in the transcript.

(47)- Column advancement based on coursework or completion of a degree can occur in Fall and Spring. Official verification of coursework taken and/or degree conferred must be submitted to Human Resources by August 1st for column advancement for the Fall semester and in January 3rd for column advancement for the Spring semester.[KL118]

VI.30.6. Doctoral Stipends

Full-time faculty members who hold an earned doctorate from an accredited institution shall receive a stipend of 5.6% of the base salary as defined in section 30.2.1.2 I.A.1.H.A.2a.ii [KL119][RN120] as part of their annual salary.

VI.30.7. State of California Part-time Parity Compensation Funds

State of California part-time pParity compensation funds ("parity pay") received from the State of California will be distributed among part-time faculty only (e.g., work performed by part-time faculty during the 2014-2015an academic year will be paid in the fall 2015 semester of the following academic year).

VIII.30.8. Increase in Compensation

Aa. For the ~~20152018-20162019~~ academic year and the ~~20162019~~ summer term, the Full-time Academic Salary Schedule will reflect an increase of ~~six percent (6%)~~ 2.71% over the schedule of the previous year. over the salary schedule of the previous year. The Part-time Classroom Academic Salary Schedule, ~~and~~ the Full-time Overload/~~Part-time Non-classroom~~ Academic Salary Schedule and the Part-time Non-classroom Academic Salary Schedule will be adjusted as described in Section II of this Article.

Bb. For the ~~20162019-20172020~~ academic year and the ~~20172020~~ summer term, the Full-time Academic Salary Schedule, the Part-time Classroom Academic Salary Schedule, ~~and~~ the Full-time Overload/~~Part-time Non-classroom~~ Academic Salary Schedule, and the Part-time Non-classroom Academic Salary Schedule will reflect an increase of ~~three percent (3%)~~ 2.57% over the salary schedule of the previous year.

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.

Cc. For the ~~20172020-20182021~~ academic year and the ~~20182021~~ summer term, the Full-time Academic Salary Schedule, the Part-time Classroom Academic Salary Schedule, ~~and~~ the Full-time Overload/~~Part-time Non-classroom~~ Academic Salary Schedule, and the Part-time Non-classroom Academic Salary Schedule will reflect an increase of ~~three percent (3%)~~ 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. over the salary schedule of the previous year.

**ARTICLE XXXI**

**RETIRED FACULTY RETIREMENT BENEFITS**<sup>[KL121]</sup>

[Per TA signed 05/31/18]

I.31.1. Retirement Incentive Programs

Faculty members may participate in retirement incentive programs established by the Board of Trustees in compliance with the California Education Code.

I.<sup>[KL122]</sup>31.2. 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 a 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.~~
- ~~3. The faculty member must have been employed full-time as an academic employee of the District for at least ten (10) years prior to the request for reduced load.~~
- ~~4. Except for the reduction in salary, corresponding to the reduced load, the District will provide the part time faculty member the same benefits provided a regular full time (100%) faculty member.~~
- ~~5. The District and the faculty member shall agree to make contributions to the STRS equal to the amount required of a full-time (100%) faculty member.~~
- ~~6. The minimum reduced load shall be the equivalent of one-half (1/2) of the number of days of service required by the faculty member's contract of employment during the final year of service as a full-time (100%) position.~~
- ~~7. A faculty member on the optional reduced load program shall work for the duration of the reduction, as mutually agreed by the faculty member and the District, at a minimum:~~
  - ~~a. 100% of one semester and 0% of the other semester, or~~
  - ~~b. 50% each semester, or~~
  - ~~c. Any assignment that will average 50% or more for two (2) semesters of the academic year.~~
- ~~8. An applicant for the optional reduced load program must make application for the optional reduced load program no later than February 1st for the following academic year.~~

~~I-[KL123]~~ 31.3. Consultant Contract Program for Retired Academic Employees

Aa. When need exists, the Board of Trustees may award consultancy contracts to retired faculty members of the District. Following are the rules and regulations for the implementation of programs of consultant contracts for retired faculty members.

- (1). To be eligible to start the consultant contract program, the faculty member must be at least fifty-five (55) years of age before the beginning of the college year (July 1) in which the consultant contract starts.
- (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 participate in the consultant contract program.
- (3). The faculty member must have officially retired from the District prior to July 1 of the fiscal year in which the consultant contract begins.
- (4). The contract may be written for a period of up to five (5) years or until the faculty member reaches the age of sixty-five (65), whichever comes first.
- (5). The contract may be by mutual agreement for a specific annual project or service for not less than thirty (30) working days per year.
- (6). The annual consultant contract compensation shall not exceed the maximum allowed under the Education Code for such services.
- (7). 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.

#### H. [KL124] 31.4. Health and Medical Benefits for Retirees

Aa. 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.

Bb. Present medical, vision, and dental benefits for those retirees who were employed full-time 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~~<sup>[KL125]</sup> 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.
  - (d). In any given year, the increase will not be greater than 10% over the prior year cost for this coverage.
- (4). If both the retiree and his/her dependent have reached the age of Medicare eligibility, the retiree may purchase for the dependent, through the District's health benefit providers, supplemental health coverage equivalent to that provided for the retiree so long as:

~~(a)-~~ Such purchase is permitted by the health carrier;

~~(b)-~~ The retiree and the dependent have purchased Medicare A and B coverage, if eligible to purchase such coverage; and

~~(c)-~~ The retiree pays an amount equal to the District's cost for the retiree's supplemental health coverage. If the retiree or dependent is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.

~~(5)-~~ If the retiree is under the age of Medicare eligibility but the dependent has reached such age, health benefits for the dependent will continue under the following circumstances:

~~(a)-~~ Such purchase is permitted by the health carrier;

~~(b)-~~ The dependent has purchased Medicare A and B coverage, if eligible to purchase such coverage; and

~~(c)-~~ If the dependent is not eligible for Medicare or otherwise fails to purchase Medicare A and B coverage, the retiree shall pay any penalty, fee or other cost imposed by the insurance carrier.

~~Dd.~~ After the retiree reaches the age of Medicare eligibility, the retiree may purchase vision and dental benefits, for both himself or herself and for dependents, through the District's providers so long as:

~~(1)-~~ Such purchase is permitted by the health carrier;

~~(2)-~~ Benefits for retirees are grouped in a separate rate from the active/early retirees' group; and the retiree pays the full cost of such benefits.

~~Ee.~~ Other coverage for the faculty member and coverage for the dependents is subject to applicable state and federal laws providing for such coverage.

### ~~HH31.5.-[KL126]~~ Emeritus Faculty Privileges

~~Aa.~~ Eligibility

Any full-time faculty member who retires from the District shall receive emeritus status, ~~provided h~~However, ~~that~~ if a faculty member retires while on an administrative leave, and he/she desires emeritus status, the retiring faculty member must submit a request for emeritus status to the District Office of Technology and Learning. The Office of Technology and Learning will submit the matter to a special panel composed of two members appointed by the

Academic Senate and two members appointed by the College President, and a fifth member to be determined by the appointed panel members. The special panel will make a recommendation to the Board of Trustees, 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 Board's decision and its reasons will be made to the members of the panel.

Bb. Privileges

- (1). Faculty members granted Emeritus status will be issued official college identification designating their status, and their names will be retained in the College catalog.
- (2). Emeritus faculty will be granted lifetime event, library and faculty parking privileges, and upon request, lifetime email access.

**ARTICLE I  
AGREEMENT**

- 1.1. 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”), an employee organization.
- 1.2. This Agreement is entered into pursuant to the Educational Employment Relations Act (EERA) [Chapter 10.7, Sections 3540-3549 of the Government Code].
- 1.3. This Agreement shall remain in full force and effect from July 1, 2018 until June 30, 2021.

**ARTICLE II  
EFFECT OF AGREEMENT**

The articles of this Agreement shall be final and binding on both parties.

**ARTICLE III  
SEVERABILITY**

3.1. 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.

3.2. Replacement for Severed Provision

In the event of suspension or invalidation of any article or section of the Agreement, the District and the Association will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such article or section.

**ARTICLE IV  
DEFINITIONS**

ACADEMIC YEAR

The traditional fall and spring semesters of a school year which are consistent with the 178 total instructional days as specified in the Academic Calendar.

ACADEMIC CALENDAR

The published academic calendar developed by the Academic Calendar Committee and adopted by the Board of Trustees. The Academic Calendar specifies when classes are in session, professional development days, holidays and final exam periods.

#### ADMINISTRATION

The College or District employees who are designated management employees by the Board of Trustees in accordance with Government Code Section 3540.1 (g) and (m) of the EERA.

#### ADMINISTRATIVE REGULATIONS

Regulations that provide for the implementation of board policy which are developed by the Chancellor in consultation with the various constituent groups in accordance with Board Policy 107.

#### AGREEMENT (MASTER)

The negotiated collective bargaining agreement between the South Orange County Community College District as a public school employer and the Association as the certified organization recognized as the exclusive representative of the full- and part-time faculty.

#### ASSOCIATION

South Orange County Community College District Faculty Association, which is the certified organization recognized as the exclusive representative of the faculty of the South Orange County Community College District.

#### BASE SALARY

Column 1, step 1, of the Faculty Salary Schedule in any given year. The dollar amount in column 1, step 1, of the Faculty Salary Schedule shall be the dollar amount in column 1, step 1, of the immediate prior Faculty Salary Schedule and any negotiated and agreed upon adjustments for that given year.

#### BOARD POLICY

A policy adopted and published by the Board of Trustees in accordance with Board Policy 107.

#### CCR

The California Code of Regulations.

#### CHANCELLOR

South Orange Community College District chancellor.

#### CLOCK HOUR

Sixty (60) minutes.

#### COLLEGE

The college (Irvine Valley College, Saddleback College) where a faculty member has a primary assignment.

#### COLLEGE SERVICE

An activity and/or service that fulfills the faculty member's contracted service obligation outside of the faculty member's load.

#### CONTACT HOUR

Fifty (50) clock minutes of a sixty (60) minute scheduled classroom activity.

#### DAY

A "day" is any day on which the District administrative offices are open for business.

#### DEAN

The administrator assigned to a specific division/school at a college.

#### DEPARTMENT CHAIR

A faculty member who, under the supervision of a dean, administers an academic department.

#### DISTANCE EDUCATION (DE) or ONLINE EDUCATION

Instruction in which the instructor and student are separated by a distance so that they interact primarily through the assistance of communication technology.

#### DISTRICT

The entire South Orange County Community College District consisting of Irvine Valley College, Saddleback College, and their off-campus sites, including ATEP.

#### DUTY DAYS

The District has adopted a 178-day Academic Calendar (per Title 5, sections 55700 et. seq. and 58120 of the California Code of Regulations) within which each full-time faculty member fulfills his/her contracted workload as specified in Articles XIV (Assignment, etc.) and XV (Workload).

#### EDUCATION CODE (EDUC. CODE)

The California Education Code.

#### EERA

The Educational Employment Relations Act as recorded in Chapter 10.7, §3450-§3549 of the Government Code.

#### EXTRA DUTY DAYS

Additional days beyond a faculty member's normal contractual assignment during which designated faculty members perform duties (see Article XV).

#### FACULTY



All full- and part-time academic employees who are included in the bargaining unit as defined in Article V, and therefore covered by the terms and provisions of this Agreement.

#### FACULTY MEMBER

A full- or part-time academic employee who is included in the bargaining unit as defined in Article V, and therefore covered by the terms and provisions of this Agreement.

#### FULL-TIME

A faculty member employed by the District full-time as defined in the Education Code.

#### FULL-TIME FACULTY EQUIVALENT DAY

The equivalent of 7.2 hours of instructional and prep time.

#### GRIEVANCE

A formal written allegation by a grievant who alleges a violation of a specific article, section, or provision of this Agreement.

#### GRIEVANT

Any faculty member(s) who claim(s) to have been aggrieved by an alleged violation of this Agreement.

#### IMMEDIATE FAMILY

The mother, father, stepparent or legal guardian, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, or grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse or domestic partner of the employee, or any relative living in the immediate household of the employee.

#### IMMEDIATE SUPERVISOR

The administrator who has immediate supervision of a faculty member.

#### INSTRUCTOR

An employee who is included in the bargaining unit as defined in Article V, and therefore covered by the terms and provisions of this Agreement.

#### LABORATORY (INSTRUCTIONAL ACTIVITY)

Instructional activity in which the workload is divided between student contact activities and preparatory activities, including but not limited to laboratory preparation, course material development, responding to student work and grading. Instruction is normally delivered on a 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.

184 LEARNING CENTERS/TUTORIAL (INSTRUCTIONAL ACTIVITY)

185 Instructional activities such as learning assistance or learning centers, in which the  
186 assignment is fulfilled entirely by student contact activities, with no preparatory  
187 activities. Instruction is normally delivered on an individual basis.

188  
189 LATERAL TRANSFER

190 Any administrative or Board action which results in the movement of a faculty member  
191 from one immediate supervisor or site to another as set forth in Article XIX. A transfer  
192 may be initiated by the faculty member (“voluntary”) or by the District (“involuntary”).

193  
194 LECTURE (INSTRUCTIONAL ACTIVITY)

195 Instructional activity in which the workload is divided between student contact activities  
196 and preparatory activities, including but not limited to lecture preparation, course  
197 material development, responding to student work and grading.

198  
199 LECTURE HOUR EQUIVALENT (LHE)

200 A unit of measure used to establish the load and rate of pay for a faculty assignment.

201  
202 LIBRARY, COUNSELING SERVICES, AND LEARNING DISABILITY SPECIALISTS  
203 (INSTRUCTIONAL ACTIVITY)

204 Instructional activities in which the assignment is fulfilled primarily by student contact  
205 activities within an assigned period.

206  
207 LOAD

208 The contractual instructional assignment of a faculty member made up of Lecture,  
209 Laboratory, Practicum, Learning Center/Tutorial, Library, Counseling Services or  
210 Learning Disability Specialist instructional activities.

211  
212 MUTUAL AGREEMENT

213 Agreement between the appropriate District administrator and unit member. If mutual  
214 agreement is not reached, the appropriate Vice President and the President of the  
215 Association or designee shall meet with the faculty member and the appropriate  
216 administrator to reach mutual agreement.

217  
218 PART-TIME

219 A faculty member employed by the District who works less than a full-time workload and  
220 is not a tenured faculty member, a probationary full-time faculty member, or a temporary  
221 full-time faculty member as described in the Education Code (e.g. Educ. Code §§ 87478,  
222 87480, 87481, 87482).

223  
224 PRACTICUM (INSTRUCTIONAL ACTIVITY)

225 Instructional activity in which instruction is delivered primarily during student contact  
226 activities with some necessary instructor preparation. This activity includes courses in  
227 which the learning objectives are demonstrated through student participation.

228  
229 PRESIDENT

College president for each campus in the District.

#### PROFESSIONAL DEVELOPMENT ACTIVITIES

Professional development (formerly called Flex) activities are in lieu of classroom, preparation, and office hour assignment time and, therefore, attendance is required for full-time faculty members (5 CCR §55726).

#### SALARY SCHEDULE

The appropriate schedule as set forth in Appendix A.

#### SOCCCD

South Orange County Community College District.

#### STRS

California State Teachers Retirement System

#### TRC – TENURE REVIEW COMMITTEE

A committee assigned to evaluate and assist probationary faculty members through the tenure process.

#### VICE CHANCELLOR

The Vice Chancellor of Human Resources & Employer/Employee Relations, Vice Chancellor of Technology and Learning Services, or the Vice Chancellor of Business Services of the SOCCCD.

#### VICE PRESIDENT

The Vice President for Instruction, Vice President for Student Services, or the Vice President for Administrative Services for each campus in the District.

#### WORKLOAD

A faculty member's total contractual assignment, including load, overload, extra duty days, and duties compensated by stipend and/or reassignment.

#### WORKSITE

A physical location where a faculty member performs and completes some or all of their academic assignment(s). Example: A clinical setting in which a nursing faculty member performs instruction.

### **ARTICLE V RECOGNITION**

The District recognizes the Association as the exclusive representative of full-time and part-time academic employees of the District, including librarians and counselors, for the purposes of meeting and negotiating. Management, confidential, classified, and supervisory employees, as defined by the Educational Employment Relations Act, shall be excluded from the bargaining unit.

**ARTICLE VI**  
**ASSOCIATION RIGHTS**

- 6.1. 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, audiovisual and duplicating equipment, and telephone.
- 6.2. 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. The District shall provide the Association with contact information for unit members as follows:
- a. A list of the following information, with each filed in its own column, for all bargaining unit members within five (5) days of the last payroll date of September, January, and May:
- i. First name;
  - ii. Middle initial;
  - iii. Last name;
  - iv. Suffix (e.g., jr., iii)
  - v. Preferred name
  - vi. Job title;
  - vii. Department;
  - viii. Primary worksite name;
  - ix. Work telephone number;
  - x. Work extension;
  - xi. Home street addresses (incl. Apartment #);
  - xii. Mailing address (if different);
  - xiii. City;
  - xiv. State;
  - xv. Zip code (5 or 9 digits);
  - xvi. Home telephone number (10 digits) (if available);
  - xvii. Personal cellular telephone number (10 digits) (if available);
  - xviii. Personal email address of the employee (if available);

- xix. Birth date;
- xx. Hire date.

In lieu of provided the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available.

- b. A list of the names and information described in Section 6.5.a above for all newly hired full-time and part-time employees within the bargaining unit within five (5) days of the last payroll of the month in which they were hired.

“Newly hired employee” means any full-time or part-time bargaining unit employee hired by the District 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 layoff rehire list, or previously employed by the District in a non-faculty position) 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 employee status changed such that the employee was placed in the bargaining unit.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available.

(California Government Code §3558.)

- 6.6. The District and the college administration shall consult with the Association on new or modified fiscal or budgetary programs when this information is of concern to the Association as it relates to items determined to be in the scope of representation under the EERA.

- 6.7. Reassigned time without loss of compensation shall be provided to Association members for negotiations and conducting Association business. Schedules of those 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:

- a. The Association will provide the names of faculty members receiving the reassigned time to supervising College administrators and District no later than May 1st for the fall semester and October 1st for the spring semester.
- b. The Association will receive forty-eight (48) LHE per year, to be utilized by no more than five (5) negotiating team members and the Association President and/or designee(s).

- 368  
369 c. The Association will have the right to purchase up to twelve (12) additional LHE  
370 per year from the District, to be utilized by no more than five (5) negotiating team  
371 members and the Association President and/or designee(s), at the rate of one (1)  
372 LHE as described in the appropriate salary schedule (Appendix A) for one (1)  
373 LHE of reassignment.  
374
- 375 d. Additional LHE will be added for summer use only:  
376  
377 (1) Three (3) LHE as described in the Part-time Classroom Academic Salary  
378 Schedule for the President;  
379  
380 (2) One (1) LHE as described in the Part-time Classroom Academic Salary  
381 Schedule, or during periods when the parties are in formal negotiations to  
382 establish a new collective bargaining agreement, three (3) LHE, for the  
383 Chief Negotiator.  
384
- 385 6.8. Upon request, association officers or their designee(s) shall be granted paid leave to serve  
386 as an elected officer of the Association, or of any statewide or national public employee  
387 organization with which the Association is affiliated, or to be used for local, state, or  
388 national conferences, or for conducting other business pertinent to the Association's  
389 affairs.  
390
- 391 a. For a leave of fewer than five (5) days, these representatives shall be excused  
392 from their duties upon a minimum of a two (2) days' advance notice to the college  
393 president by the Association President or designee. For leave of longer than five  
394 (5) days, the college president will receive a minimum of ten (10) days' notice.  
395
- 396 b. The Association shall reimburse the District for all compensation paid to the  
397 employee on account of the above leave within ten (10) days after receiving the  
398 District's certification of payment of compensation to the employee.  
399
- 400 c. The leave of absence without loss of compensation provided for by this section is  
401 in addition to the released time without loss of compensation granted to  
402 Association officers or designees in Section 6.7. above.  
403
- 404 (Educ. Code §87768.5).  
405
- 406 6.9. New Employee Orientation  
407
- 408 a. "New employee orientation" refers to the process by which a newly hired public  
409 employee – whether in person, online, or through other means or media – is  
410 advised of their employment status, rights, benefits, duties and responsibilities, or  
411 any other employment-related matters.  
412

- b. The District shall provide the Association with 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 shorter 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 group orientations with new employees, the Association shall have one (1) hour for Association representative(s) to conduct the orientation session. Additional time may be allotted by mutual agreement.

## **ARTICLE VII MANAGEMENT RIGHTS**

Except as limited by the specific and express terms of the EERA and/or this Agreement, the Board hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Administration, and the Administration shall continue to exercise such rights, powers, functions, and authority during the period of this Agreement.

## **ARTICLE VIII NEGOTIATION PROCEDURES**

- 8.1. Either the District or the Association may notify the other in writing, between September 1 of the previous calendar year through May 1 in the year that this contract expires, of its request to modify, amend, or terminate the agreement. Negotiations shall thereafter commence in accordance with the law.
- 8.2. Either party may use the services of outside consultants to assist in the negotiations.
- 8.3. Negotiations shall take place at mutually agreed upon times and places.
- 8.4. Any tentative agreement reached between the parties shall be put in writing and signed by both parties. Ratification of the Agreement, both by the District and Association, shall occur at a regularly scheduled meeting of these respective bodies or at a special meeting called within a reasonable period of time.
- 8.5. Upon request by the Association President, or his/her designee, the District shall provide one copy of any clearly non-confidential District, county, or state reports or documents. The District shall also provide one copy of all budgetary information that it develops and/or produces that is necessary and reasonable for the Association to fulfill its role as the exclusive bargaining representative. All such reports shall be delivered to the Association in a timely manner.

## **ARTICLE IX**

**UNIT STABILITY**

9.1. Placement of new positions

- a. Should any new positions be established during the terms of this Agreement, the placement of those positions in or out of the bargaining unit shall be determined according to Article V. If not covered in Article V, placement shall be negotiated with the Association.
- b. Should the issue not be resolved within thirty (30) days of the establishment of a new position, it shall be submitted to PERB.

9.2. Alteration of existing positions

- a. Except as set forth below, no position or job title filled by a faculty member, or the duties and responsibilities delineated in the job announcement for which the faculty member was hired, shall be altered during the term of the agreement without mutual agreement between the District and the Association unless that position or job title has been permanently vacated.
- b. A faculty member's duties and responsibilities delineated in the job announcement for which the faculty member was hired may be modified by mutual agreement between the District and the Association while the faculty member is in his/her position if the change is necessary to provide the faculty member with a full load which is within the faculty member's minimum qualifications.

9.3. Vacant positions

- a. When the District determines that a vacancy within the bargaining unit shall be filled, the Association shall be notified within ten (10) days of the District's determination.
- b. Said vacancies shall be posted for a minimum of ten (10) days prior to being filled.
- c. Vacancies in full-time positions which occur during the term of this agreement will be filled by full-time faculty members to meet the base annual full-time faculty obligation number (FON) as determined by the Office of the Chancellor of California Community Colleges (California Community College System Office).

**ARTICLE X  
ORGANIZATIONAL SECURITY**

- 10.1. 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.

## 10.2. Membership

- a. Membership in the Association is not compulsory.
- b. Except as provided elsewhere in this Agreement, any member of the bargaining unit, may elect to become a member of the Association. Member status is elected by submitting to the Association a completed Membership Enrollment Form.
- c. The amount of any dues shall be verified and submitted in writing to the District within thirty (30) days after the effective date of this Agreement and at the beginning of each successive school year.
- d. Full-time bargaining unit members electing to pay Association dues or hired during the school year shall be required through direct payment or deduction authorization, only a pro rata amount of the membership dues or service charge. Such pro rata shall be based on a maximum of ten (10) school months and the number of months remaining in the school year. A faculty member shall be determined to have worked a full month if more than 51 percent of the teaching days in that month remain after the faculty member commences employment or elects to begin paying Association dues.
- e. The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Government Code, Chapter 10.7 of Division 4, Title 1, 3540, as amended, and construed by the Public Employment Relations Board, federal, and state courts, and to the extent that it does not conflict with any federal or state laws.
- f. As a condition of the effectiveness of this Article, the Association agrees to defend, indemnify and hold harmless the District, Board of Trustees, each individual member of the Board of Trustees, and all administrators in the District, 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 any monies deducted and remitted to the Association pursuant to this section or for any action taken by the District for the purpose of complying with this Article.

## **ARTICLE XI PROFESSIONAL DUES AND PAYROLL DEDUCTIONS**

- 11.1. Any faculty member who is a member of the Association or who has applied for membership may sign and deliver to the Faculty Association Office an appropriate written authorization requesting deduction of unified Chapter/CTA/NEA dues. Such authorization shall continue in effect from year to year unless revoked in writing between

July 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the faculty member each month for ten months beginning with the first regular salary check of the academic year.

11.2. Faculty members who sign such an authorization after the commencement of the academic year shall have their dues prorated for the remainder of that academic year.

11.3. With respect to all sums deducted by the District pursuant to authorization by the employee, the District agrees to remit monthly, within fifteen (15) days following the date of deduction on the member's pay warrant, such monies to the Association's designee accompanied by an alphabetical list of faculty members for whom such deductions have been made.

11.4. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

11.5. Upon receiving appropriate notice of written authorization from the faculty member or certificate of authorization from the Association, the District shall deduct appropriate amounts from the salary of the faculty member and make appropriate remittance to annuities, credit union accounts, savings bonds, or any other plans or programs approved by the Association and the District.

## **ARTICLE XII BOARD POLICIES**

In the event the District desires to change a Board Policy which affects a term or condition of employment, as defined by Government Code Section 3543.2, the District will, prior to making such a change, notify the Association of the proposed change, and provide it with a reasonable opportunity to negotiate the change, to the extent such change is within the scope of representation.

## **ARTICLE XIII REOPENER CLAUSE**

13.1. Both parties (District and Association) have agreed that the scope of the EERA leaves some room for interpretation. In an effort to expedite the negotiations process, the Articles contained herein constitute an agreement on the scope of the EERA. However, should PERB or the courts rule on items not covered in this contract, the Association and the District agree to meet and negotiate in good faith those provisions so ruled in the scope of representation of the Association as the designated bargaining unit.

13.2. Any item so negotiated and agreed to by both the District and the Association shall become a part of this Agreement and shall not cancel or invalidate any other part of the Agreement.

## **ARTICLE XIV**

**ASSIGNMENT, CONTRACT YEAR, HOURS OF SERVICE, AND PROFESSIONAL DUTIES**

14.1. 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/or approve each part-time faculty member's workload.
- 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.

14.2. 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.

14.3. Hours of Service

- a. Full-time faculty members are expected to work an average of thirty-six (36) hours per week for a 30 LHE yearly assignment. A typical semester workload shall be comprised of:
  - (1) Classroom Assignment:
    - (a) Fifteen (15) hours per week of classroom or equivalent instruction.
    - (b) Fifteen (15) hours per week for grading, record keeping, student advising, appointments, classroom preparation, and other professional duties as assigned.
    - (c) Five (5) office hours per week during each week of the semester, including finals' week.
    - (d) An average of one (1) hour per week of college service.
  - (2) Non-classroom Assignment:
    - (a) Thirty (30) hours per week, including finals week, of direct student contact, outreach, and program specific assignments.

(b) Five (5) office hours per week.

(c) An average of one (1) hour per week of college service.

b. Part-time faculty members are expected to fulfill the following:

(1) Classroom Assignment:

(a) Provide one hour per week for each LHE of assigned classroom or equivalent instruction.

(b) Provide one hour per week for each LHE of assigned classroom or equivalent instruction for grading, record keeping, and classroom preparation.

(c) Conduct an average of twenty (20) minutes of student consultation and appointments per week, including finals' week, for each assigned LHE of classroom or equivalent instruction. Such advisement may take place either in person, or through telephone or on-line (e.g., the approved District LMS or e-mail) consultation.

(2) Non-classroom Assignment:

Provide one hour per week, including finals week, of direct student contact, outreach, and program specific assignments, for each LHE of assigned advisement.

#### 14.4. Professional Duties within the Hours of Service

a. Each faculty member shall:

(1) Comply with their individual workload assignments.

(2) Participate in SLO assessment, program review, college accreditation processes, and curriculum and program development, updates, and technical/program reviews, as appropriate.

(3) Respond to and evaluate student work, and report final grades to Admissions, Records, and Enrollment Services by an announced deadline each semester.

(4) Respond to student academic concerns.

(5) Report all personal absences to the dean as required by District policy.

- (6) Complete training once every two years in Title IX (20 U.S. Code §1681 et seq.) / unlawful discrimination prevention, and any other training determined to be mandatory by agreement between the District and the Faculty Association, or by law. Part-time faculty members will receive compensation for training according to the appropriate stipend rate if required to attend.
  - (7) First-year probationary faculty members will attend college and District orientation meetings during the fall semester professional development week.
  - (8) Full-time faculty members shall attend commencement, or appropriate graduation ceremony, unless participating in a different coincidental District duty (e.g., a coach attending an athletic competition which coincides with the commencement ceremony). Full-time faculty who fail to attend commencement shall report their absence per District policy and will have one-half (1/2) day of appropriate leave deducted.
  - (9) Full-time faculty members shall complete their professional development obligations, calculated for full-time faculty members at 4.2 hours per professional development day as designated in the Academic Calendar.
- b. Full- and part-time faculty members are encouraged to attend and participate in:
- (1) District-wide Opening Sessions convened by the Chancellor.
  - (2) Opening sessions convened by the College President.
  - (3) Regularly scheduled departmental, division, school meetings convened by the dean.
  - (4) Professional development activities offered throughout the Professional Development calendar.

## **ARTICLE XV WORKLOAD**

### **15.1. Workload**

#### **a. General Provisions**

All faculty members covered by the Master Agreement are by definition instructional/teaching faculty, and their regular contracted duties and responsibilities are instructional and teaching in nature. This applies to all full-time and part-time faculty, and includes all mediated and classroom instructors as well as all faculty whose normal or occasional duties and activities are non-

traditional or non-classroom in nature, such as counselors, librarians, learning disability specialists, learning assistance instructors, and any and all others who are included in the Academic Employee bargaining unit within the District.

15.2. Instructional Activities

a. Categories of Instructional Activities for Which LHE is Assigned

For the purposes of determining faculty loads, each instructional activity will be assigned to one of the following five categories as defined in Article IV.

- (1) Lecture
- (2) Laboratory
- (3) Practicum
- (4) Learning Center/Tutorial
- (5) Library, Counseling Services, and Learning Disability Specialists (Instructional Activities)

A committee comprised of representatives of the colleges and/or District Services, the Academic Senates of each college, and the Faculty Association will meet annually to assign courses to the appropriate category.

b. Lecture, Laboratory, Practicum and Tutorial Assignments:

- (1) Full-time faculty members who instruct lecture, laboratory, practicum and tutorial courses will be assigned 30-32 LHE per academic year. The normal load for full-time faculty shall be thirty (30) LHE per year, normally assigned as fifteen (15) LHE per semester. If load is over 30 LHE, LHE in excess of 30, but not to exceed 32 will be paid from the appropriate academic salary schedule (see Appendix A). The final adjustment payment will be paid on the last working day of April to allow for adjustments from the fall and spring loads. LHE in excess of 30, but not exceeding 32, which are part of a faculty member's normal load will not be considered overload, and will not limit overload as allowed in this Agreement.
- (2) The normal number of separate course preparations for a normal full-time faculty member's load per semester shall not exceed three (3). In special situations, with the agreement of the faculty member, a faculty member may teach more than three (3) separate preparations.
- (3) Lecture, laboratory, practicum and tutorial instruction will be calculated on a contact hour (50 minute).
- (4) Lecture, laboratory, practicum and tutorial loads will be 30-32 LHE per academic year, calculated according to the following ratios:

|            | <u>Contact Hours</u> | <u>LHE for load</u> |
|------------|----------------------|---------------------|
| Lecture    | 1                    | 1                   |
| Laboratory | 1                    | 1                   |
| Practicum  | 1.2 (5/6)            | 1                   |
| Tutorial   | 2                    | 1                   |

Example: Digital Photography 5/6 (units lecture/lab per week)

3 Hours Lecture = 3 LHE  
 6 Hours Practicum = 5 LHE  
 8 LHE for load

(5) Lecture Provisions:

- (a) The dean will determine and approve section cancellations.
- (b) The minimum section enrollment will be eighteen (18) for classes capped at 25 or below, or twenty-two (22) for a class capped above 25.
- (c) The dean may authorize a section with less than the minimum enrollment for conditions such as academic and/or pedagogic rationale, safety, limited number of workstations, mandated program limits, academic sequential programs, and intercollegiate athletics.
- (d) **Large Lecture Assignments:** Large lecture sections will have an enrollment of more than 45 students. The following conditions apply:
  - i. Large lecture sections must be pre-approved and scheduled by the dean.
  - ii. The course must be listed in the general catalog of the college and offer units.
  - iii. Consent of the faculty member(s) is required.
  - iv. Large lecture compensation will be calculated on Census Day using the following formula: For sections with an enrollment of forty-six (46) to sixty (60) and for every increment of fifteen (15) thereafter (for example, 61-75), one (1) additional LHE according to the appropriate salary schedule (see Appendix A) shall be assigned to the faculty

member's workload according to the ratios defined in  
Section 15.3.e.of this Article).

- v. Large lecture compensation will not apply to the ten (10)  
LHE overload limit.

(e) **Small Lecture Assignment (Contracted Classes):** Small lecture  
sections are established when there are extenuating circumstances  
and will enroll at least four (4) but less than the section's minimum  
number of students as described in section D(2) above. The most  
common cause for engaging a small lecture section would occur  
when a section is scheduled to be canceled, and the course is  
needed to meet specific needs of the students affected. The  
following conditions apply:

- i. Enrollments will be monitored by the dean.
- ii. Mutual consent of the faculty member and the dean is  
required.
- iii. The course must be listed in the general catalog of the  
college and offer units.
- iv. The section must be well planned and structured, and  
follow the approved course outline on file with the state.
- v. An individual section contract will be established between  
the dean and the faculty member. The contract will include  
the total number of hours, meeting dates and times.
- vi. Small lecture compensation will be pro-rated per  
enrollment and paid according to the appropriate salary  
schedule using the ratios specified below:
  - a) If the class maximum enrollment is twenty-five (25)  
or below, compensation will be determined by  
dividing the number of enrolled students at census,  
but no fewer than the number of enrolled students  
on the first day of instruction, by eighteen (18), and  
multiplying the appropriate compensation for the  
section by that percentage;
  - b) If the class maximum enrollment is above twenty-  
five (25), compensation will be determined by  
dividing the number of enrolled students at census,  
but no fewer than the number of enrolled students



on the first day of instruction, by twenty-two (22),  
and multiplying the appropriate compensation for  
the section by that percentage.

- (f) **Team Teaching Section:** The total LHE assigned to the team that teaches the section normally shall not exceed the total LHE assigned to the course. A team-taught section will normally have a maximum enrollment of forty-five (45) students. This maximum enrollment will not be exceeded without the permission of the faculty members. In the event that a team-taught section is identified as a large lecture section (refer to Sections 15.2.b.5.d of this Article), the total large lecture compensation will be distributed as the LHE is distributed among the team that teaches the section.
- (g) **Directed (independent) Study:** Directed (independent) study sections may be offered when authorized by state law and Board policy, and subject to the approval of the applicable dean. All academic employees are eligible to instruct a directed study section(s). The following conditions apply:
- i. The dean will identify and/or approve all directed study sections.
  - ii. Consent of the faculty member is required.
  - iii. The time scheduled for directed study section may not coincide with the faculty member's other assignments.
  - iv. Directed study sections will not count toward the faculty member's contractual load.
  - v. The faculty member shall be compensated with LHE according to the appropriate Academic Salary Schedule (see Appendix A) for eight (8) contact hours (see Section 15.2.b.5.d above).
  - vi. Directed study sections may involve from one (1) to no more than three (3) students.
  - vii. A syllabus or course outline of record and student contract for each study section must be on file with the dean.
  - viii. The assigned faculty member shall meet with the student(s) for a minimum of eight (8) contact hours during the semester.

- ix. A project, test, paper and/or presentation must be successfully completed by each student.

(h) **Productivity Incentive and Class Averaging:**

- i. If a faculty member has an average of forty-five (45) students per section, or a total of two-hundred twenty-five (225) students for the semester, he/she shall be allowed to teach the total of 225 students in no fewer than four separate sections.
- ii. If a faculty member has an average of thirty (30) students per section or greater (150 students per semester), he/she shall be allowed to teach one (1) section which does not meet the minimum enrollment as defined in Section 15.2.b.5.d.iii above, provided he/she still has 150 students.
- iii. A faculty member may not claim large lecture compensation (see Section 15.b.5.d above) for any section which is used for the determination of Productivity Incentive or Class Averaging as described above.

- c. **Non-Classroom Assignments:** Full-time faculty members who provide tutorial, library, counseling and learning disability services will be assigned 30 LHE per academic year. Load hours will focus on direct student contact, outreach, and program specific assignments. The dean has the right to assign to and/or approve of each full-time faculty member's load.

- (1) Tutorial coordinators, librarians, learning disability specialists, and counseling hours will be calculated on a clock hour (60 minutes) basis (or portions thereof).

|                       | <u>Clock Hours</u> | <u>LHE for Load</u> |
|-----------------------|--------------------|---------------------|
| Tutorial Coordination | 2                  | 1                   |
| Library               | 2                  | 1                   |
| Counseling            | 2                  | 1                   |
| Learning Disability   | 2                  | 1                   |

- (2) Lecture instruction (refer to Article IV and Section 15.2. of this Article):

- (a) Counselors and Librarians may include a maximum of 6 LHE of classroom assignment per semester within their workload assignment.

(b) Learning Disability Specialists' assignments may vary.

d. All Learning Center assignments will be exclusively tutorial.

### 15.3. Overload

a. The dean will consider full-time faculty for overload assignments before part-time faculty members receive assignments.

b. Overload assignments may not exceed ten (10) LHE per semester.

c. Only full-time faculty members can work overload.

d. Instructional assignments outside the traditional Fall and Spring semester do not constitute an overload assignment.

e. Overload assignments will be calculated by the following ratios and compensated in accordance with the appropriate academic salary schedule:

|            | <u>Contact Hours</u> | <u>LHE</u> |
|------------|----------------------|------------|
| Lecture    | 1                    | 1          |
| Laboratory | 1                    | 1          |
| Practicum  | 1                    | 1          |
| Tutorial   | 2                    | 1          |

|                       | <u>Clock Hours</u> | <u>LHE</u> |
|-----------------------|--------------------|------------|
| Tutorial Coordination | 2                  | 1          |
| Library               | 2                  | 1          |
| Counseling            | 2                  | 1          |
| Learning Disability   | 2                  | 1          |

### 15.4. Part-Time Workload

Part-time faculty members may be assigned lecture and non-lecture workload assignments. The dean has the right to assign and approve each part-time faculty member's workload.

a. Part-time faculty members may accept employment and workload assignments. The following consideration, order of employment (offer), and conditions apply in order of priority for the fall and spring semesters:

- (1) Full-time faculty members will receive their assigned workloads and appropriate overload(s).
- (2) Part-time faculty members establish priority rehire eligibility and receive assignments as follows:
  - (a) Priority rehire eligibility is established in each division/school within each college separately, and is not transferable.
  - (b) A part-time faculty priority rehire eligibility list will be established for assignments commencing in the Fall 2020 semester and updated every fall semester thereafter.
    - i. For initial establishment of the part-time faculty priority rehire eligibility list, priority rank will be determined by ordering eligible part-time faculty, as described below, on the list by the initial hire date.
    - ii. Thereafter, part-time faculty who become eligible for priority rehire, as described below, will be added to the priority rehire eligibility list at the beginning of each spring semester for assignments in the subsequent fall and spring semester.
    - iii. Part-time faculty who establish eligibility during the prior fall semester shall be ranked according to initial hire date as a part-time faculty member and added to the hire date as a part-time faculty member and added to the bottom of the priority rehire eligibility list in that order.
  - (c) To establish priority rehire eligibility, a part-time faculty member must:
    - i. have held an assignment during three of the previous six fall and spring semesters;
    - ii. have received an overall rating of “Meets Standards” or better in two consecutive evaluations as established in each division/school within each college (at the time of initial implementation of this provision, previous evaluations will count toward establishing priority rehire eligibility);
      - a) For purposes of prior rehire eligibility, if a faculty member does not receive a timely evaluation as specified in Section 17.3 of this Agreement, the evaluation that should have been completed will be

considered as a “Meets Standards” evaluation if the offer of an assignment is made for the following semester. However, this provision does not preclude the District from subsequently evaluating the part-time faculty member in accordance with Article XVII.

b) An out-of-sequence evaluation may be conducted if approved by the Vice Chancellor of Human Resources in consultation with the Association. An out-of-sequence evaluation refers to an evaluation in addition to a regularly scheduled evaluation as described in Article XVII.

(i) An evaluation conducted in place of a missed evaluation will not be considered an “out-of-sequence” evaluation.

(ii) An out-of-sequence evaluation of a faculty member will not be considered a substitute for the evaluation as conducted according to the timeline specified in Article XVII.

(iii) An out-of-sequence evaluation may not be used to establish priority rehire eligibility.

iii. Classified employees and managers teaching part-time are not eligible for priority rehire eligibility.

iv. Assignments to coach an intercollegiate sport, related intercollegiate sections, and other part-time teaching assignments specifically connected to the intercollegiate coaching duties cannot be used to establish priority rehire eligibility for Kinesiology/Athletics assignments.

(d) To establish priority rehire eligibility, a retired full-time faculty member must:

i. have been re-hired as a part-time faculty member;

ii. have received an overall rating of “Meets Standards” or better in the most recent evaluation before retirement from full-time status,

iii. have received an overall rating of “Meets Standards” or better in the next scheduled evaluation conducted under

Article XVII after the faculty member's re-hiring in part-time status.

If a retired full-time faculty member who has resumed teaching under part-time status does not receive a timely evaluation as specified in Section 17.3 of this Agreement, the evaluation that should have been completed will be considered as a "Meets Standards" evaluation if the offer of an assignment is made for the following semester.

This provision does not preclude the District from subsequently evaluating a faculty member in accordance with Article XVII.

- iv. have a medical certificate on file with Human Resources (see Calif. Ed. Code. §87408.5).

- (e) To maintain priority rehire eligibility, a part-time or retired full-time faculty member teaching part-time must meet the following conditions:

- i. maintain an overall rating of "Meets Standards" or better on evaluations conducted pursuant to Article XVII of this Agreement. If a faculty member does not receive a timely evaluation as specified in Section 17.3 of this Agreement, the evaluation that should have been completed will be considered as a "Meets Standards" evaluation if the offer of an assignment is made for the following semester.

This provision does not preclude the District from subsequently evaluating a faculty member in accordance with Article XVII.

- a) In the event that a part-time faculty member with priority rehire eligibility receives an overall rating of "Partially Meets Standards" in an evaluation,
  - (i) the part-time faculty member will be given a performance improvement plan, including follow-up activities, dates of completion, and measurable outcomes to address those performance issues requiring correction;
  - (ii) the part-time faculty member will be evaluated by the dean during the first semester in which an assignment is offered and

accepted. If this evaluation yields an overall rating of “Partially Meets Standards” or “Unsatisfactory,” priority rehire eligibility is revoked.

b) In the event that a part-time faculty member with priority rehire eligibility receives an overall rating of “Unsatisfactory,” in an evaluation,

(i) the evaluation will revert to the dean as specified in Section 17.3.a.4.d.v;

(ii) if the dean’s evaluation remains “Unsatisfactory,” eligible status shall be revoked.

ii. Maintain regular employment. If a faculty member with priority rehire eligibility fails either to request an assignment as specified in Section 15.4.a.2.g below, or to accept an assignment as specified in Section 15.4.c. below, for two (2) consecutive semesters, not including summer, except in cases of an approved leave of absence, priority rehire eligibility is revoked.

iii. In the event that a part-time faculty member has lost (as described above) and then regains priority rehire eligibility, seniority will depend on the most recent date on which eligibility was reestablished.

(f) Subject to the availability of requested courses or assignment as specified below, part-time faculty members who have established priority rehire eligibility according to this article are entitled to a minimum assignment as follows:

i. Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least six (6) LHE, or six (6) weekly counseling/tutorial/library hours, during each of the previous four (4) semesters shall be entitled to a minimum assignment of six (6) LHE or six (6) weekly counseling/tutorial/library hours.

ii. Part-time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least three (3) but fewer than six (6) LHE, or three (3) but fewer than six (6) weekly counseling/tutorial/library hours, during each of the

previous four (4) semesters shall be entitled to a minimum assignment of three (3) LHE or three (3) weekly counseling/tutorial/library hours.

- iii. Part time faculty members who have established priority rehire eligibility according to this article and who have completed an average of at least one (1) but fewer than three (3) LHE, or at least one (1) but fewer than three (3) weekly counseling/tutorial/library hours during each of the previous four (4) semesters shall be entitled to a minimum assignment of one (1) section or one (1) weekly counseling/tutorial/library hour.

Semesters that a part-time faculty member is on Human Resources-approved leave shall not count in calculating the average LHE/semester.

For a non-classroom assignment, an assignment will not be considered available if the number of hours scheduled for assignable duties necessary to fulfill the assignment have already been assigned to a full-time faculty member or more senior part-time faculty member.

For a classroom assignment, an assignable section will not be considered available if:

1. the section has already been offered and accepted by a full-time faculty member as part of a load or overload,
2. the section has been already offered and accepted by a more senior part-time faculty member as defined in Section 15.4.a.2.h below,
3. the section's scheduled time does not meet the availability of the part-time faculty member as described in her or his assignment request as described in Section 15.4.1.2.i below,
4. the part-time faculty member does not have the demonstrated competence to teach a specific course as specified in Section 15.4.a.2.i below,
5. the section is not offered in a given semester,
6. the section has been cancelled.



Priority rehire eligibility does not guarantee an assignment, or assignment of specific courses, or an assignment of a section added after the development of the initial schedule.

- (g) Prior to the semester during which the assignment will be performed, the dean or designee will initiate a request to all part-time faculty members for assignment preferences for that semester, and allow no fewer than ten days for faculty members to respond. Eligible part-time faculty members will specify the amount of requested assignment, the requested courses, and the times available for assignment.
- (h) In the event that two instructors have requested the same section, or that there is limited availability of sections of requested courses, the faculty member with the higher priority rehire ranking as described above will receive the assignment in the absence of the conditions described under Section 15.4.1.2.f above.
- (i) Courses requested for priority assignment at a college must be courses for which the part-time faculty member has demonstrated competency by having previously taught the same course within the school/division during the previous eight semesters.
- (j) If the part-time faculty member who has established priority rehire rights does not receive an assigned load at least equal to the load to which the part-time faculty member is entitled under Section 15.4.1.2.f above, the dean will, upon request, provide a written response stating the reasons for the lack of assignment.

(3) All other part-time faculty will be considered for assignment.

- b. The formal offer of a part-time assignment must be made in writing.
- c. Once a formal offer of an assignment has been made, the part-time faculty member will have five (5) days to accept or decline in writing part or all of the assignment. Failure to accept an assignment within five (5) days of the date of the formal offer may result in the loss of priority rehire eligibility rights for that semester.
- d. The dean may cancel the assignment of any part-time faculty member to provide a full load (15 LHE) assignment to a full-time faculty member.
- e. Once an assignment has been offered to and accepted by the part-time faculty member, the dean may not cancel the assignment of any part-time faculty member for the purpose of providing a full-time faculty member with overload.

- f. A maximum assignment within the District will be no more than sixty-seven percent (67%) of a full-time faculty load or twenty (20) equivalent LHE per academic year and no more than eighty percent (80%) of a full-time faculty load or twelve (12) equivalent LHE in any given semester, so long as the annual load is no more than sixty-seven percent (67%) or twenty (20) LHE. (Calif. Educ. Code §87482.5).

Any part-time faculty member employed for more than seventy-five percent (75%) of a full-time load, or eleven and one-quarter (11.25) LHE, during a given semester will be entitled to full-time faculty benefits and paid for that semester according to the Full-time Academic Salary Schedule (Appendix A).

- g. Part-time faculty members may provide service in professional ancillary activities and be compensated for such services which will not impact their status as a temporary employee (Calif. Educ. Code § 87482.5).

- h. Beginning in the Fall semester of 2019, part-time faculty will be paid for the first week of an assignment when a section is canceled less than one week before the section is scheduled to begin.

If a section meets more than once per week, part-time faculty should be paid for all section meetings that were scheduled for that week (Calif. Educ. Code, §87482.8(b)).

- i. Part-time assignments will be calculated and compensated by the following ratio:

|            | <u>Contact Hours</u> | <u>LHE</u> |
|------------|----------------------|------------|
| Lecture    | 1                    | 1          |
| Laboratory | 1                    | 1          |
| Practicum  | 1                    | 1          |
| Tutorial   | 2                    | 1          |

|                       | <u>Clock Hours</u> | <u>LHE</u> |
|-----------------------|--------------------|------------|
| Tutorial Coordination | 2                  | 1          |
| Library               | 2                  | 1          |
| Counseling            | 2                  | 1          |
| Learning Disability   | 2                  | 1          |

- j. Nothing in this Agreement precludes the District from terminating a part-time faculty member pursuant to a personnel action initiated in accordance with Education Code Section 87665.

15.5. Cooperative Work Experience

CWE is a program for awarding college credit for paid and unpaid work experience to enrolled students. A CWE course is part of the existing state-approved curriculum and will enroll at least one (1) but no more than thirty (30) students.

a. The following conditions apply to all faculty members:

- (1) Mutual consent of the faculty member and the dean is required.
- (2) Enrollments and the combination of sections will be monitored and determined by the dean on Census Day for assignment of workload.
- (3) Faculty members assigned CWE courses are responsible for in-person consultation (at the job site) with the employer or designated representative(s) to discuss students' educational growth on the job at least once per semester unless:
  - (a) they have been at the worksite previously;
  - (b) the student is repeating the course at the employer's worksite;
  - (c) the worksite has been the site of numerous previous assignments by other students at the College;
  - (d) the worksite location is greater than fifteen (15) miles from the College;
  - (e) the faculty member and student are on different work schedules;
  - (f) the faculty member and student are working in a virtual office; or
  - (g) in case of emergency or security of the instructor/student.

Under one of these circumstances, the faculty member may use alternative means to consult, such as the telephone, teleconference, partner with instructors from other colleges or e-mail/internet.
- (4) The faculty member must maintain and submit all appropriate documentation according to 25 CCR, Title 5, Section 55256.
- (5) Compensation for CWE instruction is .18 LHE as listed in the appropriate academic salary schedule (Appendix A) per student per term. Compensation will be made upon submission of all appropriate documentation, assignment obligations, grades and required documentation to the dean.

b. The following conditions apply to full-time faculty members only:

- (1) CWE may only be taught as an overload assignment; it may not be considered as part of a full-time faculty member's regular workload.
- (2) Summer assignments will be limited to one (1) CWE class, consisting of one or more sections. Compensation for CWE instruction is .18 LHE as listed in the appropriate academic salary schedule (Appendix A) per student per term.

#### 15.6. Instructional Assignments Outside of the Traditional Fall and Spring Semesters

Faculty members may accept assignments during instructional terms offered outside of the traditional spring and fall semesters, for instance, during the summer or during a winter intersession between traditional fall and spring semesters. For the purposes of this article, an instructional term is defined as a specific period during which a specific class meets, follows an approved Course Outline of Record (COR), and a final grade is assigned. Multiple instructional terms of differing lengths may be offered during a specific period outside of the traditional spring and fall semesters; for instance, there may be more than one instructional term offered during the summer. The following conditions apply:

- a. The dean will consider for assignment full-time faculty members who meet minimum qualifications within their respective organizational unit, followed by part-time faculty members who have achieved eligibility for rehire priority as defined in Section 15.4.a.2 et seq. followed by all other faculty.
- b. Assignments for instructional sessions outside of the traditional fall and spring semesters are not considered overload assignments.
- c. Faculty members may teach up to eighty percent (80%) of a full-time instructional load per instructional term. However, if multiple terms overlap, the total instructional load an instructor holds during the combined overlapping terms may not equal more than eighty percent (80%) of a fulltime instructional load. Requests to teach more than eighty percent (80%) of a full-time instructional load may be approved by the faculty member's dean on a case-by-case basis. Credit for large lecture as described in Section 15.b.5.d of this article will not count within the eighty percent (80%) limitation.
- d. Assignments will be calculated by the following ratios and compensated in accordance with the appropriate Academic Salary Schedule (Appendix A):

|            | <u>Contact Hours</u> | <u>LHE</u> |
|------------|----------------------|------------|
| Lecture    | 1                    | 1          |
| Laboratory | 1                    | 1          |

|      |                       |                    |            |
|------|-----------------------|--------------------|------------|
| 1424 | Practicum             | 1                  | 1          |
| 1425 | Tutorial              | 2                  | 1          |
| 1426 |                       |                    |            |
| 1427 |                       | <u>Clock Hours</u> | <u>LHE</u> |
| 1428 | Tutorial Coordination | 2                  | 1          |
| 1429 | Library               | 2                  | 1          |
| 1430 | Counseling            | 2                  | 1          |
| 1431 | Learning Disability   | 2                  | 1          |

15.7. Extra Duty Days

- a. Full-time faculty members in the assignments listed below work additional full-time equivalent duty days as part of their regular contractual assignment:

| <u>Assignment(s)</u>           | <u>Extra FTE Days</u>  |
|--------------------------------|--|
| Articulation Officer           | 17 days (to be assigned as necessary)  |
| Baseball Coach                 | 20 days  |
| Basketball Coach               | 20 days  |
| Badminton Coach                | 16 days  |
| Choral (vocal) Music           | 9 days   |
| Counselor                      | 17 days (10 days scheduled immediately prior to the start of the fall academic calendar, and the equivalent of 7 days, to be mutually agreed upon by the faculty member and the dean.) |
| Cross Country Coach            | 16 days  |
| Dance                          | 9 days   |
| Fast Pitch Softball Coach      | 20 days  |
| Football Coach                 | 20 days  |
| Golf Coach                     | 16 days  |
| Instrumental Music             | 16 days  |
| Learning Disability Specialist | 17 days (10 days scheduled immediately prior to the start of the fall academic calendar, and the equivalent of 7 days, to be mutually agreed upon by the faculty member and the dean.) |
| Nursing                        | 4 days (when necessary to work outside the 178 day calendar)   |
| Pep Squad Advisor              | 9 days   |
| Beach Volleyball Coach         | 16 days  |
| Soccer Coach                   | 20 days  |
| Swimming Coach                 | 20 days  |
| Tennis Coach                   | 16 days  |
| Track Coach                    | 20 days  |

Volleyball Coach 16 days  
Water Polo Coach 16 days

In the event of postseason competition, assigned coaches of that sport will receive one additional extra duty day compensation for each week of post-season play. This compensation will be provided to the faculty member starting within sixty (60 days) after the post-season play is completed and prorated over the annual contract.

b. The following provisions will apply to all full-time assigned Extra Duty Days:

- (1) During the Extra Duty Days, the faculty member shall perform regular and normal instructional activities. Specific activities for this additional time will be mutually agreed upon in advance by each faculty member and his/her dean. If a full-time faculty member is not available to accept an extra-duty day assignment, a part-time faculty member may be employed in that capacity. The part-time faculty member will receive a stipend equivalent to the pro-rated compensation for those duty days as determined by the part-time faculty member's appropriate placement on the Academic Salary Schedule.
- (2) Extra Duty Days can be used within or outside of the 178-day duty day calendar.
- (3) Activities performed as part of an Extra Duty Day assignment may not coincide with the faculty member's regular contractual load assignments, scheduled overload, summer assignments, stipend assignments or reassigned time.
- (4) All faculty members assigned Extra Duty Days will have their salaries adjusted to reflect the additional time. Such adjustments will be made on a per diem basis, and the total amount of base salary plus adjustments constitutes the contracted salary for that individual.

15.8. Unpaid Work Exchange:

- a. Faculty members shall request an exchange in writing.
- b. The request form must have written approval of both parties and the dean.
- c. The exchange is on an hour-for-hour basis and will be completed before the end of the following semester.
- d. A faculty member may participate in no more than four (4) unpaid exchanges for any one section during any academic year.

- e. Unpaid faculty exchanges will not affect regular compensation or leaves as described in Article XXIX, Leaves.

#### 15.9. Compensated Duties Beyond Instructional Assignments

- a. Faculty members may accept additional duties and responsibilities in a specific activity including but not limited to chairing, directing, or coordinating.

- b. Forms of Compensation for Duties beyond Instructional Assignments

- (1) Stipend: When a faculty member accepts a stipend assignment the following conditions apply:

- (a) The dean will assign and approve all stipends in his/her area.

- (b) All stipends will be in addition to the faculty member's workload assignment.

- (c) Faculty members must sign a stipend contract which will include stated outcomes such as expectations, objectives and dates of completion of the assignment, and which will require the faculty member to verify completion and/or satisfaction of the assignment to the designated administrator for that assignment.

- (d) Compensation for stipends shall be calculated at one-half of the highest hourly rate on the Full-Time Classroom Overload Academic Salary Schedule ~~Part-Time Non-Classroom Tutorial Academic Salary Schedule~~ (Appendix A).

- (2) Reassigned Time: Reassigned time is intended for those faculty members performing duties which require additional time, and a corresponding reduction in the amount of time assigned to normal contractual duties.

- (a) Reassigned time may be recommended by the appropriate administrator.

- (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 appropriate administrator.

- (c) Faculty members receiving reassigned time will be eligible for additional workload assignments.

- (d) The dean and faculty member will develop a work schedule that will provide the appropriate time for the faculty member to complete the activities identified in the reassigned project. For example: If a faculty member's reassignment activities include scheduled meetings for every Tuesday during the semester, at a time during which there is no assigned contractual duty, then there shall be no conflicts with the assignment.
- (e) The reassigned time allocated to the bargaining unit as described in Section 6.7, may not be converted to a stipend.

c. Department Chair Compensation

- (1) Chair duties will be compensated by stipend or reassignment or a combination thereof. Chairs with reassignment may accept large lecture compensation, as determined by the dean. Chairs with reassignment may, in exceptional circumstances, have a portion of a class compensated as overload as necessary to make load.
- (2) Compensation for department chairs will be based on the highest rate from the Full-time Classroom Overload Academic Salary Schedule ~~Part-Time Non-Classroom Tutorial Academic Salary Schedule~~ (Appendix A).
- (3) Regular Term Department Chair Compensation

During the regular term, department chair compensation will be calculated according to the table below. The total amount of compensation will be derived by combining the amount of LHE earned in each of the four listed categories, as determined by the department's placement in each category on the table. Additional duties beyond those described by these categories will be compensated as described in Section 5 below

|               | ptWFCH  | Sections | Courses | FTES    | LHE |
|---------------|---------|----------|---------|---------|-----|
| <b>Tier 5</b> | 400+    | 200+     | 80+     | 800+    | 2.5 |
| <b>Tier 4</b> | 300-399 | 150-199  | 60-79   | 600-799 | 2   |
| <b>Tier 3</b> | 200-299 | 100-149  | 40-59   | 400-599 | 1.5 |
| <b>Tier 2</b> | 100-199 | 50-99    | 20-39   | 200-399 | 1   |
| <b>Tier 1</b> | 1-99    | 1-49     | 1-19    | 1-199   | 0.5 |

In which:

"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 Full-Time Classroom Overload 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:

|                     | PT-WFCH | Sections | Courses | FTES    |
|---------------------|---------|----------|---------|---------|
| Values              | 321     | 27       | 35      | 250     |
| Placement           | Tier 5  | Tier 2   | Tier 3  | Tier 3  |
| Compensation        | 2       | 0.5      | 1       | 1       |
| Total Compensation: |         |          |         | 4.5 LHE |

(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 15.9.c.3 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 15.9.c.(5) below.

|               | ptWFCH | Sections | LH<br>E |
|---------------|--------|----------|---------|
| <b>Tier 6</b> | 400    | 200      | 2       |
| <b>Tier 5</b> | 300    | 150      | 1.6     |
| <b>Tier 4</b> | 200    | 100      | 1.2     |
| <b>Tier 3</b> | 100    | 50       | 0.8     |
| <b>Tier 2</b> | 50     | 25       | 0.4     |
| <b>Tier 1</b> | 1      | 1        | 0.2     |

(5) 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 15.9.c.(3) 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:

CTE: Coordinate advisory committees

CTE: Coordinate paid and volunteer support staff (including lab technicians)

CTE: Coordinate off-campus instructional site locations

CTE: Coordinate programs, certificates and degrees completed at off-campus 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 15.1 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.

<sup>1</sup> 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.

- d. Certain specific faculty positions are designated as “Coordinator” positions (for example, EOPS coordinator). Those specific positions may receive up to 100% reassignment as required by the coordinated program, as determined by the appropriate Vice President.

15.10. Course Content, Copyright Materials, and Intellectual Property Rights

- a. The District and the Association have a mutual interest in establishing an environment that fosters the creation of intellectual property by faculty members, and have agreed to the following provisions to establish, clarify and protect ownership rights to that intellectual property.

b. Definitions

- (1) “Intellectual property” shall mean any instructional materials, any work, and any invention.
- (2) “Instructional materials” are those original materials a faculty member creates to perform his or her assignment including but not limited to 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.
- (3) 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.
- (4) 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.
- (5) A “work or invention for hire” is one for which the faculty member has entered into a specific agreement to receive compensation from the 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.
- (6) “Extraordinary support” means financial support over and above the cost 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 inventions. Salary paid to a faculty member during an approved sabbatical will not be considered extraordinary support.

c. Copyright and Intellectual Property Ownership

(1) Faculty Ownership

(a) Faculty members will have ownership of any intellectual property, excluding works or inventions for hire, created in connection with and in support of teaching courses or other duties as employees of the District.

(b) Notwithstanding relevant provisions of the Copyright Act (Title 17, United States Code) and the Patent Act (Title 35, United States Code), except as provided in 15.10.c.(2).(a) below, the faculty member will have the exclusive property right to any and all intellectual property that is the original product of her or his mind, time, talent, and effort, including the right to all royalties from the distribution, lease, or sale thereof, and except as otherwise provided in this Article, the District waives any property right to any such intellectual property. The District will have no claim of ownership to intellectual property produced by a faculty member under a grant awarded exclusively to that faculty member without fiscal participation by the District. The District will have no claim of ownership to intellectual property produced by a faculty member during a sabbatical unless that intellectual property has been developed as a work or invention for hire.

(c) No intellectual property will be a work or invention for hire unless the District has entered into a written agreement with the faculty member(s). In the absence of such an agreement, the intellectual property will be the property of the faculty member(s) who create(s) it. No faculty member will be involuntarily assigned to create a work or invention for hire.

(2) District ownership

(a) In the absence of a specific separate agreement between the faculty member(s) and the District as described in 15.10.c.(3).(b) below, the District will have sole rights to and ownership of any intellectual property created as a work or invention for hire.

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- (b) The District will own the copyright to any work, such as a course outline of record, District or college administrative policy, or District or college information brochure formally reviewed by the District or the colleges for the purpose of inclusion in its curriculum, administrative or promotional material, or Board of Trustees, District or college policy.
  - (c) The college will have the right of “non-exclusive license” to course content for a period of one year after course completion only for the purpose of allowing students to complete a course for which the content was created and when the faculty member is no longer available to complete the course.

1780 (3) District and a Faculty Member Ownership  
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- (a) In the absence of a specific separate agreement between a faculty member and the District as described in Section 15.10.c.(3).(b) 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.
  - (b) 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.
  - (c) If the creation of intellectual property requires rights (e.g., re-publication 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

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- 1813 (a) Faculty members who engage in publication or public presentation
- 1814 using any kind of media of works or inventions that they have
- 1815 created as a work or invention for hire or with extraordinary
- 1816 support from the District shall identify their relationship with the
- 1817 college or District during their term of employment by the District.
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- 1819 (b) The faculty member may request of the District exemption from
- 1820 this requirement, and the District may agree to exempt the faculty
- 1821 member from identifying her or his affiliation with the District or
- 1822 the college.
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- 1824 (c) The District may require the faculty member not to identify her or
- 1825 his relationship with the District, and the faculty member will
- 1826 agree not to use the District's or college's name, or will stop using
- 1827 the District's or college's name as soon as reasonably possible.
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1830 **ARTICLE XVI**

1831 **PART-TIME FACULTY**

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1833 16.1. General Provisions

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1835 Each part-time faculty member shall be covered by all of the provisions of this agreement

1836 which relate to part-time, temporary, and partial contracts.

1837

1838 16.2. Right of Assignment: The dean has the right to assign and approve each part-time faculty

1839 member's workload and particular assignment(s) each semester (see Section 15.4.).

1840

1841 16.3. Workload (see Article XV)

1842

1843 16.4. Evaluations (see Article XVII)

1844

1845 16.5. Part-time Faculty Consideration in Filling Full-Time Faculty Vacancies

1846

1847 a. Information regarding academic full-time vacancies at all colleges in the District

1848 shall be made available to all part-time faculty on the District Web page and for

1849 those who request it from Human Resources.

1850

1851 b. Part-time faculty members who apply for a vacant position will be granted an

1852 interview. The following conditions apply:

1853

- 1854 (1) The part-time faculty member must possess the required minimum
- 1855 qualifications for the position.
- 1856

- (2) The part-time faculty member must have completed ten (10) or more semesters of service to the district.
- (3) The part-time faculty member must have received an overall rating of “Meets Standards” or better in their most recent evaluation.
- (4) Points earned in the paper review process will move forward to the next step. In the event when a candidate’s paper review score is less than the cut score for interviews, the candidate will be informed and can elect to continue with the interview process or have his/her name removed from the interview list.
- (5) There will be no other special advantage in the process.

16.6. Benefits (see Article XXVII)

16.7. Wages (see Article XXX)

## **ARTICLE XVII EVALUATIONS**

### **Probationary, Tenured and Part-Time**

#### **Purpose**

The primary purpose of the evaluation of faculty is the continued improvement of instruction and instructional support services.

#### **17.1. 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 academic year, usually during the academic year following the semester of hire.

(2) Step Two – Second Contract (one year)

If the probationary faculty member is not notified of the Board's decision not to issue a contract for the following academic year on or before March 15 of his or her first year, he or she is issued a second one-year contract (§§87608 and 87610(a)).

(3) Step Three – Third Contract (two years)

If the probationary faculty member is not notified of the Board's decision not to issue a contract for the following academic year on or before March 15 of the second year, he or she is issued a third, two-year contract (§§87608.5 and 87610(a)).

(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 entire probationary period. 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 comprised of no fewer than four persons:

- (1) The dean, who is a voting member, is responsible for overseeing the evaluation process, collecting all evaluation materials, and submitting the annual Faculty Performance Evaluation report as prepared by the TRC, including a recommendation regarding the continued employment of the probationary faculty member.
- (2) No fewer than two (2) tenured faculty members from the Department and/or Division/School, or related department and/or Division/School, who will serve as voting members. The appointment of these faculty members will follow consultation and consensus between the dean and the department chair(s).
- (3) In addition, the probationary faculty member will be responsible for selecting a full-time faculty member to serve as a mentor, who will be a non-voting member of the TRC, and will serve as an advisor and advocate for the probationary faculty member. Probationary faculty members may replace their faculty mentor at their discretion.
- (4) If a voting faculty member of the TRC becomes unavailable or unable to continue, the dean shall appoint a replacement faculty member in consultation and consensus with the department chair(s).

c. Probationary Faculty Evaluation Components

- (1) Self-evaluation
  - (a) It is essential that each probationary faculty member take full responsibility for the appropriate portions of his/her tenure review process.
  - (b) The probationary faculty member will submit to the TRC a portfolio including a report of college, District or committee service; accomplishments (such as publications, exhibitions or performances) awards and achievements; appropriate class materials such as sample syllabi and assignments; goals and

1994 objectives for the next evaluation cycle; mentoring opportunities;  
1995 and other pertinent documents.  
1996

1997 (2) Instructional activity observations  
1998

1999 The TRC will conduct scheduled classroom/worksite/electronic  
2000 visitation(s) as needed and submit written comments to the dean.  
2001

2002 (a) The faculty member and the TRC will mutually agree on the  
2003 course(s) or equivalent in which the scheduled evaluation(s) will  
2004 take place, so that the faculty member may be observed under  
2005 optimum conditions displaying with his/her abilities.  
2006

2007 (b) Each evaluation shall include at least one (1) observation, lasting at  
2008 least fifty (50) minutes. For on-line classes, the probationary  
2009 faculty member will present the course to the member(s) of the  
2010 TRC during an observation lasting at least fifty (50) minutes.  
2011

2012 (3) Student Evaluation  
2013

2014 (a) Student evaluations will be arranged through the appropriate  
2015 dean's office, and be conducted in each class during the fall and  
2016 spring semesters, or for those faculty members who engage in  
2017 instruction outside of the traditional classroom, in the equivalent of  
2018 a class, during the probationary period. The objective will be to  
2019 determine the student response to areas such as the fulfillment of  
2020 the stated and distributed course objectives, effective  
2021 communication, and respect for students' rights and needs.  
2022

2023 (b) These student evaluations will be made available for the  
2024 probationary faculty member and the non-voting mentor TRC  
2025 member to review, and will be shared with the TRC.  
2026

2027 (c) The student evaluations will be available to the District during the  
2028 probationary process (i.e., through the granting of tenure or non-  
2029 renewal), but are the property of the probationary faculty member  
2030 and will be returned to the probationary faculty member at the end  
2031 of the probationary process.  
2032

2033 (4) Report preparation  
2034

2035 (a) The TRC will complete a Faculty Performance Evaluation report,  
2036 including a recommendation of continued employment, based  
2037 upon:  
2038

2039 i. the materials from the probationary faculty portfolio;

- ii. results of observations;
    - iii. items relevant to the instructional duties assigned to the probationary 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 and the appropriate job posting;
    - 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 regarding participation in curriculum or student learning outcome processes must be verified and documented.
  - (b) 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 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 to the inclusion of this information in the evaluation report.
- (5) Follow up procedures
- (a) If the faculty member's performance receives an overall rating below "Meets Standards," the TRC will develop a performance improvement plan, including follow-up activities, dates of completion, and measurable outcomes to address those performance issues requiring correction. A performance improvement plan may be developed by the TRC for a rating below "Meets Standards" in any individual category. A performance improvement plan shall not be required for probationary faculty members who have been notified that they will not be recommended for further employment with the District.
  - (b) The TRC will meet with the probationary faculty member to discuss the summary report.

(c) On behalf of the TRC, the dean will forward recommendation(s), with appropriate supporting documentation, to the appropriate Vice President and President.

(d) An additional evaluation may be scheduled during the spring semester if desired by the TRC.

(6) Administration Review

(a) The appropriate Vice President will:

- i. review recommendation(s),
- ii. forward recommendation(s), including his/her recommendations based upon his/her direct observation, to the President.

(b) The President will:

- i. review recommendation(s),
- ii. forward recommendation(s), including his/her recommendations based upon his/her direct observation, to the Chancellor.

(c) The Chancellor will:

- i. review recommendation(s),
- ii. forward recommendation(s), including his/her recommendations, to the Board of Trustees.

d. Evaluation Timelines

The dean will initiate the course of action to establish the tenure review process for each newly hired faculty member. Except for submission of the recommendation from the TRC by December 15 as described in Section 17.1.d.1i below, the evaluation timelines in this article are recommended guidelines only.

(1) First Contract Year

(a) For those faculty members whose first contract is issued in the spring semester, the faculty member's initial spring semester and the following academic year will be considered their first contract year.

- (b) The TRC meets with the new faculty member (and throughout the four-year process as appropriate).
  - (c) TRC membership is reported by the dean to the appropriate vice president for each new faculty member by September 15.
  - (d) The TRC meets with the faculty to discuss the process, format, objectives, timelines and expectations.
  - (e) The probationary faculty portfolio shall be submitted to the TRC by November 1.
  - (f) Observations are completed and returned to the dean by November 15.
  - (g) Post-visit discussions to be held with the faculty member prior to December 1.
  - (h) Student evaluations are to be conducted prior to December 1.
  - (i) The TRC reaches its recommendation and completes a written report by December 15.
  - (j) The recommendation of renewal or non-renewal is submitted by the dean to the appropriate Vice President and the President no later than December 20.
  - (k) Letter of non-renewal or one (1) year renewal will be sent no later than March 15. If the probationary faculty member is not notified of the Board's decision not to issue a contract for the following academic year on or before March 15 of his or her first contract year, he or she will be issued a second one-year contract.
  - (l) A new faculty member whose initial hire date begins with the spring semester will be evaluated during the spring semester and again during the fall semester of the subsequent academic year.
- (2) Second Contract Year
- (a) Follow the same timeline as the first contract year.
  - (b) Second semester: a letter of non-renewal or two (2) years renewal will be sent no later than March 15. If the probationary faculty member is not notified of the Board's decision not to issue a contract for the following academic year on or before March 15 of

his or her second contract year, he or she will be issues a third,  
two-year contract.

(3) Third Contract Year

Follow the same timeline as the first contract year.

(4) Fourth Contract Year

(a) Follow the same timeline as the first contract year.

(b) Documentation of all employment conditions such as, completion of degree along with all the appropriate materials to the Director of Human Resources no later than February 1.

(c) Second semester: a letter of tenure or non-renewal sent no later than March 15. If no notice is received on or before March 15 of the fourth year, the faculty member will return in the fall of the subsequent academic year as the regular tenured employee.

e. Violations of the Evaluation Process

Allegations that the District has not complied with the evaluation procedures shall be processed through the grievance procedure in this Agreement. While violations of these evaluation procedures may be subject to the grievance procedure, a non-substantive error in the evaluation shall not be grievable. The parties recognize that there are many deadlines and procedural requirements in the process and that peers are involved. While the parties expect the process to be followed as written, they recognize that a non-substantive procedural error could occur but may not require a change in the result. A "substantive error," described as one which, if not made, could have changed the result.

17.2. Tenured Faculty Evaluation

The tenured faculty evaluation process is designed to improve the teaching/ learning process and delivery of student services, to provide a basis for professional growth and development, and to comply with California State Community College laws and regulations.

a. Tenured Faculty Evaluation Process

(1) Self-evaluation

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

The appropriate dean, or designee will make scheduled classroom/worksite/electronic visits as described below:

- (a) The 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.
- (b) 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) Student evaluations will be arranged through the appropriate dean's office, and be conducted in each class during the fall and spring semesters, or for those faculty members who engage in instruction outside of the traditional classroom, in the equivalent of a class, during the academic year in which the evaluation is conducted.
- (b) These student evaluations will be made available for the faculty member and one tenured faculty member serving as a peer reviewer from the department or division/school, or from a related department or division/school selected by the evaluatee. The selected faculty member shall review the student evaluations and sign a verification indicating that they have reviewed and discussed the student evaluations with the member being evaluated. The signed verification shall be submitted by the evaluatee as part of the faculty portfolio.
- (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.

(4) Report preparation

- 2269 (a) The dean will complete a Faculty Performance Evaluation report,  
2270 including a recommendation of continued employment, based  
2271 upon:  
2272  
2273 i. the materials from the faculty portfolio;  
2274  
2275 ii. results of observations;  
2276  
2277 iii. items relevant to the instructional duties assigned to the  
2278 faculty member, including adherence to Board Policy and  
2279 college processes and deadlines;  
2280  
2281 iv. a review of activities which are outside of the instructional  
2282 duties, including those defined within Board Policy;  
2283  
2284 v. information regarding participation in curriculum  
2285 development and review, and in development and  
2286 assessment of student learning outcomes. Any information  
2287 included in the faculty member's evaluation regarding  
2288 participation in curriculum or student learning outcome  
2289 processes must be verified and documented.  
2290  
2291 (b) Faculty members shall not be held accountable for any aspect of  
2292 the educational program over which they have no authority.  
2293  
2294 (c) Evaluations are to be based on the materials described in this  
2295 Article.  
2296  
2297 Hearsay statements, rumors or information from anonymous  
2298 sources shall be excluded from written evaluations. The dean may  
2299 include in the written evaluation information which has been  
2300 documented through a completed investigation subsequent to a  
2301 complaint, the findings of which investigation have been delivered  
2302 to the faculty member under evaluation prior to the inclusion of  
2303 this information in the evaluation report.  
2304  
2305 (5) A faculty member may also elect to have a second evaluation by a tenured  
2306 faculty member of his/her choice. This second evaluation is intended for  
2307 improvement of faculty members and it may become a part of the  
2308 personnel file only at the request of the faculty member being evaluated.  
2309

2310 b. Follow-up Procedures  
2311

- 2312 (1) If a tenured faculty member receives an overall rating below "Meets  
2313 Standards," the dean will develop a Performance Improvement Plan  
2314 including follow-up activities with dates of completion, and measurable



outcomes to address those performance issues which need improvement.  
A performance improvement plan may be developed by the dean for a  
rating below “Meets Standards” in any individual category.

- (2) The faculty member receiving an overall rating below “Meets Standards” will be evaluated again within twelve (12) months.
- (3) In the subsequent evaluation, if the faculty member does not receive an overall rating of “Meets Standards” or better, the faculty member will not be eligible for any overload assignments until such time as future evaluation results in an overall “Meets Standards” or better.

c. Evaluation Timelines

- (1) The dean will initiate the tenured faculty evaluation process every three (3) years.
- (2) The evaluation process must be completed within one year of its initiation, or the process must begin anew.

d. Violations of the Evaluation Process

Allegations that the District has not complied with the evaluation procedures shall be processed through the grievance procedure in this Agreement. While violations of these evaluation procedures may be subject to the grievance procedure, a non-substantive error in the evaluation shall not be grievable. The parties recognize that there are many deadlines and procedural requirements in the process and that peers are involved. While the parties expect the process to be followed as written, they recognize that a non-substantive procedural error could occur but may not require a change in the result. A “substantive error,” described as one which, if not made, could have changed the result.

17.3. Part-Time Faculty Evaluations

The part-time faculty evaluation process is designed to improve the teaching/ learning process and delivery of student services, and to provide the part-time faculty member a basis for professional growth and development.

a. Part-time Faculty Evaluation Process

(1) Self-evaluation

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

The appropriate dean or designee will make scheduled classroom/worksite/electronic visits as described below:

- (a) 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.
- (b) 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 and one tenured faculty member serving as a peer reviewer from the department or division/school, or from a related department or division/school selected by the evaluatee. The selected faculty member shall review the student evaluations and sign a verification indicating that they have reviewed and discussed the student evaluations with the member being evaluated. The signed verification shall be submitted by the evaluatee as part of the faculty portfolio.
- (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

- (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 "Meets Standards" 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,
- v. In the event that an evaluation results in the evaluated part-time faculty member receiving an overall rating below "Meets Standards," the evaluation process will revert to the dean, who will complete the evaluation.

b. For those part-time faculty members with priority rehire eligibility as described in Article XV, evaluation procedures in relation to continued priority rehire eligibility status will be as described in Article XV.

c. Evaluation Timelines

- (1) Each part-time faculty member shall be evaluated during the first semester of his/her first assignment at that college.
- (2) Subsequent reviews will be every sixth semester during which an instructional assignment is held, and no fewer than one in every four years. Out-of-sequence evaluations may also occur as needed if approved by the Vice Chancellor of Human Resources in consultation with the Association.

## **ARTICLE XVIII PERSONNEL FILES**

### **18.1. General Provisions**

- a. The District shall not base any punitive action against a faculty member upon materials which are not contained in the faculty member's personnel file. Any punitive action against a faculty member shall be taken in conformance with legal requirements.
- b. There shall be only one official personnel file for each faculty member. This file shall be locked in a central location.

### **18.2. Access to Files and Release of Personnel Information**

- a. The faculty member shall have access to his/her file at reasonable intervals and at reasonable times, with reasonable advance notice subject to the following restrictions:

(1) The employee shall not have the right to inspect personnel records at a time when the employee is actually required to render services to the District.

(2) The employee shall not have the right to inspect materials the access to which is specifically excluded by federal or state regulation or statute.

b. Representatives of the Association shall have access at reasonable intervals and at reasonable times, with reasonable advance notice, to said file with the faculty member's written authorization.

c. Management's access to a faculty member's personnel file shall be restricted to authorized administrators, authorized personnel office staff, and the faculty member's immediate supervisor. The information and contents of a faculty member's personnel file may not be released to anyone else without the faculty member's express prior written consent, or in order to comply with a legal requirement such as a court order.

### 18.3. Placement of Material in Personnel Files

a. Any material placed in a faculty member's file must be signed and dated. A copy shall be given to the faculty member prior to the time of insertion in the personnel file.

b. Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter into his or her personnel file, and have attached to any derogatory statement, his or her own comments. A faculty member who alleges that information in his/her personnel file is false or erroneous, shall have the right to file a grievance for the purpose of having such information rectified or expunged. Nothing herein shall limit the right of a faculty member to grieve disciplinary actions, including but not limited to documents which are punitive or disciplinary in nature.

c. A faculty member shall have the right to place in the file such material, within reason, as he/she determines may have a bearing on his/her position as a faculty member.

## ARTICLE XIX TRANSFERS

### 19.1. General Provisions

A lateral transfer refers to any administrative or Board action which results in the movement of a faculty member from one immediate supervisor or site to another. A

transfer may be initiated by the faculty member (“voluntary”) or by the District (“involuntary”).

19.2. Voluntary Lateral Transfers: A faculty member may request a voluntary lateral transfer to a new or vacated position to take effect at the beginning of the next academic semester.

- a. The request for voluntary lateral transfer may be initiated at any time.
- b. All requests for voluntary transfers shall be considered on the basis of (1) minimum qualifications as defined in 5 CCR §53410, (2) reasonableness, and (3) seniority.
- c. No faculty member shall be overtly or indirectly coerced by management to seek a voluntary lateral transfer.
- d. If a voluntary transfer request is denied, the faculty member, upon request, shall be provided with the reasons for the denial.

19.3. Involuntary Lateral Transfers: Transfers shall not be punitive or disciplinary in nature. They shall be based on the educational needs of the District.

- a. A faculty member may be involuntarily laterally transferred provided (1) minimum qualifications as defined in 5 CCR §53410, (2) reasonableness, and (3) seniority have been appropriately considered.
- b. Faculty members to be involuntarily laterally transferred shall have the right to indicate preferences from a list of vacancies, and the District shall honor such requests on the basis of (1) required minimum qualifications, (2) reasonableness, and (3) seniority.
- c. A faculty member to be involuntarily laterally transferred shall be given the reasons for the transfer.
- d. An involuntary lateral transfer shall result in compensation at the appropriate compensatory step and column.

## ARTICLE XX TRAVEL

20.1. Faculty members shall be reimbursed for all actual and necessary expenses incurred while on District approved travel as defined in Board Policy.

20.2. Current IRS rates will be used for private automobile mileage reimbursement.

20.3. Faculty members shall be covered under Worker’s Compensation Insurance as provided by law.

- 2589  
2590 20.4. If the District requires a faculty member to drive a District vehicle and special California  
2591 driver's license is required to drive that vehicle, the District shall pay the costs involved  
2592 in obtaining the license, including the cost of the license.  
2593  
2594

2595 **ARTICLE XXI**  
2596 **SAFETY**  
2597

- 2598 21.1 Faculty member safety is a primary concern of the District and the Association.  
2599  
2600 21.2. The District agrees to comply with applicable federal, state, and local laws and  
2601 regulations affecting faculty member safety in providing and maintaining safe working  
2602 conditions and equipment.  
2603  
2604 21.3. A faculty member who notices any unsafe condition(s) shall report the condition  
2605 immediately to the immediate supervisor or the Campus Safety Coordinator.  
2606  
2607 21.4. Each faculty member shall adhere to the District's safety rules and policies for the well-  
2608 being of the students and faculty member of the District, and shall attend all scheduled  
2609 District safety training sessions which are related to their assignments, as required by  
2610 law, regulation or for insurance/risk management compliance.  
2611

2612 **ARTICLE XXII**  
2613 **LAY-OFF PROCEDURES**  
2614

2615 Should the District institute a layoff of full-time faculty, the statutory guarantees contained in the  
2616 California Education Code as applicable to Community College Districts are incorporated into  
2617 this Agreement and shall apply.  
2618

2619 All faculty in the South Orange County Community College District are in one Faculty Service  
2620 Area (F.S.A.).  
2621

2622 **ARTICLE XXIII**  
2623 **DISCIPLINE PROCEDURES**  
2624

- 2625 23.1. The statutory guarantees contained in the California Education Code applicable to the  
2626 disciplining of District full-time faculty members are incorporated into this Agreement  
2627 and shall apply to tenured and non-tenured faculty.  
2628  
2629 23.2. No full-time faculty member shall be dismissed or penalized unless the District has  
2630 fulfilled its obligations to evaluate such faculty member in accordance with the  
2631 procedures outlined in Article XVII, Evaluations.  
2632  
2633

**ARTICLE XXIV**

**FEDERAL AND STATE STATUTES REGARDING HARASSMENT AND  
DISCRIMINATION**

The Board of Trustees and the Faculty Association agree that the District will strictly adhere to federal and state statutes and guidelines regarding sexual harassment and discrimination.

**ARTICLE XXV  
GRIEVANCE PROCEDURES**

25.1. General Provisions

A grievance is a formal written allegation by a grievant who alleges a violation, misapplication or misinterpretation of a specific article, section, or provision of this Agreement.

- a. The purpose of this procedure is to secure, at the lowest possible level, an equitable resolution of a grievance. Both parties agree that these proceedings will be kept as informal and confidential as appropriate at any level of the procedure.
- b. Actions to challenge or change the policies of the District as set forth in law, policies, rules and regulations and procedures not contained within this Agreement, and/or actions for which another process is provided by law (e. g., discrimination) must be undertaken under separate processes.
- c. This grievance procedure may be used to dispute a decision regarding the granting of tenure.
- d. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with the appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is consistent with the terms of this Agreement and that the Association has been given an opportunity to review the grievance, the proposed resolution, and state its view.
- e. Prior to filing a grievance at Level I below, the grievant is encouraged to discuss the potential grievance with his/her dean or appropriate supervisor, either directly or through the Association's grievance representative or designee, with intent to resolve the grievance informally.  
  
If the grievant is not satisfied with the disposition of the potential alleged grievance at the informal level, the grievant may file a formal grievance in accordance with the provisions of Section 25.4.a. of this article.
- f. The grievant may be represented by an Association representative at all levels of the grievance procedure under Section 25.4. below. Should the Association waive its rights to be present and/or state its view at any one stage of the procedure, the



Association shall retain the right to do so at any or all subsequent stages of the grievance procedure.

- g. If a grievance arises from action or inaction by the District administration, the aggrieved person shall submit such grievance directly to the Association and the Chancellor or designee, and if necessary this grievance shall continue as specified in Level III (see Section 25.4.c. below).
- h. If the grievance arises from action or inaction by the Chancellor, the grievance shall be submitted directly to the Association and to the Chancellor or designee. In the event that the grievance is not resolved between the grievant and/or the Association and the Chancellor or designee, the grievance will be submitted to the Board of Trustees through the Board President. If necessary, this grievance shall continue as specified in Level IV (see Section 25.4.d. below).
- i. No reprisals of any kind will be taken by the Board, the Chancellor, any member or representative of the administration of the District, or by the Association, its officers or its members against any aggrieved person, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason for such participation.

#### 25.2. Scheduling of grievance meetings

- a. Every effort will be made to schedule meetings for the processing of grievances at times that will not interfere with the regular assigned duties of the participants.
- b. In accordance with Article VI (Association Rights), the Association representative will, upon reasonable notice to the appropriate dean, be released from duties without loss of pay to attend meetings.
- C. If the grievance meeting must be held at a time which conflicts with the grievant's assigned duties, upon reasonable notice to the appropriate dean, the grievant will be released to attend the meeting. Any District employee who is requested by any party of interest to appear in such meetings or hearings as a witness shall, upon reasonable notice to appropriate dean or supervisor, be released from assigned duties to attend the meeting.

#### 25.3. Time Limits

- a. All grievances should be processed in an expeditious and timely manner.
- b. Should the grievant fail to comply with the established time limits at any step, he/she shall forfeit all rights to process the existing grievance.

- c. Should the District or its designated representatives fail to respond to a grievance within established time limits at any step, the grievant is entitled to proceed to the next step.
- d. Any time limits set forth herein shall begin the day following the receipt of a written decision.
- e. Time or procedural steps may be waived at any step by mutual written agreement.

25.4. Grievance Procedure

a. Level I – Immediate Supervisor

- (1) Within one (1) year after the occurrence of the act or omission giving rise to the grievance, the grievant shall present his/her grievance in writing to the appropriate Association grievance chair and the immediate supervisor on the District grievance form (Appendix D). The grievance shall contain a clear and concise statement of the grievance, the circumstances involved, including any supporting evidence, the specific sections of this Agreement alleged to have been violated, the affected employee(s) and the specific remedy sought.
- (2) Within ten (10) days of receiving the grievance the immediate supervisor may request a formal conference to discuss the grievance. The immediate supervisor shall render a decision to the grievant in writing within ten (10) days of receiving the grievance, or of the date that the grievance conference was held, whichever is later.

b. Level II – President or Designee

- (1) In the event the grievant is not satisfied with the decision, if provided, at Level I, the decision may be appealed on the grievance form to the President, within ten (10) days of receiving the Level I decision, or when it should have been received.
- (2) In order to be processed or considered, the appeal shall include copies of the original grievance and decision, if rendered, and the reason for the appeal.
- (3) The President, or designee, shall hold a conference with the grievant upon request of either party. The President, or designee, shall communicate the decision about the grievance to the grievant in writing on the grievance form within ten (10) days of receiving the appeal and forward a copy of the response to Faculty Association.

- (4) The President's designee shall not be any person who has previously ruled on the grievance at any of the previous levels.

c. Level III – Chancellor or Designee

- (1) If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Chancellor, or designee, on the grievance form within ten (10) days of receipt of the decision at Level II, or of when the decision should have been received.
- (2) The appeal shall include a copy of the original grievance and appeals with decision rendered, and reasons for the appeal.
- (3) The Chancellor, or designee, shall hold a conference with the grievant upon request of either party. The Chancellor, or designee, shall communicate the decision to the grievant in writing on the grievance form within fifteen (15) days of receiving the appeal and forward a copy of the response to Faculty Association.
- (4) The Chancellor's designee shall not be any person who has previously ruled on the grievance at any previous level.

d. Level IV – Arbitration

- (1) Where the grievant and Faculty Association wish to proceed to arbitration, a request shall be made to the Director of Human Resources within ten (10) days of receipt of the Chancellor's, or designee's, decision or of the date the decision should have been received. Should the Faculty Association and the District be unable to mutually agree on the selection of an arbitrator:
- (a) Within five (5) days the Human Resources Office shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service.
- (b) Within ten (10) days after receipt of the list, a representative of the District and a representative of Faculty Association shall alternately strike names from the list until only one name remains.
- (2) Upon selection of the arbitrator, the Human Resources office shall contact the selected arbitrator to schedule a hearing at the earliest convenience of the arbitrator and the parties.
- (3) Arbitrator expenses, including any per diem fees, actual and necessary travel and subsistence expense, and other fees and expenses shall be paid equally by the District and the Faculty Association.

- (4) If either party so requests, the arbitrator shall specifically rule upon the appropriateness of arbitration of contested issues prior to the hearing on the merits of the grievance. If the parties cannot agree upon a statement of the issues to be arbitrated, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- (5) The arbitrator may render a decision only regarding the interpretation of the provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to perform an illegal act.
- (6) After a hearing and after both parties have had an opportunity to make written or oral arguments, the arbitrator shall submit, in writing, to all parties, his or her findings and award. The award of the arbitrator shall be binding on the Board of Trustees unless a court of competent jurisdiction directs otherwise.
- (7) Arbitrator's Recommendation
- (a) The Board shall adopt the arbitrator's recommendation at its next regular meeting after receipt, providing a minimum of ten (10) days elapse from receipt to the Board meeting.
- (b) The Chancellor may meet with the grievant and representatives to discuss other alternative solutions, if the arbitrator's decision would result in a proven financial hardship for the District. Any meeting to discuss alternative solutions does not release the District from the binding award recommended by the arbitrator unless agreed to in writing by the District and Faculty Association.

## **ARTICLE XXVI**

### **BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT**

#### **26.1. Bonded Sabbatical**

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.

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.

c. Eligibility

- (1) 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 1st of the preceding year and sent to the Sabbatical Committee chair.

d. Acceptable Sabbatical Projects

A sabbatical may be granted for any of the following purposes:

- (1) Professional study related to assigned discipline(s) or for the purpose of retraining when there is a scheduled phase-out in a discipline and/or program.
- (2) Completion of courses for an advanced degree related to assigned discipline(s) or in advanced studies related to higher education.
- (3) Special project, research or assignment that relates to the goals and mission of the College and District.
- (4) Travel related to assigned discipline, course and/or program of faculty member.

e. Sabbatical Committee

- (1) The Sabbatical Committee will consist of up to one (1) faculty member from each Division/School, one (1) administrator from each college who

will be appointed by the college President, and the appropriate Vice Chancellor, who will also serve as co-chair.

- (2) Members of the Sabbatical Committee may not submit a sabbatical proposal, nor serve in the year following the completion of a sabbatical.
- (3) Committee members will elect a chair and have one (1) vote each.
- (4) The Committee shall have as its sole responsibility the handling of matters pertaining to bonded sabbaticals.
- (5) The Sabbatical Committee shall meet during September each year to establish procedures and policies within the scope of this Master Agreement.
- (6) The Committee shall also establish all timelines for the application and approval process provided that all recommendations for sabbaticals shall be forwarded to the Chancellor no later than December 20th.

f. Application Process

- (1) Faculty members shall be notified by the Sabbatical Committee of their eligibility to apply for a sabbatical and provided with instructions for completing the application form and the final report. In addition, faculty members will be informed of all necessary deadlines and procedures.
- (2) The faculty member shall discuss the proposed sabbatical project with division/school peers, Department Chair, Division/School Dean, appropriate Vice President, and solicit input/feedback.
- (3) The faculty member shall submit to the college President a copy of his/her sabbatical proposal (or a rough draft thereof) for input and feedback. The President may provide comments and indicate one of the following:
  - (a) SUPPORT: The sabbatical proposal (with input as indicated) can be forwarded to the committee.
  - (b) NON-SUPPORT: The sabbatical proposal will be returned to the faculty member with recommendations to warrant the President's support.
    - i. In the event where the College President does not support a sabbatical proposal, the faculty member may:
      - a) reconsider the President's input and resubmit the sabbatical proposal to the President, or

- b) rescind the sabbatical proposal, or
- c) forward the sabbatical proposal to the Sabbatical Committee with the President's comments and non-support.

- (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.
- (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.
- (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.

g. Approval Process

- (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.
- (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 20th.
- (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.
- (4) Each faculty member shall be notified on or before March 1st regarding the acceptance or rejection of their application.
- (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:
  - (a) A deferred sabbatical must be granted within one (1) year of the date on which the deferred sabbatical was due to commence.

- 2997 (b) Faculty members will retain their cycle of sabbatical eligibility  
2998 based on the approval date of the application.  
2999  
3000 (c) When a sabbatical deferral is necessary, faculty members approved  
3001 for their first sabbatical will receive priority.  
3002  
3003 (d) When a sabbatical deferral is necessary, and all affected faculty  
3004 members have previously received a sabbatical, in the absence of a  
3005 mutual agreement to the contrary among the affected faculty  
3006 members, priority will be given to the most senior faculty member  
3007 as determined by the District-assigned faculty seniority number.  
3008

3009 h. Number of Sabbaticals and Priority Determinations  
3010

- 3011 (1) The number of semesters available for faculty sabbaticals shall be  
3012 calculated as 4.63% of the full-time faculty semester/year obligation as  
3013 reported by the Chancellor's Office, California Community Colleges to  
3014 the District in the fall of that academic year (CCR, Title 5, Sections 51025,  
3015 (a), 1 and 53302). Deferred sabbaticals according to Section 26.1.g.(5)  
3016 will not be reflected in the 4.63% allocation for the next academic year.  
3017

- 3018 (2) The determination of the number of semesters available for sabbaticals for  
3019 any given academic year shall be made by rounding up after the  
3020 multiplication process takes place.  
3021

3022 Example:  
3023

3024  $4.63\% \times 255 \text{ (faculty)} = 11.8 \times 2 = 23.6 \text{ or } 24 \text{ semesters}$   
3025

- 3026 (3) The Sabbatical Committee will assign priority to proposed sabbatical  
3027 projects as follows:  
3028

- 3029 (a) A first time applicant will be given priority over applicants who  
3030 have had a previous sabbatical.  
3031

- 3032 (b) Thereafter, applicants will be determined by seniority of service  
3033 and by the quality of the proposal as ranked by the Sabbatical  
3034 Committee.  
3035

- 3036 (c) In the event of a tie when all previous criteria have been met, the  
3037 tie shall be broken by a majority vote of the Sabbatical Committee.  
3038

- 3039 (4) A list of alternates shall be established and maintained by the Sabbatical  
3040 Committee, in the event that a change of plan of a faculty member or  
3041 increases in the total number of full-time faculty members employed  
3042 permits additional available sabbatical semesters.



i. Length and Conditions for a Sabbatical

- (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.
- (2) Salary while on sabbatical shall be paid on a monthly basis during the academic year.
- (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.
- (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.
- (5) A sabbatical shall be counted as experience for advancement on the salary schedule.
- (6) Academic credits earned while on sabbatical or professional development activity may be used toward salary increments the following academic year, in accordance with the existing board policies.

j. Guarantees

- (1) The faculty member must agree to return to the District for a period of service equal to twice the period of the sabbatical (Calif. Educ. Code, Section 87770).
- (2) The faculty member shall be returned to the same or comparable position 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 member shall be notified, whenever possible, before the change becomes effective. Nothing in this paragraph is intended to be in conflict with Calif. Educ. Code Section 87774.
- (3) The written agreement between the District and the faculty member includes a bond paid for by the District. The bond covers pay and the

District's cost of employee benefits. If the bond is forfeited, any repercussions from the bonding company are the sole responsibility of the faculty member (Calif. Educ. Code Sections 87770 and 87771).

k. Evidence of Completion

- (1) Upon completion of the sabbatical and within sixty (60) days of the faculty member's return to duty, a narrative report shall be submitted to the Sabbatical Committee for review and acceptance (or non-acceptance). This report will include:
  - (a) a record of the activity such as, transcripts of study completed a copy of the product developed, and/or an evaluation of the project pursued;
  - (b) a discussion of its impact on teaching and learning;
  - (c) a description of how the sabbatical information will be used in a professional development plan;
  - (d) a narrative on how the information contributes to the benefit of the students and to the District.
- (2) If the approved sabbatical project contains an implementation process or the Sabbatical Committee would like a follow-up report, the faculty member will provide the information requested in the time line provided.
- (3) The faculty member must schedule a minimum of one presentation(s) at a venue such as Professional Development Week, Division/School meetings, College Sabbatical Forum, and/or at a professional organization(s) meeting.
- (4) The Board of Trustees and/or the Sabbatical Committee may invite representative faculty members to make presentations of their sabbatical project/activity at Board of Trustees meetings.

l. Status Changes Relating to an Approved Sabbatical

Once the faculty member has been approved by the Board of Trustees for a 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 status with the sabbatical from the time the faculty member knows or should have known of a change.

- (1) Project

In the original application, the faculty member requests time to complete a project with a stated outcome; however, circumstances, conditions, etc., identified in the application sometimes change. The faculty member must submit a request for change to the Sabbatical Committee, College President, and Chancellor, and seek approval from the Board of Trustees before implementing any changes with the sabbatical project.

(2) Extenuating Circumstances

In the event that an extenuating circumstance occurs (such as, natural disaster, long term family illness) that may impact the content and/or timelines of the sabbatical project, the faculty member must report such change to the Sabbatical Committee, College President, Chancellor, and seek approval from the Board of Trustees before implementing any changes with the sabbatical project.

(3) Serious or Long-Term Illness/Injury of the Faculty Member

It is the responsibility of the faculty member to notify the Director of Human Resources and the appropriate Vice Chancellor within thirty (30) days from the onset or change in physical condition.

26.2. Professional Development

At the discretion of the Board of Trustees, the District may grant a faculty member a paid or unpaid leave of absence of up to two (2) years for professional development which may include, but shall not be limited to, additional schooling and/or training, participation in faculty exchange programs, a project/activity that would benefit the College and/or District, involvement in research efforts and acceptance of long-term assignments to other higher education institutions, agencies, corporations, foundations, or government (Calif. Ed. Code Section 87768).

- a. Absence shall not be included as service in computing the six (6) years before or after a sabbatical.
- b. Absence shall not be deemed a break in service.
- c. Upon return, a faculty member will return to the same or comparable position.
- d. The faculty member will receive credit for annual salary increments, employee benefits, including, but not limited to, insurance and retirement benefits, to the extent not expressly prohibited by law.

**ARTICLE XXVII  
BENEFITS**

27.1. Health Insurance

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.

27.2. Part-Time Faculty Health Insurance

- a. The purpose of this program is to provide an opportunity for 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 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 \$500 per month, or \$2500 per semester per part-time faculty member.
- c. This allowance is toward a qualified voluntary comprehensive 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.
  - (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).
  - (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).
  - (4) The faculty member must work a minimum of three LHE in the District during the semester for which the District contribution is to be made.
  - (5) Each semester the faculty member must submit the following to the District Business Office no later than the September 10<sup>th</sup> and February 10<sup>th</sup> by 5 p.m. (PST) in order to be eligible for the District allowance:

- 3226 (a) Relevant documentation of current enrollment in a voluntary  
3227 Bronze, Silver, Gold, or Platinum medical plan provided through  
3228 Covered California under the Patient Protection and Affordable  
3229 Care Act, or an equivalent medical or health insurance plan.  
3230
- 3231 (b) A signed affidavit attesting that the part-time faculty member is not  
3232 eligible for health or medical insurance coverage through this  
3233 District as a retired full-time faculty member, a family member's  
3234 medical insurance plan, provided group plan, or other employer's  
3235 medical insurance plan.  
3236
- 3237 (c) If coverage is terminated, the part-time faculty member must notify  
3238 the District within 10 days of the date of termination. If the policy  
3239 is terminated, the benefit will cease for the remainder of the  
3240 semester.  
3241
- 3242 (d) This program is subject to random District audits.  
3243
- 3244 d. The District allowance will cease if the employee no longer meets the  
3245 requirements of the above criteria.  
3246
- 3247 The District allowance shall be paid through payroll and will be prorated over the  
3248 number of paychecks received by the eligible faculty member each semester.  
3249
- 3250 Part-time Faculty health insurance (Section 27.2.) is subject to reopening on June  
3251 1, 2020.  
3252
- 3253 27.3. Dental Insurance  
3254
- 3255 The District shall pay one hundred percent of the premium for dental insurance for  
3256 faculty members working 75% or more of a full-time contract and their eligible  
3257 dependents. Coverage provided shall meet the specifications on file at the District  
3258 Business Office.  
3259
- 3260 27.4. Vision Insurance  
3261
- 3262 The District shall pay one hundred percent of the premium for vision insurance for  
3263 faculty members working 75% or more of a full-time contract and their eligible  
3264 dependents. Coverage provided shall meet the specifications on file at the District  
3265 Business Office.  
3266
- 3267 27.5. Employee Assistance / Mental Health Program  
3268
- 3269 The District shall pay one hundred percent of the premium for a faculty member's  
3270 assistance/mental health program for employees working 75% or more of a full-time

3271 faculty contract and their eligible dependents. Coverage provided shall meet the  
3272 specifications on file at the District Business Office.

3273  
3274 27.6. Life Insurance

3275  
3276 The District shall pay one hundred percent of the premium for life insurance for faculty  
3277 members working 75% or more of a full-time faculty contract and their eligible  
3278 dependents. The coverage provided shall be two times the annual salary up to  
3279 \$200,000.00, plus \$50,000.00.

3280  
3281 27.7. Long Term Disability Insurance

3282  
3283 The District shall pay one hundred percent of the premium for long-term disability  
3284 (salary protection) for faculty members working 75% or more of a full-time faculty  
3285 contract. The coverage provided shall meet the specifications on file at the District  
3286 Business Office.

3287  
3288 27.8. Long Term Care Insurance

3289  
3290 For faculty members working 75% or more of a full-time faculty contract, the District  
3291 shall pay a maximum of \$8.00 per month toward the premium for long-term care  
3292 insurance. Any unused portion of the \$8.00 may be used for employee-paid voluntary  
3293 coverage for spouses. Coverage provided shall meet the specifications on file at the  
3294 District Business Office.

3295  
3296 27.9. Legal Assistance Program

3297  
3298 The District shall pay one hundred percent of the premium for legal assistance programs  
3299 for faculty members working 75% or more of a full-time faculty contract and their  
3300 eligible dependents. Coverage provided shall meet the specifications on file at the District  
3301 Business Office.

3302  
3303 27.10. Coverage Period

3304  
3305 Each full-time faculty member shall be covered for fringe benefits from the first of the  
3306 month following his/her first contractual day of his/her first academic year with the  
3307 District. In each succeeding year, coverage will be continuous unless the faculty member  
3308 resigns, retires, otherwise separates from employment, or is otherwise specified in this  
3309 agreement, in which case the benefits will end the last day of the month when  
3310 employment ends.

3311  
3312 27.11. Benefits During a Leave

3313  
3314 Faculty members shall receive medical, dental, vision, and life insurance benefits while  
3315 on a leave of absence in accordance with the following conditions:  
3316

- a. Faculty members shall continue to receive insurance benefits while on paid leaves of absence.
- b. A faculty member on an unpaid leave of absence due to illness shall continue to receive insurance benefits, provided by the District, during the leave of absence but not to exceed twelve (12) months following the exhaustion of all leaves; provided, however, that if the faculty member has been employed for a period of ten (10) years or more in the District, and has reached the age of fifty-five (55), the District will provide health benefits for the absent faculty member until that faculty member is able to return to duty, elects to retire as specified in Section 31.4. below, or is separated from the District.
- c. Faculty members on unpaid leave longer than one year are eligible to apply for employee paid insurance coverage under COBRA.

27.12. Tax Sheltered Annuities

Faculty members may participate in tax sheltered annuity plans from the District's approved list of vendors. The District will provide payroll deduction for this purpose.

27.13. Medical Examinations and Tests

Medical examinations and tests required by the District for employment shall be paid by the District.

27.14. Parking

Appropriate staff parking shall be provided on campus for \$60.00 per academic year for full time faculty members and \$30.00 per academic year for part-time faculty members.

27.15. Change in Level of Benefit

The District agrees that changes to the level of benefit coverage will be negotiated.

**ARTICLE XXVIII  
WORKLOAD BANKING PROGRAM**

28.1. General Provisions

- a. Workload banking is a benefit for full-time tenured faculty. This benefit allows a full-time faculty member to earn and bank workload time credit in lieu of compensation and take time off in a future semester.
- b. When a full-time faculty member accepts an assignment as overload, as part of a summer assignment, or during any other instructional session beyond the traditional semesters, that faculty member is paid according to the appropriate salary schedule (Appendix A). However, when a faculty member is banking

overload for use in place of a future teaching assignment, that faculty member is earning LHE to be applied to a future assignment. Therefore, all banked workload will be valued at the appropriate LHE rate (as described in Section 28.3. below).

## 28.2. Workload Banking

- a. Full-time probationary and full-time tenured faculty members are eligible to earn and bank workload time credit.
- b. Only tenured full-time faculty members are eligible to redeem banked workload credit.
- c. Faculty members may accumulate a maximum of twenty (20) LHE or their equivalent toward banked workload. Banked workload credit not applied to a specific leave will remain banked, and will be applied to a future leave.
- d. Banked workload leave will be scheduled only for the full length of a semester (no leaves shall be taken for part of a semester only).
- e. Banked workload credit may be taken in increments ranging from three equivalent LHE to one equivalent semester. When on a banked workload leave the employee's professional development obligation, office hours and committee meeting obligations will be proportional to their assignment for the academic year. Partial leaves are subject to Section 28.2.g below.
- f. Being on a full banked workload leave eliminates the contractual obligation for office hours and committee/college service work during the term of the leave.
- g. Banked workload leaves will be limited to once every eight (8) semesters.
- h. Workload credit earned in restricted or categorically funded programs may be banked only if allowed by State and Federal regulations and the granting agency.
- i. Payment for banked workload earned in the fall and spring semesters, summer sessions, and any other instructional sessions beyond the traditional semesters will be withheld by payroll. Banked workload will be officially posted as banked at the end of the semester in which it is earned.
- j. Faculty members who request to schedule banked workload leave will not be eligible to apply or take any other leave to extend an absence from the workplace longer than one semester.

## 28.3. Criteria to earn banked workload credit:

- a. A faculty member must have probationary or tenured status.



- b. The dean will acknowledge the request to bank workload and record the request through the Vice President's office.
- c. Banked workload credit can be earned from assignments exceeding thirty (30) to thirty-two (32) LHE per year scheduled during Fall and Spring semesters.
- d. Full-time faculty members must accumulate the equivalent of fifteen (15) LHE of banked workload credit, to be calculated as follows (see Article XV, Workload):

(1) Lecture Assignments (contact hour)

|           | <u>Contact Hours</u> | <u>LHE for load</u> |
|-----------|----------------------|---------------------|
| Lecture   | 1                    | 1                   |
| Lab       | 1                    | 1                   |
| Practicum | 1.2 (5/6)            | 1                   |
| Tutorial  | 2                    | 1                   |

Example: Digital Photography 5/6 (units lecture/practicum per week)

3 Hours Lecture = 3 LHE

6 Hours Practicum = 5 LHE

8 LHE for load

(2) Non-Lecture Assignments (clock hour)

Thirty (30) clock hours = 1 LHE

|                       | <u>Clock Hours</u> | <u>LHE for Load</u> |
|-----------------------|--------------------|---------------------|
| Tutorial Coordination | 2                  | 1                   |
| Library               | 2                  | 1                   |
| Counseling            | 2                  | 1                   |
| Learning Disability   | 2                  | 1                   |

- (3) Counselors and Librarians may include a maximum of 6 LHE of lecture courses per semester within their workload assignment. Therefore, to earn Workload Banked credit, Counselors and Librarians may accumulate up to forty percent (40%) of their credit from overload lecture assignments.

- e. Workload credit cannot be earned:

(1) while on a reduced workload assignment;

(2) while on sabbatical.

28.4. Criteria to redeem banked workload credit:

- a. A full-time faculty member must have fifteen (15) LHE banked prior to taking a banked workload leave.
- b. Only full-time tenured faculty members may schedule a banked workload leave.
- c. To schedule a banked workload leave, the faculty member must fill out the appropriate District form (see Appendix E) and schedule the banked workload leave with the dean no later than February 1st for the Fall semester and no later than September 1st for the Spring semester.
  - (1) Every effort shall be made to accommodate a faculty member's request to redeem banked workload credit; however, it is recognized that a banked workload leave may be postponed under circumstances in which the absence of the faculty member would jeopardize the educational program. The dean shall put in writing any postponement of the request to redeem banked workload credit.
  - (2) When two or more faculty members from the same department or area apply to schedule banked workload leave and both/all cannot be accommodated, those faculty members who have not previously taken banked workload leave shall have priority in order of seniority. The remaining faculty will be given priority for the following semester.
  - (3) A requested banked workload leave can be postponed for no more than one academic year.
  - (4) To ensure the stability of a program, department, or school, the faculty member requesting banked workload leave may be requested to work with the Division/School Chair and dean to arrange for appropriate substitute coverage prior to scheduling a leave.

28.5. While the full-time faculty member is on a banked workload leave, unless an exception is granted by the Board of Trustees, he/she will not be eligible to:

- a. work overload;
- b. contract for extra assignments in the District;
- c. work on a stipend or reassigned time;
- d. work on any hourly assignments.

28.6. Cashing out banked workload credit: Once a faculty member has made an irrevocable election for workload banking, the faculty member shall not be entitled to cash out except under one of the following circumstances:

- a. retirement;
- b. medical disability as defined in Internal Revenue Code, Section 72 (m) (7);
- c. termination (dismissal for cause), or release from probationary status;
- d. death;
- e. resignation.

When a faculty member is paid for accumulated banked workload credit (known as “cashing out”), the rate of pay shall be at the rate of pay in effect at the time the banked workload credit was earned. No partial “cashing out” will be allowed.

#### 28.7. Record Keeping

Banked workload credit shall be recorded by each college and tracked by the District. The District shall issue an annual statement to each faculty member and appropriate administrators showing the amount of posted banked workload credit, salary, and the dates posted.

#### 28.8. Reserve Funds

When the option to bank workload credit is exercised, an amount equal to the hourly compensation earned by the full-time faculty member plus ten (10) percent shall be placed in a separate reserve account that will be used only to pay for hourly replacements when the full-time employee schedules a banked workload leave or cashes out unused credit. All interest earned on this reserve shall remain in that account to offset the increases in hourly pay rates over time.

### **ARTICLE XXIX LEAVES**

#### 29.1. General Provisions

The benefits provided faculty members by Sections 87700 through 87701 and 87763 through 87788 of the Education Code are incorporated into this Agreement except as supplemented in this Article.

Unless otherwise stated, a faculty member on any approved leave shall be entitled to all benefits accorded and obligated by all duties as follows:

a. Paid Leave: Unless otherwise provided in this Article, a faculty member on a paid leave shall be entitled to:

- (1) return to the same or comparable position which he/she held immediately before commencement of the leave,
- (2) receive credit for annual salary increments provided during his/her leave,
- (3) receive during his/her leave all other benefits, including, but not limited to, insurance and retirement benefits, to the extent permitted by law.

b. Unpaid Leave: Except as otherwise prohibited by law, the District retains the sole discretion as to whether to grant a request for an unpaid leave of absence. Unless otherwise provided in this Article, a faculty member on an unpaid leave shall be entitled to:

- (1) return to the same or comparable position which he/she held immediately before commencement of the leave,
- (2) purchase health insurance for the duration of the leave by paying the premium, in full, on or before the first day of the leave, to the District's Business Office.

c. Reduced Contract Request Leave: A faculty member may request a reduced teaching load for any given semester or academic year. The request must be received 90 days prior to the semester in which the reduction is requested. Exceptions to the notice of requirement may be granted by the College President.

Requests must be submitted by the approved process to the appropriate dean and College President. All reduced contracts shall be voluntary, and the faculty member understands that a reduced teaching load will reduce employee benefits and retirement credit received. The faculty member's salary will be reduced in accordance with the percentage reduction in teaching load request.

## 29.2. Sick Leave

a. Each full-time faculty member under yearly contract shall be entitled to one (1) day of paid sick leave each month of employment (i.e., 10 days for 10 months; 12 days for 12 months). Sick leave shall be accrued for all part-time, full-time overload and summer LHE instruction and shall be computed by the following formula:

.0558 hours sick leave per contact hour paid

At the beginning of each academic year, every faculty member will receive a sick leave allotment credit, equal to his/her entitlement for the academic year. Part-

time classroom faculty members will receive a sick leave allotment credit at the beginning of each semester. Part-time hourly faculty members will receive a sick leave allotment calculated and accrued each pay period.

- b. Pursuant to Labor Code Section 233, a full-time faculty member may use up to six days and a part-time faculty member may use up to three days of accrued and available sick leave entitlement to attend to an illness of a family member as defined in Labor Code Section 245.5 as follows:

- (1) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status;
- (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee of the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- (3) A spouse;
- (4) A registered domestic partner;
- (5) A grandparent;
- (6) A grandchild;
- (7) A sibling.

- c. Accumulation of Leave: Unused sick leave shall accrue from academic year to academic year.

- d. Verification of Illness or Injury: Verification will ordinarily not be required for short term absences. A doctor's certification or other acceptable form of verification may be required however, for absences exceeding five (5) calendar days, situations where there is a doubt as to the employee's fitness to return to work, or where the appropriate administrator has reason to believe that there may be an abuse of sick leave.

- e. Notification of Absence: Faculty members shall notify the appropriate dean of an absence as soon as practicable prior to the start of the faculty member's assignment.

- f. Notification of Return: For absences longer than one day, each faculty member shall make every effort to keep the appropriate supervisor advised of his/her condition, and provide an estimate of their expected return.

g. Sick Leave Deduction Process:

- (1) Full-time faculty members with classroom assignments shall have sick leave deducted on the basis of half-day increments (i.e., if a faculty member is absent for one-half or less of his or her scheduled assignment for that day, one-half day of sick leave will be deducted; if a faculty member is absent for more than one-half of a scheduled assignment for that day, a full day of sick leave will be deducted).
- (2) Full-time faculty members with non-classroom assignments shall have sick leave deducted on the basis of quarter-day increments (i.e., if a faculty member is absent for one-quarter or less of his or her scheduled assignment for that day, one-quarter of a day of sick leave will be deducted; for an absence of between one-quarter and one-half of a day, one-half day will be deducted; for an absence between one-half and three-quarters, three-quarters of a day will be deducted; for an absence of more than three-quarters of a scheduled assignment for that day, a full day of sick leave will be deducted).
- (3) Part-time faculty members shall have sick leave deducted on an hourly basis.

h. Sick Leave Statement: The District shall provide information upon individual request, on the amount of sick leave accrued, by transfer or otherwise, and sick leave entitlement for the academic year.

i. Catastrophic Illness Transfer of Leave Program: A faculty member may contribute sick leave to other staff as well as other faculty members on a one-for-one basis (one day for one day, etc.) with no reference to the possible difference in their salaries. The employee is responsible for determining any STRS, IRS or other agency effect that may occur. This program is designed to assist a faculty member who has a lengthy illness and has run out of sick leave. The program can also be used so that an employee can take care of a sick person in the immediate family. Procedures for the catastrophic illness/injury leave for individual solicitation or leave bank requests are on file in the District Human Resources Office.

29.3. Maternity Leave

The District shall provide for leave of absence from duty for any faculty member of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the faculty member shall resume duties, shall be determined by the faculty member's physician. Pregnancy and disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are for all job-related purposes, temporary disabilities and shall be treated as

such under any health or temporary disability insurance or sick leave plan available in connection with employment by the South Orange County Community College District.

29.4. Paid Parental Leave

- a. A person employed by the District in a full-time or part-time academic position for more than twelve (12) calendar months shall be allowed to take leave for purposes of parental leave for a period of up to twelve (12) weeks. "Parental leave" means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
- b. The twelve (12) week period shall run concurrent with any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
- c. An employee shall not be provided more than one twelve (12) week period for parental leave during any twelve (12) month period.
- d. Parental leave taken pursuant to this section shall also run concurrently with parental leave taken pursuant to FMLA/CFRA leave as described in Section 29.12 below. The aggregate amount of parental leave taken pursuant to this section and Section 29.12 shall not exceed twelve (12) weeks in a twelve (12) month period.
- e. When an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to FMLA/CFRA leave specified in Section 29.12, the amount deducted from the salary due the faculty member for any of the remaining portion of the twelve (12) week period in which the absence occurs shall:
  - (1) not exceed the sum that is actually paid a temporary employee employed to fill his or her position during his or her absence or, if no temporary employee was employed, the amount that would have been paid to the temporary employee had he or she been employed, and
  - (2) shall not exceed 50 percent of the employee's regular salary for the remaining portion of the 12-workweek of the parental leave.

(Education Code section 87780.1.)

29.5. Extended Illness Leave

- a. If a faculty member has used all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute faculty member temporarily

3729 assuming the duties of the absent faculty member, or, in the event that no  
3730 substitute faculty member is employed to replace the faculty member, the lowest  
3731 LHE rate as described in the appropriate salary schedule (Appendix A) for the  
3732 number of hours for which the absent faculty member would need to be replaced.  
3733 In no case shall the amount deducted exceed 50% of the faculty member's regular  
3734 salary. The five (5) months or less extended illness leave period during which the  
3735 deductions described above occur shall not begin until all other paid sick leave  
3736 provisions described in Section II above, excluding sick leave transferred under  
3737 the Catastrophic Illness Transfer of Leave Program (Section 29.2.1), have been  
3738 exhausted. Extended illness leave is not available for absences that arise under  
3739 Labor Code Section 233 (see Section II above).

- 3740
- 3741 b. If a faculty member has used all of his/her accumulated sick leave and is still  
3742 absent from his/her duties on account of illness or accident, and that faculty  
3743 member has been employed for a period of ten (10) years or more in the District,  
3744 and has reached the age of fifty-five (55), the District will provide health benefits  
3745 for the absent faculty member until that faculty member is able to return to duty,  
3746 elects to retire as specified in Section 31.4. below, or is separated from the  
3747 District.

3748

3749 29.6. Industrial Accident and Illness Leave (Calif. Ed. Code Section 87787) is supplemented as  
3750 follows:

- 3751
- 3752 a. An industrial accident or illness as used in this paragraph means any injury or  
3753 illness the cause of which can be traced to the performance of services for the  
3754 District, either on campus or off campus.
- 3755
- 3756 b. A faculty member shall be entitled to such leave without limitation to the number  
3757 of days of entitlement.
- 3758
- 3759 c. The total of the faculty member's temporary disability indemnity and the portion  
3760 of salary due during the leave shall equal his or her full salary.
- 3761
- 3762 d. A faculty member shall be deemed to have recovered from an industrial accident  
3763 or illness, and thereby able to return to work, at such time as the faculty member  
3764 and the attending physician agree that there has been such a recovery.
- 3765
- 3766 e. Nothing in this Article shall preclude the District from recommending that a  
3767 faculty member be placed on disability retirement under the State Teachers  
3768 Retirement System.

3769

3770 29.7. Personal Necessity Leave

3771

3772 Every faculty member shall be entitled to use paid sick leave during each academic year  
3773 in case of personal necessity, as follows:

3774



- a. "Personal Necessity" means any activity, including those pursuant to the California Education Partnership Act (California Labor Code § 230.8), which cannot be conducted before or after the teaching day without causing undue inconvenience to the faculty member. Faculty members shall handle such leave in a responsible manner.
- b. Full-time faculty members are entitled to use up to six (6) days per year of personal necessity leave.
- c. Part-time faculty members' personal necessity leave is deducted in hourly increments. Part-time faculty members are entitled to use up to sixty percent (60%) of their sick leave allotment for a given semester for personal necessity leave.
- d. Personal necessity leave may not exceed the amount of accumulated available sick leave.
- e. Personal necessity days do not carry over from year to year.
- f. A faculty member shall make every attempt to give advance notice for use of Personal Necessity Leave.
- g. A faculty member shall not be required to give reasons for the use of such leave.

29.8. Bereavement Leave

Every faculty member shall be entitled to five (5) days of paid leave of absence for each occurrence of the death of a spouse or domestic partner; child; child of spouse or domestic partner; parent, stepparent, or legal guardian of the faculty member or of the spouse or domestic partner of the faculty member; or any family member living in the immediate household of the faculty member; or if travel out-of-state is required for any other member of the faculty member's immediate family. Otherwise, every faculty member shall be entitled to three (3) days paid leave of absence for any other member of the faculty member's immediate family. This leave shall not be deducted from sick leave.

29.9. Jury Leave

A faculty member shall be entitled to as many days of paid leave as are necessary when called for jury duty or when summoned for a court appearance not as a result of the faculty member's own misconduct. Any monies received from the courts as jury duty pay shall be transferred to the District, mileage excluded. Upon completion of jury duty, the faculty member shall submit a certification of jury service to the District.

29.10 Legislative Leave

Except as otherwise provided by law, a tenured faculty member who is elected or appointed to the State Legislature, Congress, or appointed to government service, shall be entitled to an unpaid leave of absence for the length of the term of office, not to exceed twelve (12) years.

a. The faculty member on such leave shall notify the college of an intended return at least sixteen (16) weeks in advance.

b. The faculty member on such leave shall be entitled to return to employment at the end of the leave, but shall not be entitled to any other benefits while on leave.

#### 29.11. Professional Development Leave

A faculty member may be granted up to three (3) days of paid leave each academic year for the purpose of improving classroom teaching performance. Such leave may be used to visit classes in other departments or colleges or to attend Association workshops related to the subject(s) or academic discipline(s) being taught by the faculty member.

#### 29.12. Family and Medical Leave

To the extent not already provided for under current leave policies and provisions, the District will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Family Rights Act ("CFRA"). Unless otherwise provided by this policy, "leave" under this policy shall mean leave pursuant to the FMLA and CFRA. The District shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against any faculty member because he/she exercises the right to family care leave or because he/she gives information or testimony related to his/her or another person's family care leave in an inquiry related to family leave rights.

##### a. Terms of Leave

(1) Family care and medical leave shall not exceed twelve (12) work weeks (or twenty-six (26) weeks to care for a covered service member) during any fiscal year. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

(2) The twelve (12) month period for calculating leave entitlement will be based on the District's fiscal year from July 1 to June 30.

(3) Leave taken under the FMLA for disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability

Act. A family member may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.

- (4) During the period of family care and medical leave, the District shall require the faculty member to use his/her accrued time off, and any other paid or unpaid time off negotiated with the District. Accrued sick leave shall be used when the purpose of the family care and medical leave is for the employee's own serious health condition or the leave is needed to care for a parent, spouse, child or domestic partner with a serious health condition, and for which sick leave may be taken pursuant to this Agreement and/or Board policy.

b. Intermittent/Reduced Work Schedule Leave

Leave related to the serious health condition of the faculty member or his/her child, parent, spouse or domestic partner may be taken intermittently or on a reduced work schedule when medically necessary. In such a case, the District may limit leave increments to the shortest period of time that the payroll system uses to account for absences or use of leave. If the leave is foreseeable based on planned medical treatment, the faculty member may also be required to transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave. The faculty member must be qualified for the position, but the position does not need to have equivalent duties. Transfer to an alternative position may include altering an existing job to better accommodate the faculty member's need for intermittent leave or a reduced work schedule.

c. Maintenance of Benefits

- (1) Leave under the terms of FMLA and/or CFRA is unpaid. During the period of family care and medical leave, the faculty member shall continue to be entitled to participate in the District's medical, vision, and dental plans.
- (2) If the faculty member fails to return from leave after the leave period has expired for a reason other than the continuation, recurrence or onset of a serious health condition of the faculty member or his/her family member which would entitle the faculty member to leave, or because of circumstances beyond the faculty member's control, the employee will be required to reimburse any health plan premiums paid by the District during the period of leave. The District shall have the right to recover premiums through deduction from any sums due to the employee from the District (e.g., unpaid wages, vacation pay, etc.).
- (3) The faculty member shall also continue to be entitled to participate in pension and retirement plans and/or any other welfare benefit plan to the

3912 same extent and under the same conditions as apply to an unpaid leave  
3913 taken for any other purpose. In the absence of these conditions, the faculty  
3914 member shall continue to be entitled to participate in these plans and the  
3915 District may, at its discretion, require the faculty member to pay the  
3916 premium for periods not covered by accrued leave.  
3917

3918 **ARTICLE XXX**  
3919 **WAGES**

3920  
3921 30.1. General Provisions

3922  
3923 a. Faculty Compensation

- 3924  
3925 (1) Full-time faculty members' contracted load as part of a regular full-time  
3926 assignment will be paid according to the Full-time Academic Salary  
3927 Schedule as described in Section 30.2.a below.  
3928  
3929 (2) Part-time faculty during the academic year and all faculty during summer  
3930 terms holding classroom or equivalent assignments will be paid according  
3931 to the Part-time Classroom Academic Salary Schedule as described in  
3932 Section 30.2.b. below.  
3933 (3) Full-time faculty classroom overload will be paid according to the Full-  
3934 time Overload Academic Salary Schedule as described in Section 30.2.c.  
3935 below.  
3936  
3937 (4) For Library, Counseling, and Learning Disability Specialist assignments  
3938 during the regular and summer terms, part-time non-classroom faculty and  
3939 full-time non-classroom faculty overload will be paid according to the  
3940 Part-time Non-Classroom and Full-time Non-Classroom Overload for  
3941 Library, Counseling, and Learning Disability Academic Salary Schedule  
3942 as described in Section 30.2.d. below. (See Appendix A)  
3943  
3944 (5) Part-time faculty holding non-classroom tutorial assignments during the  
3945 regular and summer terms will be paid according to the Part-time Non-  
3946 Classroom Tutorial Academic Salary Schedule as described in Section  
3947 30.2.e. below.  
3948

3949 30.2. Salary Schedules

3950  
3951 a. Full-time Academic Salary Schedule (see Appendix A):

- 3952  
3953 (1) The Full-time Academic Salary Schedule shall consist of five columns  
3954 with:  
3955  
3956 Three (3) steps plus one longevity step in the first column  
3957

3958 Eight (8) steps plus one longevity step in the second column

3959  
3960 Thirteen (13) steps plus one longevity step in the third column

3961  
3962 Eighteen (18) steps plus one longevity step in the fourth column

3963  
3964 Twenty-three (23) steps plus one longevity step in the fifth column

3965  
3966 (2) In any given year, column 1, step 1, of the Faculty Salary Schedule shall  
3967 be defined as the base salary. The dollar amount in column 1, step 1, of the  
3968 Faculty Salary Schedule shall be the dollar amount of column 1, step 1, of  
3969 the immediate prior Faculty Salary Schedule and any negotiated and  
3970 agreed upon adjustments for the given year.

3971  
3972 (3) The first step of each column will increase by 5.5555% of the base salary  
3973 over the first step of the previous column.

3974  
3975 (4) Each step in each column will increase by 3.70365% of the base salary  
3976 over the previous step.

3977  
3978 b. Part-time Classroom Academic Salary Schedule (see Appendix A):

3979  
3980 (1) The Part-time Classroom Academic Salary Schedule shall consist of seven  
3981 columns, with one step in each column.

3982  
3983 (2) For 2018-2019, the value of the first column will be equivalent to 57.00%  
3984 of 1/15 (6.67%) of one-half the value of the first step of the first column in  
3985 the Full-time Academic Salary Schedule, as reflected in the following  
3986 formula:

3987  
3988 
$$.57(.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

3989 
$$\text{Schedule /2}))$$

3990  
3991 For 2019-2020, the value of the first column will be equivalent to 57.20%  
3992 of 1/15 (6.67%) of one-half the value of the first step of the first column in  
3993 the Full-time Academic Salary Schedule, as reflected in the following  
3994 formula:

3995  
3996 
$$.5720 (.0667(\text{column 1, step 1 of the Full-time Academic Salary}$$

3997 
$$\text{Schedule /2}))$$

3998  
3999 For 2020-2021, the value of the first column will be equivalent to 57.30%  
4000 of 1/15 (6.67%) of one-half the value of the first step of the first column in  
4001 the Full-time Academic Salary Schedule, as reflected in the following  
4002 formula:  
4003

4004 .5730 (.0667(column 1, step 1 of the Full-time Academic Salary  
4005 Schedule /2))  
4006

4007 (3) Each succeeding column will increase by 4% of column 1 over the  
4008 previous column..  
4009

4010 c. Full-time Classroom Overload Academic Salary Schedule (see Appendix A):  
4011

4012 (1) The Full-time Classroom Overload Academic Salary Schedule shall  
4013 consist of seven columns, with one step in each column.  
4014

4015 (2) For 2018-2019, the value of the first column will be equivalent to 48.95%  
4016 of 1/15 (6.67%) of one-half the value of the first step of the first column in  
4017 the Full-time Academic Salary Schedule, as reflected in the following  
4018 formula:  
4019

4020 .4895(.0667(column 1, step 1 of the Full-time Academic Salary  
4021 Schedule/2))  
4022

4023 For 2019-2020, the value of the first column will be equivalent to 49.10%  
4024 of 1/15 (6.67%) of one-half the value of the first step of the first column in  
4025 the Full-time Academic Salary Schedule, as reflected in the following  
4026 formula:  
4027

4028 .4910 (.0667(column 1, step 1 of the Full-time Academic Salary  
4029 Schedule /2))  
4030

4031 For 2020-2021, the value of the first column will be equivalent to 49.15%  
4032 of 1/15 (6.67%) of one-half the value of the first step of the first column in  
4033 the Full-time Academic Salary Schedule, as reflected in the following  
4034 formula:  
4035

4036 .4915 (.0667(column 1, step 1 of the Full-time Academic Salary  
4037 Schedule /2))  
4038

4039 (3) Each succeeding column will increase by 4% of column 1 over the  
4040 previous column.  
4041

4042 d. Part-time Non-classroom and Full-time Non-classroom Overload for Library,  
4043 Counseling, & Learning Disability Academic Salary Schedule (See Appendix A)  
4044

4045 (1) The Part-time Non-Classroom and Full-Time Non-Classroom Overload  
4046 Academic Salary Schedule shall consist of seven columns, with one step  
4047 in each column.  
4048

- (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:

$$.486(.0667(\text{column 1, step 1 of the Full-time Academic Salary Schedule}))$$

- (3) Each succeeding column will increase by 4% of column 1 over the previous column.

- (4) 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.

e. Part-Time Non-Classroom Tutorial Academic Schedule (See Appendix A):

- (1) The Part-time Non-classroom Tutorial 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:

$$.486(.0667(\text{column 1, step 1 of the Full-time Academic Salary Schedule } / 2))$$

- (3) Each succeeding column will increase by 4% of column 1 over the previous column.

- (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.

30.3. Salary Schedule Column Placement Criteria

All degrees or units must be from accredited educational institutions.

- a. Column I Bachelor's Degree (or the minimum degree and/or experience as required by the California Community College Chancellor's Office minimum qualifications as published in the *Minimum Qualifications for Faculty and Administrators in California Community Colleges*) or equivalency as established under 5 C.C.R. 53410.

b. Column II

- (1) Master's Degree, or

- 4095  
4096 (2) Bachelor's Degree plus 40 semester units, including Master's Degree.  
4097  
4098 c. Column III  
4099  
4100 (1) Master's Degree plus 20 semester units, or  
4101  
4102 (2) Bachelor's Degree plus 50 semester units, including Master's Degree.  
4103  
4104 d. Column IV  
4105  
4106 (1) Master's Degree plus 40 semester units, or  
4107  
4108 (2) Bachelor's Degree plus 70 semester units, including Master's Degree, or  
4109  
4110 (3) Permanent Vocational Credential received prior to establishment of the  
4111 Community College Credential and Bachelor's Degree.  
4112  
4113 e. Column V  
4114  
4115 (1) Earned Doctorate, or  
4116  
4117 (2) Master's Degree plus 60 semester units, or  
4118  
4119 (3) Bachelor's Degree plus 90 semester units, including Master's Degree, or  
4120  
4121 (4) Permanent Vocational Credential received prior to establishment of the  
4122 Community College Credential and Master's Degree.  
4123  
4124 30.4. Previous Experience Credit for Initial Step Placement  
4125  
4126 a. Instructional experience  
4127  
4128 At the time of initial employment, new full- and part-time faculty members will  
4129 be given schedule placement credit for full- and or part-time instruction,  
4130 counseling, coaching, or librarian experience, whichever applies to the  
4131 assignment. The experiences may be at any accredited high school (grades 9-12),  
4132 college or university. Instructional experiences of the equivalent of 30 LHE will  
4133 equal one step on the salary schedule. Previous experience credit will be given as  
4134 follows:  
4135  
4136 0-5 years of experience – placement on step 1  
4137  
4138 6 years of experience – placement on step 2  
4139  
4140 7 years of experience – placement on step 3



8 or more years of experience – placement on step 4

b. Non-instructional occupational experience

For purposes of calculating initial step placement in Section 30.4.a. above, at the time of initial employment, full-time faculty members may be awarded placement credit for non-instructional occupational experience provided that it directly relates to the District 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.

The new full-time faculty member will submit to Human Resources at least one of the following:

- (1) A completed Request for Verification of Work Experience Form (obtained from Human Resources) from each former employer; or
- (2) A letter on the employer's letterhead verifying work experiences and dates of employment; or
- (3) An IRS Form 1040 and Schedule C for self-employed experiences.

30.5. Step and Column Movement

a. Step advancement

- (1) Full-time faculty members shall move one step on the Full-time Academic Salary Schedule for each contractual year of service.
- (2) Step movements shall occur annually in the Fall.
- (3) 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.

b. Column Advancement

- (1) Column advancement based on experience shall occur annually in the Fall.
- (2) For overload pay, full-time faculty members shall move one column on the Full-Time Overload salary schedule annually for each contractual year of service.

- (3) Part-time faculty members shall move one column on the salary schedule after having served the equivalent of thirty (30) LHE.
- (4) After the date of hire, for the purpose of column advancement, nine (9) semester units of lower division college level credit from an accredited institution of higher education will be allowed for coursework that is pertinent to the principal area of assignment and/or is for retraining or the up-grading of skills. The coursework must be approved in advance by the dean and Vice President.
- (5) Coursework taken for column advancement outside the faculty member's primary assignment must be approved by the Vice President prior to enrolling in the course(s).
- (6) A passing grade must be earned in all coursework accepted for salary classification credit. A pass/fail course must be noted as pass and a credit/non-credit course must be noted as credit in the transcript.
- (7) Column advancement based on coursework or completion of a degree can occur in Fall and Spring. Official verification of coursework taken and/or degree conferred must be submitted to Human Resources by August 1st for column advancement for the Fall semester and January 3rd for column advancement for the Spring semester.

30.6. Doctoral Stipends

Full-time faculty members who hold an earned doctorate from an accredited institution shall receive a stipend of 5.6% of the base salary as defined in section 30.2.a.2 as part of their annual salary.

30.7. State of California Part-time Parity Compensation Funds

Parity compensation funds ("parity pay") received from the State of California will be distributed among part-time faculty only (e.g., work performed by part-time faculty during an academic year will be paid in the fall semester of the following academic year).

30.8. Increase in Compensation

- a. For the 2018-2019 academic year and the 2019 summer term, the Full-time Academic Salary Schedule, the Part-time Non-Classroom and Full-time Non-Classroom Overload for Library, Counseling, & Learning Disabilities Academic Salary Schedule, and the Part-time Non-classroom Tutorial Academic Salary Schedule will reflect an increase of 2.71% over the schedule of the previous year. The Part-time Classroom Academic Salary Schedule will reflect an increase of 5.40% over the schedule of the previous year. The Full-time Classroom Overload Academic Salary Schedule will reflect an increase of 3.45% over the schedule of the previous year.

- b. For the 2019-2020 academic year and the 2020 summer term, the Full-time Academic Salary Schedule, the Part-time Non-Classroom and Full-time Non-Classroom Overload for Library, Counseling, & Learning Disabilities Academic Salary Schedule, and the Part-time Non-classroom Tutorial Academic Salary Schedule will reflect an increase of 2.57% over the schedule of the previous year. The Part-time Classroom Academic Salary Schedule will reflect an increase of 2.86% over the schedule of the previous year. The Full-time Overload Academic Salary Schedule will reflect an increase of 2.89% over the salary schedule of the previous year.

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 Non-Classroom and Full-time Non-Classroom Overload for Library, Counseling, & Learning Disabilities Academic Salary Schedule, and the Part-time Non-classroom Tutorial Academic Salary Schedule will reflect an increase of 2.67% over the salary schedule of the previous year. The Part-time Classroom Academic Salary Schedule will reflect an increase of 2.86% over the schedule of the previous year. The Full-time Overload Academic Salary Schedule will reflect an increase of 2.73% 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.

## **ARTICLE XXXI**

### **RETIRED FACULTY BENEFITS**

#### **31.1. Retirement Incentive Programs**

Faculty members may participate in retirement incentive programs established by the Board of Trustees in compliance with the California Education Code.

#### **31.2. Reduced Workload with Full Retirement Credit (Calif. Ed. Code, Section, 87483)**

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 a 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.

31.3. Consultant Contract Program for Retired Academic Employees

a. When need exists, the Board of Trustees may award consultancy contracts to retired faculty members of the District. Following are the rules and regulations for the implementation of programs of consultant contracts for retired faculty members.

- (1) To be eligible to start the consultant contract program, the faculty member must be at least fifty-five (55) years of age before the beginning of the college year (July 1) in which the consultant contract starts.
- (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 participate in the consultant contract program.
- (3) The faculty member must have officially retired from the District prior to July 1 of the fiscal year in which the consultant contract begins.
- (4) The contract may be written for a period of up to five (5) years or until the faculty member reaches the age of sixty-five (65), whichever comes first.
- (5) The contract may be by mutual agreement for a specific annual project or service for not less than thirty (30) working days per year.
- (6) The annual consultant contract compensation shall not exceed the maximum allowed under the Education Code for such services.
- (7) 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.

31.4. Health and Medical Benefits for Retirees

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 full-time 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.
    - (d) In any given year, the increase will not be greater than 10% over the prior year cost for this coverage.

- 4371  
4372 (4) If both the retiree and his/her dependent have reached the age of Medicare  
4373 eligibility, the retiree may purchase for the dependent, through the  
4374 District's health benefit providers, supplemental health coverage  
4375 equivalent to that provided for the retiree so long as:  
4376  
4377 (a) Such purchase is permitted by the health carrier;  
4378  
4379 (b) The retiree and the dependent have purchased Medicare A and B  
4380 coverage, if eligible to purchase such coverage; and  
4381  
4382 (c) The retiree pays an amount equal to the District's cost for the  
4383 retiree's supplemental health coverage. If the retiree or dependent  
4384 is not eligible for Medicare, the retiree shall also pay any penalty,  
4385 fee or other cost imposed by the insurance carrier.  
4386  
4387 (5) If the retiree is under the age of Medicare eligibility but the dependent has  
4388 reached such age, health benefits for the dependent will continue under the  
4389 following circumstances:  
4390  
4391 (a) Such purchase is permitted by the health carrier;  
4392  
4393 (b) The dependent has purchased Medicare A and B coverage, if  
4394 eligible to purchase such coverage; and  
4395  
4396 (c) If the dependent is not eligible for Medicare or otherwise fails to  
4397 purchase Medicare A and B coverage, the retiree shall pay any  
4398 penalty, fee or other cost imposed by the insurance carrier.  
4399  
4400 d. After the retiree reaches the age of Medicare eligibility, the retiree may purchase  
4401 vision and dental benefits, for both himself or herself and for dependents, through  
4402 the District's providers so long as:  
4403  
4404 (1) Such purchase is permitted by the health carrier;  
4405  
4406 (2) Benefits for retirees are grouped in a separate rate from the active/early  
4407 retirees' group; and the retiree pays the full cost of such benefits.  
4408  
4409 e. Other coverage for the faculty member and coverage for the dependents is subject  
4410 to applicable state and federal laws providing for such coverage.  
4411  
4412 31.5. Emeritus Faculty Privileges  
4413  
4414 a. Eligibility  
4415

Any full-time faculty member who retires from the District shall receive emeritus status. However, if a faculty member retires while on an administrative leave, and he/she desires emeritus status, the retiring faculty member must submit a request for emeritus status to the District Office of Technology and Learning. The Office of Technology and Learning will submit the matter to a special panel composed of two members appointed by the Academic Senate and two members appointed by the College President, and a fifth member to be determined by the appointed panel members. The special panel will make a recommendation to the Board of Trustees, 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 Board's decision and its reasons will be made to the members of the panel.

b. Privileges

- (1) Faculty members granted Emeritus status will be issued official college identification designating their status, and their names will be retained in the College catalog.
- (2) Emeritus faculty will be granted lifetime event, library and faculty parking privileges, and upon request, lifetime email access.

Faculty Association Negotiations Costing January 2019

|                                      | 2018-2019 |            | 2019-2020 |            | 2020-2021 |            |
|--------------------------------------|-----------|------------|-----------|------------|-----------|------------|
|                                      | Parity %  | % Increase | Parity %  | % Increase | Parity %  | % Increase |
| 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%      |
| Full-time Classroom Faculty Overload | 48.95%    | 3.45%      | 49.10%    | 2.89%      | 49.15%    | 2.73%      |
| PT, Summer, & Overload Non-classroom | 48.60%    | 2.72%      | 48.60%    | 2.56%      | 48.60%    | 2.67%      |

Increase College Work Experience from .10 LHE to .18 LHE per student

Increase Department Chair Stipends by eliminating lowest tier

Salary  
Benefits  
Total

| Increased Annual Cost |                  |                           |                     |                     |                     |
|-----------------------|------------------|---------------------------|---------------------|---------------------|---------------------|
| 2018-2019             |                  |                           |                     | 2019-2020           | 2020-2021           |
| Salary Increases      | CWE Increase     | Department Chair Increase | Total               | Salary Increases    | Salary Increases    |
| \$ 2,881,403          | \$ 22,541        | \$ 92,205                 | \$ 2,996,149        | \$ 2,198,989        | \$ 2,302,818        |
| \$ 561,297            | \$ 4,391         | \$ 17,962                 | \$ 583,650          | \$ 469,044          | \$ 513,497          |
| <b>\$ 3,442,700</b>   | <b>\$ 26,932</b> | <b>\$ 110,167</b>         | <b>\$ 3,579,799</b> | <b>\$ 2,668,033</b> | <b>\$ 2,816,315</b> |
|                       |                  |                           | 3.68%               | 2.70%               | 2.74%               |

| Cumulative Cost     |                     |                              |
|---------------------|---------------------|------------------------------|
| 2018-2019           | 2019-2020           | 2020-2021                    |
| Cumulative Cost     | Cumulative Cost     | Cumulative Cost              |
| \$ 2,996,149        | \$ 8,191,287        | \$ 15,689,243                |
| \$ 583,650          | \$ 1,636,344        | \$ 3,202,535                 |
| <b>\$ 3,579,799</b> | <b>\$ 9,827,631</b> | <b>\$ 18,891,778</b>         |
| <b>3.68%</b>        | <b>6.38%</b>        | <b>9.12%</b><br>(compounded) |



**TO:** Board of Trustees

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

**RE:** SOCCCD: Adopt Resolution No. 19-10: Classified Employee/Position Layoff

**ACTION:** Approval

---

**BACKGROUND**

As a result of lack of funds and/or lack of work, it is necessary to reduce one classified position through layoff.

**STATUS**

The classified position in Exhibit A shall be eliminated. Order of layoff shall be determined in accordance with the Education Code 88017 and the collective bargaining agreement as applicable.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 19-10 to approve the reduction and/or discontinuance of classified service shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES MEETING  
APRIL 22, 2019**

**RESOLUTION NO.: 19-10**

WHEREAS, Education Code sections 88001, 88014, 88015, 88017, 88117, and 88127 authorize the District to layoff classified employees for lack of funds upon the expiration of a categorically or specially funded project and upon notice on or before April 29; and

WHEREAS, it is the determination of the Board of Trustees that it is in the District's best interest, due to lack of funds as a result of the expiration of a specifically funded program (Level-Up Grant), that certain services now being provided by the District must be reduced;

NOW, THEREFORE, BE IT RESOLVED that the following classified positions be discontinued effective June 30, 2019:

**1 FTE Level-Up Grant Program Assistant**

BE IT FURTHER RESOLVED that the Chancellor, or her designee, is hereby authorized and directed to give notice(s) of termination of employment to the affected employee(s) pursuant to District rules and regulations, any applicable collective bargaining agreement and applicable provisions of the Education Code not later than April 29, 2019.

BE IT FURTHER RESOLVED that the Chancellor be authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

The foregoing Resolution was passed and adopted at a regular meeting of the Board of Trustees on the 22nd day of April 2019, by the following vote:

AYES:

NOES:

ABSENT:

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

Board of Trustees of the South Orange County  
Community College District

By \_\_\_\_\_  
Secretary of the Board of Trustees

**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.

**STATUS**

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

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**

| <b><i>Presentation<br/>Date/Time</i></b> | <b><i>Location</i></b> | <b><i>Faculty<br/>Member</i></b> | <b><i>Course Title/Activity</i></b>     | <b><i>Speaker</i></b>     | <b><i>Topic</i></b>   |
|--|------------------------|----------------------------------|---|---------------------------|---|
| 4/1/2019<br>10:30am                      | BGS 232                | Brock Schermerhorn               | BUS 105 Social Media                    | Al Shan                   | Business Marketing  |
| 4/3/2019<br>6:00pm – 7:00pm              | BGS 254                | Jane Medling                     | Accounting Society Advisor Club Meeting | Nahal Shafagh             | Recruiting Do's and Don'ts in Today's World of CPAs           |
| 4/8/2019<br>9:00am – 10:15am             | BGS 352                | Bethany Holder                   | PSYC 37                                 | Ken Graves, LMFT, CEDS    | Eating Disorders  |
| 4/17/2019<br>6:00pm – 7:00pm             | BGS 254                | Jane Medling                     | Accounting Society Advisor Club Meeting | Wesley Wilson             | Become a CPA: The Opportunities and Possibilities are Endless |
| 4/24/2019<br>1:00pm – 2:50pm             | LCUME                  | Gerald Binder                    | EGRO 501                                | Dr. Herbert Modolevsky    | The Human Narrative   |
| 4/25/2019<br>5:30pm – 9:00pm             | BGS 144                | Morgan Barrows                   | Environmental Awareness                 | Deidre Cavazzi            | Arctic Circle Residency                                       |
| 4/29/2019<br>5:30 pm                     | BGS 144                | Morgan Barrows                   | Environmental Awareness                 | Sarah Spinuzzi            | Plastic Pollution   |
| 5/8/2019<br>1:00pm – 2:50pm              | LCUME                  | Gerald Binder                    | EGRO 501                                | Dominic Cirincione, Ph.D. | Spirituality for Elderhood                                    |
| 5/22/2019<br>1:00pm – 2:50pm             | LCUME                  | Gerald Binder                    | EGRO 501                                | Gina Connoy               | The Elder's Voice in Music & Spoken Word                      |

**IRVINE VALLEY COLLEGE**

| <b><i>Presentation<br/>Date/Time</i></b> | <b><i>Location</i></b> | <b><i>Faculty<br/>Member</i></b> | <b><i>Course Title/Activity</i></b>             | <b><i>Speaker</i></b> | <b><i>Topic</i></b>      |
|--|------------------------|----------------------------------|---|-----------------------|--------------------------|
| 3/26/19<br>9:30am                        | BSTIC 120              | John Russo                       | MGT 1<br>Intro to Business                      | Gregg Yacavone        | Marketing                |
| 3/28/19<br>2:00pm                        | LA 102                 | Jodi Titus                       | GEOG 10H<br>Introduction to Weather and Climate | Todd Hall             | National Weather Service |

| <b><i>Presentation<br/>Date/Time</i></b> | <b><i>Location</i></b>  | <b><i>Faculty<br/>Member</i></b> | <b><i>Course Title/Activity</i></b> | <b><i>Speaker</i></b>                      | <b><i>Topic</i></b>  |
|--|-------------------------|----------------------------------|-------------------------------------|--|--|
| 4/1/19<br>12:30pm                        | Tustin Senior<br>Center | Louise Jacobs                    | Emeritus<br>For the Love of Music   | Pat Quilter                                | History of the Steel Guitar<br>with Lecture and<br>Performance |
| 4/16/19<br>4:00pm                        | BSTIC 101               | John Russo                       | Business Leader Society<br>Club     | Kirk Ouimet                                | Entrepreneurship/Technology                                    |
| 4/22/19<br>11:15am                       | BSTIC 119               | Yelena Raysky                    | COUN 1<br>Academic Planning         | Dawn Foor                                  | Sexual Assault Prevention                                      |
| 4/23/19<br>9:45am                        | A 307A                  | Kari Tucker                      | PSYC 1H<br>Intro to Psychology      | Dave Klug                                  | Situational Awareness  |
| 4/23/19<br>9:45am                        | A 307A                  | Kari Tucker                      | PSYC 1H<br>Intro to Psychology      | Officer Valentine                          | Situational Awareness  |
| 4/23/19<br>9:30am                        | A 212                   | Bethlehem<br>Yimenu              | PSYC 1<br>Intro to Psychology       | Michelle Heater                            | Human Trafficking in Orange<br>County                          |
| 4/23/19<br>7:00pm                        | BSTIC 101               | Michael<br>Salviani              | CIM 284<br>Connecting Networks      | Johnny Tsao                                | IT Careers / Cisco   |
| 4/23/19<br>7:00pm                        | BSIC 101                | Michael<br>Salviani              | CIM 284<br>Connecting Networks      | Ana Downey                                 | Cisco Engineer   |
| 4/24/19<br>2:00pm                        | BSTIC 116               | Vanessa<br>Ortega                | COUN 4<br>Stress Management         | Taylor Dang                                | Title IX Training  |
| 4/25/19<br>12:45pm                       | BSTIC 119               | Ken Rogers                       | COUN 1<br>Academic Planning         | Carolyn Inmon                              | Seven Characters of Abuse                                      |
| 4/30/19<br>4:00pm                        | BSTIC 101               | John Russo                       | Business Leader Society<br>Club     | Dave Meltzer and<br>Maryam Edah-<br>Talley | Entrepreneurship   |

**TO:** Board of Trustees

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

**RE:** SOCCCD: Staff May Respond to Public Comments from the Previous Board Meeting

**ACTION:** None

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**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.

**STATUS**

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.

### **STATUS**

EXHIBIT A provides an up-to-date report on the status of major capital projects.

## FACILITIES PLAN STATUS REPORT April 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: [http://www.socccd.edu/about/about\\_planning.html](http://www.socccd.edu/about/about_planning.html). The EFMP process is underway with the development of the Education Master and Strategic Plan. 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

**Project Description:** The existing stadium will be replaced with a new 8,000 seat multi-sport 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 | Mar 2020* |
| Complete Working Drawings | Nov 2017 | Advertise for FF&E    | Pending   |
| DSA Final Approval        | Nov 2018 | DSA Close Out         | Pending   |



\* District's estimate; contractor's schedule outstanding.



Budget Narrative: 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.

|                             | <u>Original</u> | <u>Revision</u> | <u>Total</u> |
|-----------------------------|-----------------|-----------------|--------------|
| 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 |

Status: Construction Phase: Stadium utilities and building foundations. Revised substantial completion date set for the end of March 2020, pending contractor's schedule update submittal. Rain has slowed construction progress.

In Progress: Site utilities installation and building footings excavation continues, re-work at base of retaining wall due to rain damage, *visitor-side concrete masonry units (cmu)*, *installation of perimeter fencing at practice fields*, *installation of support poles for netting*, off-site elevator and stadium bleachers fabrication.

Recently Completed: Sports light poles and lighting assemblies were *erected*.

Focus: *Resolve steel tariffs impact. Present storm-drain outfall design to County of Orange. Finalize change order for college requests and for unknown site conditions encountered. Support contractor in their development of a realistic schedule. Review contractor change order request related to DSA impacts.*

## 2. ATAS BUILDING PROJECT

Project Description: 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 (*including two striped for pickle ball*) 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. *The project will include a partial loop road and installation of additional parking stalls between the baseball field and the new tennis courts.*

|                           |          |                       |          |
|---------------------------|----------|-----------------------|----------|
| 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  |



**Budget Narrative:** 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.

|                              | <u>Original</u> | <u>Revision</u> | <u>Total</u> |
|------------------------------|-----------------|-----------------|--------------|
| 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:** 100% Design Development for the ATAS Building & 50% Construction Documents (CD) for the new Tennis Courts Center.

**In Progress:** ATAS Building & *Tennis Courts Center* one-on-one user group meetings with Saddleback Facilities Maintenance & Operations department (FMO), Information Technology (IT) and Campus Police, and weekly design coordination meetings with Design-build Entity.

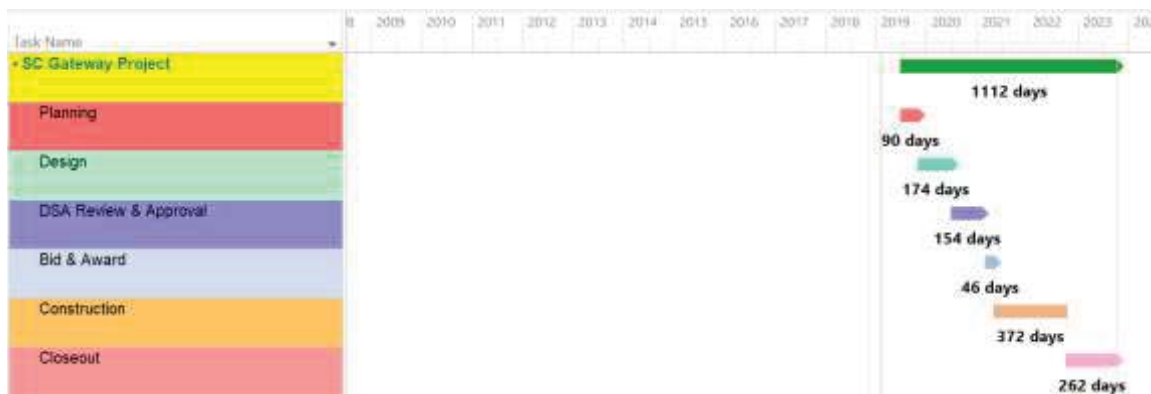
**Recently Completed:** *Saddleback College Executive Cabinet, ATAS Division faculty & staff, FMO, College IT, and Campus Police signed off the ATAS Building for 100% design development, including the building material & finishes board.* Staff submitted ATAS Building soils report to California Geological Survey. The Orange County Fire Authority (OCFA) approved the ATAS Building layout.

Focus Issue: Continue design for the new Tennis Courts Center and the new ATAS Building. Schedule final design review meeting for *the 50% CD Tennis Courts Center* and obtain stakeholders' sign-off.

### 3. GATEWAY PROJECT

Project Description: 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 |



Budget Narrative: 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 \$6,599,180 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.

|                                    | <u>Original</u> | <u>Revision</u> | <u>Total</u> |
|------------------------------------|-----------------|-----------------|--------------|
| Project Budget:                    | \$42,867,000    | \$ 9,471,000    | \$52,338,000 |
| District Funding Commitment:       | \$12,814,000    | \$13,444,000    | \$26,258,000 |
| Anticipated State Match:           | \$30,053,000    | \$(3,973,000)   | \$26,080,000 |
| Basic Aid Allocation:              | \$ 1,545,115    | \$18,113,705    | \$19,658,820 |
| Unallocated District Contribution: |                 |                 | \$ 6,599,180 |

Status: Pursuing state funding match. The Saddleback College Gateway project is included in the Governor's January 10, 2019 budget.

In Progress: State budget hearings are underway.

Recently Completed: 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 Department of Finance included the Gateway Building in the Capital Outlay recommendation.

Focus: Staff continues to follow Sacramento activities to ensure maximum funding potential. Staff is monitoring the budget hearings and state budget development. Staff has submitted correspondence to the state legislature representatives regarding the importance of funding capital improvement projects.

#### 4. ACCESS CONTROL PROJECT

Project Description: 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 | May 2019 | FF&E                  | N/A      |
| DSA Final Approval        | May 2019 | DSA Closeout          | Pending  |



Budget Narrative: 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 the District-wide ADA Transition Plan. Saddleback College assigned \$1,600,000 from its 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.

|   | <u>Original</u> | <u>Revision</u> | <u>Total</u> |
|---|-----------------|-----------------|--------------|
| 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 |

Status: Increment 1 construction is underway. DSA approved Increment 2. *DSA back check comments received on Increment 3.*

In Progress: *Increment 1 construction on going. Increment 3 DSA comment review underway. New access system cards ordered with new artwork underway.*

Recently Completed: *Submitted DSA Increment 4. New printers for access control system cards delivered.*

Focus: Complete survey and construction document development for increments 5 through 6. Bidding for Increment 2 subcontractors.

## IRVINE VALLEY COLLEGE

### 1. FINE ARTS PROJECT

Project Description: 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 |



Budget Narrative: 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 \$7,172,680 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.

|                                    | <u>Original</u> | <u>Revision</u> | <u>Total</u> |
|------------------------------------|-----------------|-----------------|--------------|
| Project Budget:                    | \$35,703,000    | \$10,059,000    | \$45,762,000 |
| District Funding Commitment:       | \$10,562,000    | \$11,998,000    | \$22,560,000 |
| Anticipated State Match:           | \$25,141,000    | \$(1,939,000 )  | \$23,202,000 |
| Basic Aid Allocation:              | \$ 795,000      | \$14,592,320    | \$15,387,320 |
| Unallocated District Contribution: |                 |                 | \$ 7,172,680 |

Status: Pursuing state funding match. The Irvine Valley Fine Arts project was not included in the Governor's January 10, 2019 budget. If state funding does not happen for the 2019-2020 budget, IVC will move forward with this project as a locally funded project and pull the project from state funding consideration.

In Progress: State budget hearings are underway.

Recently Completed: 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 buildings housing curriculum that will transfer to the Fine Arts Building. The Department of Finance did not include the Fine Arts Building in the Capital Outlay recommendation.

Focus: Staff continues to follow Sacramento activities to ensure maximum funding potential. Staff is monitoring the budget hearings and state budget development. Staff will develop correspondence to state legislature regarding the importance of funding all capital



improvement projects from the State Chancellor's office recommendation including the Fine Arts project.

## 2. PARKING LOT PHASE 1 & 2 AND SOLAR SHADE PROJECT

**Project Description:** 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       | May 2019  |
| Complete Working Drawings | Mar 2018 | Advertise for FF&E          | Oct 2018  |
| DSA Final Approval        | Jun 2018 | DSA Close Out               | July 2019 |



**Budget Narrative:** 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.

|                              | <u>Original</u> | <u>Revision</u> | <u>Total</u> |
|------------------------------|-----------------|-----------------|--------------|
| 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  |

**Status:** Construction Phase for Parking Lot project. *Asphalt placement and sidewalks complete. Staff will revise the project schedule for the July report to reflect the second phase Solar Project.*

In Progress: Final landscaping underway. Battery Energy Storage construction continues.

Recently Completed: Asphalt pavement, sidewalks and site lighting are complete.

Focus: Parking lot striping, installation of emergency phones and opening of parking lot to traffic. Battery Energy Storage System start-up and commissioning. Dates for milestones will revert to the Solar

### 3. HEALTH CENTER/CONCESSION PROJECT

Project Description: 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  |



Budget Narrative: 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.

|                              | <u>Original</u> | <u>Revision</u> | <u>Total</u> |
|------------------------------|-----------------|-----------------|--------------|
| 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: *Roofing and interior framing is underway.*

Recently Completed: *Roof framing and Mechanical/Electrical/Plumbing rough in complete.*

Focus: *Complete roofing and begin exterior finishes.*

## ATEP

### 1. ATEP - IVC FIRST BUILDING

Project Description: 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 |



Budget Narrative: 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.

|                              | <u>Original</u> | <u>Revision</u> | <u>Total</u> |
|------------------------------|-----------------|-----------------|--------------|
| 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.

In Progress: Coordinate with contractor and SCE for battery storage Permission to Operate (PTO). Coordinate warranty related items with contractor.

Recently Completed: Staff met with end users to identify first year discovery items.

Focus: Obtain photovoltaic interconnect agreement with utility agency allowing system to “go live”. Working on getting battery storage system connected to the photovoltaic system. *Setup meeting/walk with contractor to address end users’ first year discovery items.*

## 2. ATEP – UTILITIES AND INFRASTRUCTURE (Fencing)

Project Description: 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       | May 2019 |
| Complete Working Drawings | Sep 2018 | Advertise for FF&E          | N/A      |
| DSA Final Approval        | N/A      | DSA Close Out               | N/A      |



Budget Narrative: 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.

|                              | <u>Original</u> | <u>Revision</u> | <u>Total</u> |
|------------------------------|-----------------|-----------------|--------------|
| 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.

In Progress: Finalize fence installation north of Victory Road. *Install sliding gate south of Hope Drive.*

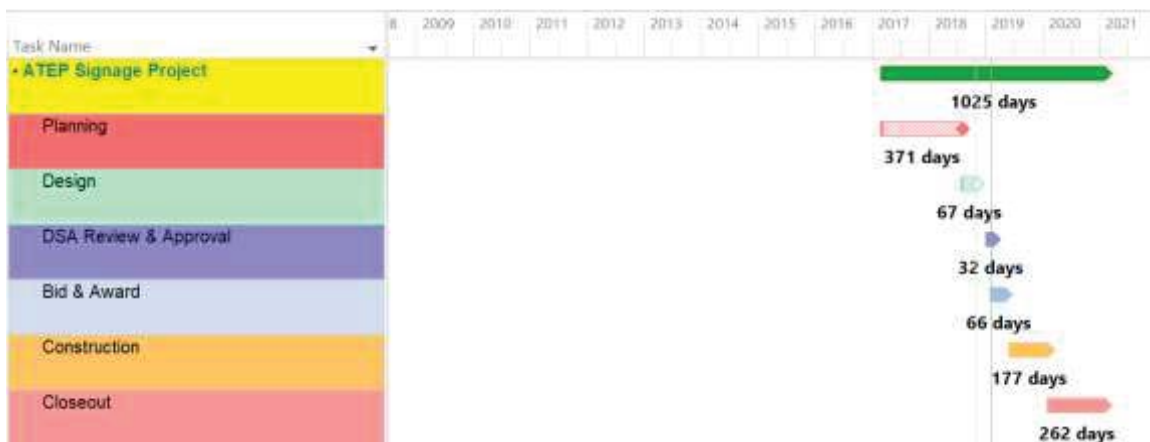
Recently Completed: *Fencing east of ATEP Circle installed. South boundary survey complete. Two parking lot gates installed.*

Focus: *Begin phased fence installation south of Victory Road.*

### 3. ATEP – SIGNAGE PROJECT

Project Description: 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   | <b>Mar 2017</b> | Award Construction Contract | Aug 2019 |
| Start Working Drawings    | <b>Aug 2018</b> | Complete Construction       | Feb 2020 |
| Complete Working Drawings | Apr 2019        | Advertise for FF&E          | N/A      |
| DSA Final Approval        | May 2019        | DSA Close Out               | Apr 2020 |



Budget Narrative: Budget reflects Board action on 5/21/2018. On May 21, 2018, the Board approved \$500,000.

|                              | <u>Original</u> | <u>Revision</u> | <u>Total</u> |
|------------------------------|-----------------|-----------------|--------------|
| 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 with District comments and *minor* corrections. *Finalize plans for DSA submittal.*

Recently Completed: Staff participated in preliminary meeting with DSA.

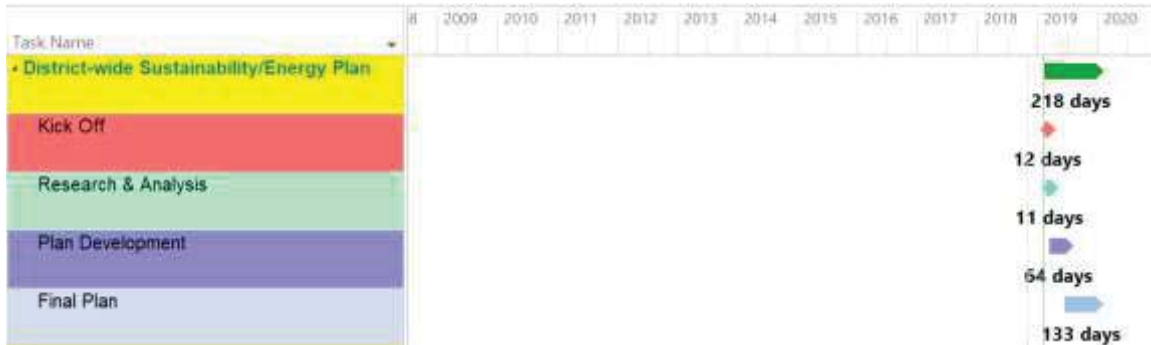
Focus: Submit plans to DSA and concurrently obtain approval from the City of Tustin/Navy.

## DISTRICT WIDE

### 1. SUSTAINABILITY/ ENERGY PLAN

Project Description: 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         | Mar 2019 | Start Plan Development | Jul 2019 |
| Start Research/Analysis    | Mar 2019 | Complete Plan          | Oct 2019 |
| Complete Research/Analysis | Jul 2019 | Final Plan, Phase II   | Dec 2019 |



**Budget Narrative:** 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.

|                              | <u>Original</u> | <u>Revision</u> | <u>Total</u> |
|------------------------------|-----------------|-----------------|--------------|
| 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:** *Research and Analysis is underway.*

**In Progress:** *Kick-off meetings with college committees underway. Consultant is analyzing initial utility data. Building surveys between consultant and college facility departments scheduled.*

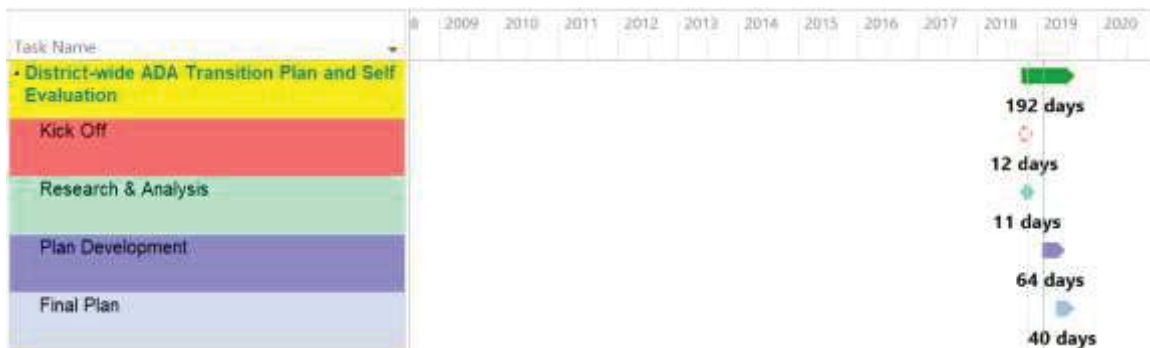
**Recently Completed:** *Utility usage data authorization and Prop 39 reports given to consultant. Project kick-off meeting held.*

**Focus:** *Hold collaborative meetings between consultant and college committees. Data collection and analysis of interval utility usage by consultant.*

## 2. ADA TRANSITION PLAN AND SELF EVALUATION

**Project Description:** 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          | May 2019 |
| Complete Research/Analysis | Jan 2019 | Final Plan             | May 2019 |



Budget Narrative: 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.

|                              | <u>Original</u> | <u>Revision</u> | <u>Total</u> |
|------------------------------|-----------------|-----------------|--------------|
| Project Budget:              | \$400,000       | \$840,000       | \$1,240,000  |
| District Funding Commitment: | \$400,000       | \$840,000       | \$1,240,000  |
| Anticipated State Match:     | \$N/A           | \$N/A           | \$N/A        |
| Basic Aid Allocation:        | \$400,000       | \$840,000       | \$1,240,000  |

Status: *Phase III Plan Development underway.*

In Progress: *Staff is preparing draft report and recommendations.*

Recently Completed: *Held Community Forums and conducted final staff interviews.*

Focus: *Prepare draft report for district-wide review.*

### 3. MAPPING AND CONDITION ASSESSMENT

Project Description: 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 |



**Budget Narrative:** 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.

|                              | <u>Original</u> | <u>Revision</u> | <u>Total</u> |
|------------------------------|-----------------|-----------------|--------------|
| 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  |

**Status:** Phase *Two* (Underground Utility *Potholing*) at Irvine Valley College. Phase *Four* (Draft Deliverables Review) at Saddleback College.

**In Progress:** Continue *locating underground utilities alignment and data collection of utility elevations* throughout IVC. Hold weekly coordination meetings with IVC's Facilities Maintenance & Operations (FMO), Information Technology (IT) and Campus Police. Review Saddleback College draft deliverables, review process with Facilities FMO, IT and Campus Police.

**Recently Completed:** *Staff facilitated report review session with Saddleback College stakeholders. Performed storm drain and sanitary sewer pipeline maintenance at Saddleback College.*

**Focus:** *Quality Control verification of underground utilities locations and data collection throughout IVC. Continue Saddleback College stakeholders' review process including underground utility condition assessment report.*

#### 4. SC SCIENCE & MATHEMATICS (SM) BUILDING ASSESSMENT & IVC STRUCTURAL ANALYSIS

**Project Description:** 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             | June 2019 |



Budget Narrative: 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.

|                              | <u>Original</u> | <u>Revision</u> | <u>Total</u> |
|------------------------------|-----------------|-----------------|--------------|
| Project Budget:              | \$750,000       | \$200,000       | \$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: Closeout phase at Saddleback College & stakeholders' review at IVC.

In Progress: Stakeholders' review process is underway at IVC.

Recently Completed: Staff *provided the SM Building final report to Saddleback College stakeholders. This portion of the project is complete & closed.*

Focus: *Staff facilitated IVC report review process with stakeholders.*

## 5. SC TECHNOLOGY AND APPLIED SCIENCES (TAS) BUILDING ASSESSMENT

Project Description: 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             | Mar 2019 |



Budget Narrative: Budget reflects Board action on 5/21/2018. On May 21, 2018, the Board approved \$175,000.

|                              | <u>Original</u> | <u>Revision</u> | <u>Total</u> |
|------------------------------|-----------------|-----------------|--------------|
| 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: *This project is complete and closed and will be removed from future reports.*

In Progress: *Complete*

Recently Completed: *Complete*

Focus: *Complete*

## 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

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**BACKGROUND**

Monthly General Fund financial reports (EXHIBIT A) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

**STATUS**

The reports display the adopted budget, revised budget and transactions through March 31, 2019 (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 March 31, 2019

| REVENUES, EXPENDITURES<br>AND CHANGE IN FUND BALANCE |           | Adopted<br>Budget     | Revised<br>Budget  | Actual Beg Bal<br>& Receipts/<br>Expenditures | % Actual<br>to Revised |
|--|-----------|-----------------------|--------------------|---|------------------------|
| <b>SOURCES OF FUNDS</b>                              |           |                       |                    |   |                        |
| BEGINNING FUND BALANCE:                              |           | \$ 70,700,080         | 70,700,080         | 70,700,080                                    | 100.00%                |
| REVENUES:  |           |                       |                    |   |                        |
| Federal Sources                                      | 8100-8199 | \$ 2,632,479          | 6,460,857          | 1,186,465                                     | 18.36%                 |
| State Sources  | 8600-8699 | 70,069,588            | 71,189,971         | 48,375,490                                    | 67.95%                 |
| Local Sources  | 8800-8899 | 255,319,299           | 256,896,305        | 181,063,993                                   | 70.48%                 |
| Other Financing Sources                              | 8900-8912 | -                     | -                  | -   |                        |
| Total Revenue  |           | 328,021,366           | 334,547,133        | 230,625,948                                   | 68.94%                 |
| FISCAL AGENT PASS THROUGH                            | 8970-8979 | 4,528,571             | 4,528,571          | 3,448,734                                     | 76.16%                 |
| INCOMING TRANSFERS                                   | 8980-8989 | 6,446,040             | 6,526,040          | 3,188,884                                     | 48.86%                 |
| <b>TOTAL SOURCES OF FUNDS</b>                        |           | <b>\$ 409,696,057</b> | <b>416,301,824</b> | <b>307,963,646</b>                            | <b>73.98%</b>          |
| <b>USES OF FUNDS</b>                                 |           |                       |                    |   |                        |
| EXPENDITURES:  |           |                       |                    |   |                        |
| Academic Salaries                                    | 1000-1999 | \$ 95,430,837         | 96,949,368         | 65,684,151                                    | 67.75%                 |
| Classified Salaries                                  | 2000-2999 | 59,257,036            | 60,695,383         | 35,688,420                                    | 58.80%                 |
| Employee Benefits                                    | 3000-3999 | 61,420,772            | 62,875,517         | 39,696,902                                    | 63.14%                 |
| Supplies & Materials                                 | 4000-4999 | 9,360,109             | 9,916,698          | 2,248,080                                     | 22.67%                 |
| Services & Other Operating                           | 5000-5999 | 43,630,360            | 41,782,942         | 15,670,322                                    | 37.50%                 |
| Capital Outlay                                       | 6000-6999 | 15,603,835            | 17,006,030         | 3,937,911                                     | 23.16%                 |
| Payments to Students                                 | 7500-7699 | 3,467,749             | 5,491,610          | 3,075,048                                     | 56.00%                 |
| Total Expenditures                                   |           | \$ 288,170,698        | 294,717,548        | 166,000,834                                   | 56.33%                 |
| OTHER FINANCING USES:                                |           |                       |                    |   |                        |
| Inter Fund Transfers Out                             | 7300-7399 | \$ 1,235,000          | 1,293,917          | 1,290,486                                     | 99.73%                 |
| Basic Aid Transfers Out                              | 7300-7399 | 74,755,841            | 74,755,841         | 5,394,000                                     | 7.22%                  |
| Intra Fund Transfers Out                             | 7400-7499 | 4,528,571             | 4,528,571          | 3,025,201                                     | 66.80%                 |
| Total Other Uses                                     |           | 80,519,412            | 80,578,329         | 9,709,687                                     | 12.05%                 |
| <b>TOTAL USES OF FUNDS</b>                           |           | <b>368,690,110</b>    | <b>375,295,877</b> | <b>175,710,521</b>                            | <b>46.82%</b>          |
| <b>ENDING FUND BALANCE</b>                           |           | <b>\$ 41,005,947</b>  | <b>41,005,947</b>  | <b>132,253,125</b>                            |                        |
| <b>RESERVES</b>                                      |           |                       |                    |   |                        |
| Reserve for Unrealized Tax Collections (Basic Aid)   |           | \$ 23,847,231         | 23,847,231         |   |                        |
| Reserve for Economic Uncertainties                   |           | 13,858,716            | 13,858,716         |   |                        |
| College Reserves for Economic Uncertainties          |           | 3,300,000             | 3,300,000          |   |                        |
| <b>TOTAL RESERVES</b>                                |           | <b>\$ 41,005,947</b>  | <b>41,005,947</b>  |   |                        |

NOTE: As of March 31, 2018 actual revenues to date were **78.70%** and actual expenditures to date were **51.85%** of the revised budget to date.

**SADDLEBACK COLLEGE**General Fund Income and Expenditure Summary  
As of March 31, 2019

| REVENUES, EXPENDITURES<br>AND CHANGE IN FUND BALANCE |           | Adopted<br>Budget     | Revised<br>Budget  | Beg Bal &<br>Receipts/<br>Expenditures | % Actual<br>to Revised |
|--|-----------|-----------------------|--------------------|--|------------------------|
| <b>SOURCES OF FUNDS</b>                              |           |                       |                    |  |                        |
| LOCATION BEGINNING BALANCE                           |           | \$ 16,885,602         | 16,885,602         | 16,885,602                             | 100.00%                |
| REVENUES:  |           |                       |                    |  |                        |
| Unrestricted Budget Allocation                       |           | \$ 101,307,382        | 101,307,382        | 72,936,710                             | 72.00%                 |
| Restricted Budget Allocation                         |           | 45,338,840            | 48,255,715         | 34,241,989                             | 70.96%                 |
| Total Revenue  |           | 146,646,222           | 149,563,097        | 107,178,699                            | 71.66%                 |
| INCOMING TRANSFERS                                   | 8980-8989 | 3,796,040             | 3,796,040          | 1,849,277                              | 48.72%                 |
| <b>TOTAL SOURCES OF FUNDS</b>                        |           | <u>\$ 167,327,864</u> | <u>170,244,739</u> | <u>125,913,578</u>                     | 73.96%                 |
| <b>USES OF FUNDS</b>                                 |           |                       |                    |  |                        |
| EXPENDITURES:  |           |                       |                    |  |                        |
| Academic Salaries                                    | 1000-1999 | \$ 58,033,926         | 58,258,145         | 39,321,834                             | 67.50%                 |
| Classified Salaries                                  | 2000-2999 | 30,774,599            | 31,826,647         | 17,774,678                             | 55.85%                 |
| Employee Benefits                                    | 3000-3999 | 33,816,018            | 34,667,279         | 22,295,125                             | 64.31%                 |
| Supplies & Materials                                 | 4000-4999 | 7,377,701             | 7,747,943          | 1,384,899                              | 17.87%                 |
| Services & Other Operating                           | 5000-5999 | 21,729,991            | 21,066,829         | 7,082,558                              | 33.62%                 |
| Capital Outlay                                       | 6000-6999 | 9,822,234             | 11,022,226         | 2,839,477                              | 25.76%                 |
| Payments to Students                                 | 7500-7699 | 2,588,395             | 2,411,753          | 1,458,005                              | 60.45%                 |
| Total Expenditures                                   |           | \$ 164,142,864        | 167,000,822        | 92,156,576                             | 55.18%                 |
| OTHER FINANCING SOURCES/(USES):                      |           |                       |                    |  |                        |
| Transfers Out  | 7300-7399 | \$ 885,000            | 943,917            | 940,486                                | 99.64%                 |
| Other Transfers                                      | 7400-7499 | -                     | -                  | -                                      |                        |
| Total Other Uses                                     |           | 885,000               | 943,917            | 940,486                                | 99.64%                 |
| <b>TOTAL USES OF FUNDS</b>                           |           | <u>165,027,864</u>    | <u>167,944,739</u> | <u>93,097,062</u>                      | 55.43%                 |
| <b>LOCATION OPERATING BALANCE</b>                    |           | <u>\$ 2,300,000</u>   | <u>2,300,000</u>   | <u>32,816,516</u>                      |                        |
| <b>RESERVES</b>                                      |           |                       |                    |  |                        |
| Reserve for Economic Uncertainties                   |           | <u>\$ 2,300,000</u>   | <u>2,300,000</u>   |  |                        |

NOTE: As of March 31, 2018 actual revenues to date were **76.67%** and actual expenditures to date were **57.28%** of the revised budget to date.

**IRVINE VALLEY COLLEGE**General Fund Income and Expenditure Summary  
As of March 31, 2019

| REVENUES, EXPENDITURES<br>AND CHANGE IN FUND BALANCE |           | Adopted<br>Budget    | Revised<br>Budget | Beg Bal &<br>Receipts/<br>Expenditures | % Actual<br>to Revised |
|--|-----------|----------------------|-------------------|--|------------------------|
| <b>SOURCES OF FUNDS</b>                              |           |                      |                   |  |                        |
| LOCATION BEGINNING BALANCE                           |           | \$ 5,257,350         | 5,257,350         | 5,257,350                              | 100.00%                |
| REVENUES:  |           |                      |                   |  |                        |
| Unrestricted Budget Allocation                       |           | \$ 65,828,516        | 65,828,516        | 49,374,231                             | 75.00%                 |
| Restricted Budget Allocation                         |           | 21,595,323           | 25,091,359        | 13,573,701                             | 54.10%                 |
| Total Revenue  |           | 87,423,839           | 90,919,875        | 62,947,932                             | 69.23%                 |
| INCOMING TRANSFERS                                   | 8980-8989 | 2,100,000            | 2,100,000         | 1,009,593                              | 48.08%                 |
| <b>TOTAL SOURCES OF FUNDS</b>                        |           | <u>\$ 94,781,189</u> | <u>98,277,225</u> | <u>69,214,875</u>                      | 70.43%                 |
| <b>USES OF FUNDS</b>                                 |           |                      |                   |  |                        |
| EXPENDITURES:  |           |                      |                   |  |                        |
| Academic Salaries                                    | 1000-1999 | \$ 33,258,855        | 34,538,707        | 24,541,788                             | 71.06%                 |
| Classified Salaries                                  | 2000-2999 | 18,807,573           | 19,070,066        | 11,571,063                             | 60.68%                 |
| Employee Benefits                                    | 3000-3999 | 21,234,208           | 21,779,712        | 14,192,731                             | 65.16%                 |
| Supplies & Materials                                 | 4000-4999 | 1,875,908            | 2,054,155         | 817,327                                | 39.79%                 |
| Services & Other Operating                           | 5000-5999 | 12,055,190           | 10,891,724        | 3,650,580                              | 33.52%                 |
| Capital Outlay                                       | 6000-6999 | 5,670,101            | 5,863,004         | 1,027,458                              | 17.52%                 |
| Payments to Students                                 | 7500-7699 | 879,354              | 3,079,857         | 1,617,043                              | 52.50%                 |
| Total Expenditures                                   |           | \$ 93,781,189        | 97,277,225        | 57,417,990                             | 59.03%                 |
| OTHER FINANCING SOURCES/(USES):                      |           |                      |                   |  |                        |
| Transfers Out  | 7300-7399 | \$ -                 | -                 | -                                      |                        |
| Other Transfers                                      | 7400-7499 | -                    | -                 | -                                      |                        |
| Total Other Uses                                     |           | -                    | -                 | -                                      |                        |
| <b>TOTAL USES OF FUNDS</b>                           |           | <u>93,781,189</u>    | <u>97,277,225</u> | <u>57,417,990</u>                      | 59.03%                 |
| <b>LOCATION OPERATING BALANCE</b>                    |           | <u>\$ 1,000,000</u>  | <u>1,000,000</u>  | <u>11,796,885</u>                      |                        |
| <b>RESERVES</b>                                      |           |                      |                   |  |                        |
| Reserve for Economic Uncertainties                   |           | <u>\$ 1,000,000</u>  | <u>1,000,000</u>  |  |                        |

NOTE: As of March 31, 2018 actual revenues to date were **75.33%** and actual expenditures to date were **64.05%** of the revised budget to date.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Retiree (OPEB) Trust Fund

**ACTION:** Information

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### **BACKGROUND**

In April 2008, the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

### **STATUS**

This report is for the period ending February 28, 2019 (EXHIBIT A).

For February, the portfolio was composed of 49.0% common stocks (domestic and international) and 51.0% fixed funds (bonds). The portfolio's performance increased 1.17%, ending with a fair market value of \$118,015,218 and an annualized return of 5.40% since inception.

March 14, 2019

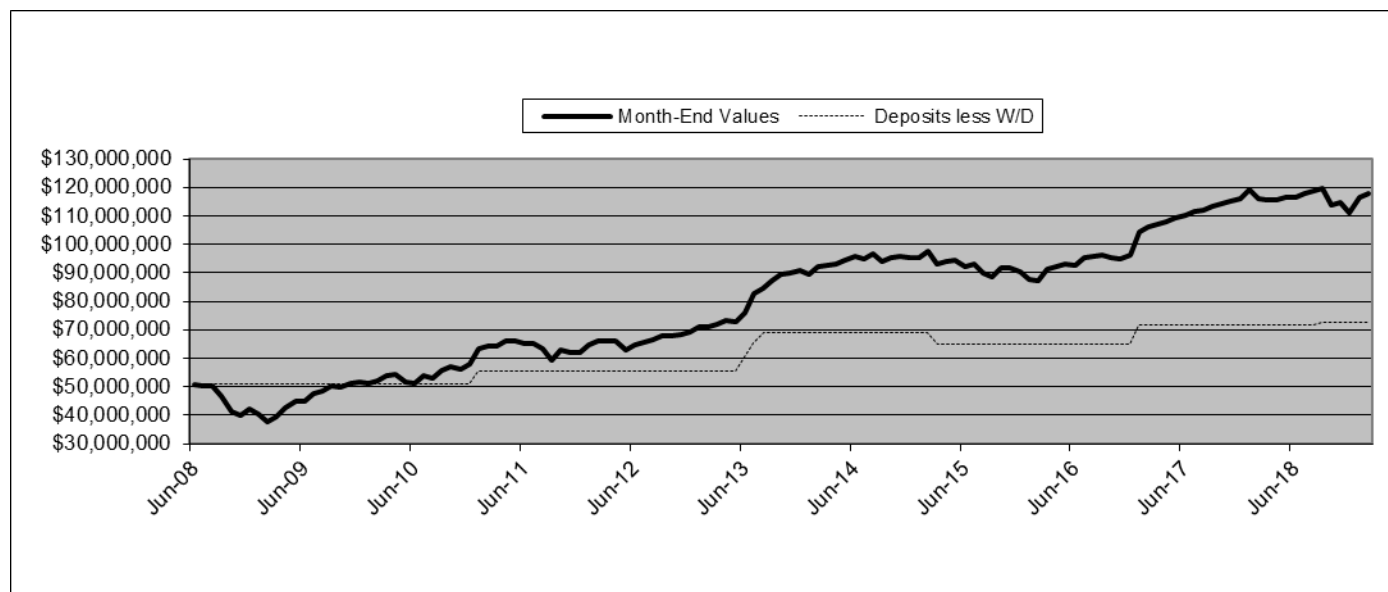
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on February 28th of \$118,015,218.22 your portfolio's performance was up 1.17% for the month and up 5.40% 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 (49.0%) and fixed income funds (51.0%). 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> | <u>February 2019</u> | <u>Year-To-Date</u> | <u>Annualized Since Inception</u> |
|--------------------|----------------------|---------------------|-----------------------------------|
| South Orange CCCD  | 1.17%                | 6.27%               | 5.40% annualized return           |
| S&P 500            | 3.21%                | 11.48%              | 9.90% (Domestic Stocks)           |
| MSCI EAFE          | 2.55%                | 9.29%               | 2.36% (International stocks)      |
| Barclays Aggregate | -0.06%               | 1.00%               | 3.75% (Domestic Bonds)            |
| Barclays Global    | -0.58%               | 0.93%               | 2.52% (Global Bonds)              |



Very truly yours,

Scott W. Rankin  
Senior Vice President



Benefit Trust - Retiree (OPEB) Trust

| Month - Year | Contributions        | Contribution Balance | Month-End Investment 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              |
| December-18  | \$ -                 | \$ 72,729,695        | \$ 110,932,006              |
| January-19   | \$ -                 | \$ 72,729,695        | \$ 116,522,929              |
| February-19  | \$ -                 | \$ 72,729,695        | \$ 118,015,218              |
|              | <b>\$ 72,729,695</b> |                      |                             |

**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.

**STATUS**

As of March 31, 2019, total estimated Basic Aid receipts are \$840.5M and total approved projects are \$815.1M as shown in EXHIBIT A. The balance of \$25.4M is the reserve for unrealized tax collections, property taxes received in excess of the amount budgeted, 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.

Changes from the January 2019 report include a decrease in commitments of \$1.5M due to the return of remaining balances of closed projects. The year-to-date actual amounts have been updated as of March 31, 2019 and the current obligations have been added to correctly display the uncommitted remaining balance.

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
April 22, 2019**

| <b>Project Description</b>                                     | <b>Approved Amount</b> | <b>1999/2016 Actual</b> | <b>2016/17 Actual</b> | <b>2017/18 Actual</b> | <b>2018/19 YTD Actual</b> | <b>2018/19 YTD Obligations</b> | <b>Balance Remaining for 2018/2019</b> |
|--|------------------------|-------------------------|-----------------------|-----------------------|---------------------------|--------------------------------|--|
| <b>CLOSED PROJECTS</b>   |                        |                         |                       |                       |                           |                                |  |
| Campus Desktop Refresh (2013)                                  | 4,249,334              | 3,712,058               | 531,912               | 5,364                 |                           | -                              | -                                      |
| IVC Life Sciences Project (2004)                               | 2,309,657              | 2,156,862               | 44,513                | 105,987               | 2,295                     | -                              | -                                      |
| IVC Sports Facilities (2012)                                   | 341,430                | 104,067                 | 164,094               | 73,269                |                           | -                              | -                                      |
| SC Building Repairs ATAS Swing Space Renov (2013)              | 9,781,717              | 9,611,808               | 92,372                | 77,537                |                           | -                              | -                                      |
| SC Building Repairs LRC Comm Arts Renovation (2013)            | 3,839,073              | 1,831,989               | 1,173,322             | 202,311               | 631,452                   | -                              | -                                      |
| SC LRC Defects (2015)  | 750,000                | 8,272                   | 48,892                | 692,836               |                           | -                              | -                                      |
| SC Network Access Control (2018)                               | 160,000                |                         |                       |                       | 160,000                   | -                              | -                                      |
| SC PE Complex (2013)   | 650,000                |                         |                       | 646,500               | 3,500                     | -                              | -                                      |
| SC PE 200 Bleacher Repairs (2014)                              | 575,000                | 90,940                  | 117,185               | 366,875               |                           | -                              | -                                      |
| SOCCCD Blackboard Plug-ins (2013)                              | 69,830                 | 48,350                  | 5,205                 | 16,275                |                           | -                              | -                                      |
| SOCCCD Dist Union Offices (2014)                               | 34,903                 | 32,857                  | 2,046                 |                       |                           | -                              | -                                      |
| SOCCCD District IT Back Office Automation (2016)               | 210,000                | 69,488                  |                       | 140,512               |                           | -                              | -                                      |
| SOCCCD District-wide Network Security Firewall Refresh (2016)  | 820,000                |                         | 711,769               | 108,231               |                           | -                              | -                                      |
| SOCCCD DSA Project Close Out (2013)                            | 204,255                | 47,457                  | 155,958               | 840                   |                           | -                              | -                                      |
| SOCCCD Enterprise Content Mgmt Expansion (2013)                | 143,736                | 38,886                  | 12,500                | 85,150                | 7,200                     | -                              | -                                      |
| SOCCCD Faculty and Staff Email Infrastructure Refresh (2016)   | 355,052                |                         | 314,033               | 41,019                |                           | -                              | -                                      |
| SOCCCD Intl and Student Scholar Mgmt (2014)                    | 54,050                 |                         | 27,600                | 26,450                |                           | -                              | -                                      |
| SOCCCD IT Basic Aid Projects (2013) Unified Communications Sys | 50,000                 | 14,400                  | 12,460                |                       | 23,140                    | -                              | -                                      |
| SOCCCD Master Calendar Integration (2014)                      | 300,000                | 59,177                  |                       | 240,823               |                           | -                              | -                                      |
| SOCCCD MySite Security (2014)                                  | 302,000                | 279,674                 | (18,061)              | 40,387                |                           | -                              | -                                      |
| SOCCCD Privilege Access Management (PAM) (2018)                | 240,000                |                         |                       |                       | 240,000                   | -                              | -                                      |
| SOCCCD Support Multiple Prerequisites (2015)                   | 302,400                | 163,143                 | 103,527               |                       | 35,730                    | -                              | -                                      |
| <b>CLOSED PROJECTS TOTAL</b>                                   | <b>286,987,471</b>     | <b>270,609,150</b>      | <b>10,994,018</b>     | <b>4,280,986</b>      | <b>1,103,317</b>          | <b>-</b>                       | <b>-</b>                               |
| <b>CAPITAL PROJECTS</b>  |                        |                         |                       |                       |                           |                                |  |
| ATEP Building Demolition (2007)                                | 13,700,000             | 6,912,823               | (1,949)               |                       | -                         | -                              | 6,789,126                              |
| ATEP First Building Phase 3A (2011)                            | 27,400,000             | 2,323,722               | 8,213,622             | 12,783,368            | 288,917                   | 202,969                        | 3,587,402                              |
| ATEP First Building Support (2017)                             | 1,520,325              |                         |                       | 471,425               | 377,840                   | 59,904                         | 611,156                                |
| ATEP Site Development (2013)                                   | 10,625,000             | 3,416,065               | 955,676               | 3,819,736             | 650,984                   | 1,596,876                      | 185,663                                |
| ATEP Utilities/Infrastructure Phase I (2016)                   | 9,475,000              | 547,695                 | 781,024               | 4,758,015             | 620,877                   | 718,132                        | 2,049,257                              |
| ATEP Signage (2018)  | 500,000                |                         |                       |                       | 35,252                    | 47,876                         | 416,872                                |
| IVC A200 Success Center (2014)                                 | 505,005                |                         |                       |                       | -                         | -                              | 505,005                                |
| IVC B200 (2015 & 2018)   | 1,900,000              | 4,257                   | 151,187               | 61,515                | 28,331                    | 37,994                         | 1,616,717                              |
| IVC B400 Labs and Entrance Controls (2015)                     | 296,078                | 5,933                   |                       | 182,903               | 3,998                     | 3,244                          | 100,000                                |
| IVC Defects Performing Arts Center (2014)                      | 1,400,000              | 57,347                  | 51,646                | 41,346                | 715,997                   | 41,266                         | 492,398                                |
| IVC Design and Install Entrance from Barranca (2003)           | 2,282,511              | 463,697                 | 1,710,284             | 70,855                | 9,400                     | 28,275                         | -                                      |
| IVC Fine Arts Building (2008)                                  | 15,448,598             | 61,278                  |                       |                       | -                         | -                              | 15,387,320                             |
| IVC Health Center/Concessions Building (2016 & 2018)           | 7,500,000              | 67,133                  | 123,047               | 363,732               | 1,916,169                 | 3,997,980                      | 1,031,939                              |
| IVC New Parking Lot (2013 & 2018)                              | 8,788,000              | 18,950                  | 105,492               | 289,578               | 1,882,061                 | 1,401,971                      | 5,089,948                              |
| IVC Upgrade Exterior & Entries to B300 (2013)                  | 680,000                |                         | 5,700                 | 64,401                | 528,239                   | 81,660                         | -                                      |
| IVC Access Controls (2018)                                     | 1,718,815              |                         |                       |                       | -                         | 620,099                        | 1,098,716                              |
| SC ATAS Building (2003 & 2018)                                 | 64,100,000             | 1,253,539               | 55,396                | 693,343               | 2,024,588                 | 48,126,586                     | 11,946,548                             |
| SC Data Center Project (2016)                                  | 1,000,000              |                         | 7,472                 | 35,558                | 6,460                     | 26,843                         | 923,667                                |
| SC Fire Alarm System (2015)                                    | 500,000                |                         | 46,259                | 14,416                | -                         | -                              | 439,325                                |
| SC New Gateway Building (2013)                                 | 19,658,820             |                         |                       |                       | -                         | -                              | 19,658,820                             |
| SC Sciences Building (M/S/E annex) (2003)                      | 62,399,870             | 58,604,260              | 3,299,444             | 13,370                | 895                       | -                              | 481,901                                |
| SC SME Building Renovation (2016)                              | 750,000                |                         | 1,499                 | 39,668                | 288,524                   | 41,917                         | 378,392                                |
| SC Stadium and Site Improvements (2008)                        | 39,525,000             | 820,763                 |                       | 371,780               | 3,339,267                 | 34,993,190                     | -                                      |
| 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                | 28,532                  |                       |                       | -                         | -                              | 721,468                                |
| SC Access Controls (2018)                                      | 4,000,000              |                         |                       |                       | 250,335                   | 3,338,860                      | 410,805                                |
| SC TAS Building Renovation (2018)                              | 1,308,935              |                         |                       |                       | -                         | -                              | 1,308,935                              |
| <b>CAPITAL PROJECTS TOTAL</b>                                  | <b>299,531,957</b>     | <b>74,640,346</b>       | <b>15,514,724</b>     | <b>24,222,997</b>     | <b>12,968,134</b>         | <b>95,365,642</b>              | <b>76,820,114</b>                      |

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
April 22, 2019**

| <b>Project Description</b>                                       | <b>Approved Amount</b> | <b>1999/2016 Actual</b> | <b>2016/17 Actual</b> | <b>2017/18 Actual</b> | <b>2018/19 YTD Actual</b> | <b>2018/19 YTD Obligations</b> | <b>Balance Remaining for 2018/2019</b> |
|--|------------------------|-------------------------|-----------------------|-----------------------|---------------------------|--------------------------------|--|
| <b>SCHEDULED MAINTENANCE</b>                                     |                        |                         |                       |                       |                           |                                |  |
| IVC Library Exterior (2013)                                      | 275,000                | 7,119                   | -                     | 65,680                | 154,995                   | 45                             | 47,161                                 |
| IVC Lighting & Walkways (2013)                                   | 795,055                | 509,559                 | 29,348                | 31,500                | 43,117                    | 18,400                         | 163,131                                |
| IVC SM B100 Roof & HVAC (2015)                                   | 493,350                |                         |                       |                       | 701                       | -                              | 492,649                                |
| SC HVAC PE 100 (2014)  | 800,000                |                         |                       |                       | -                         | -                              | 800,000                                |
| <b>SC Walkway Lot 9 to Quad (2017 &amp; 2018)</b>                | <b>550,000</b>         |                         | <b>173,348</b>        | <b>357,273</b>        | <b>1,478</b>              | <b>17,901</b>                  |  |
| IVC SM Electrical (2018)   | 300,000                |                         |                       |                       | -                         | -                              | 300,000                                |
| IVC SM Floors & Finishes (2018)                                  | 185,000                |                         |                       |                       | 59,375                    | 10,125                         | 115,500                                |
| IVC SM Painting (2018)   | 343,162                |                         |                       |                       | -                         | -                              | 343,162                                |
| IVC SM Roofs (2018)  | 3,000,000              |                         |                       |                       | 2,621                     | 43,804                         | 2,953,575                              |
| IVC Soccer and Practice Fields (2018)                            | 175,000                |                         |                       |                       | -                         | -                              | 175,000                                |
| <b>SCHEDULED MAINTENANCE PROJECTS TOTAL</b>                      | <b>6,916,567</b>       | <b>516,678</b>          | <b>29,348</b>         | <b>270,528</b>        | <b>618,082</b>            | <b>73,852</b>                  | <b>5,408,079</b>                       |
| <b>IT PROJECTS</b>   |                        |                         |                       |                       |                           |                                |  |
| Campus Desktop Refresh (2015 & 2018)                             | 5,558,754              | 1,398,967               | 104,864               | 1,585,710             | 231,998                   | 179,287                        | 2,057,928                              |
| IVC Cabling (2018)   | 32,000                 |                         |                       |                       | -                         | -                              | 32,000                                 |
| IVC Network Access Control (2018)                                | 160,000                | -                       |                       |                       | 148,800                   | 11,200                         | -                                      |
| IVC Server Refresh (2018)  | 200,000                |                         |                       |                       | -                         | 137,202                        | 62,798                                 |
| SC Cabling (2018)  | 55,845                 |                         |                       |                       | -                         | 14,700                         | 41,145                                 |
| SC Server Refresh (2018)   | 207,247                |                         |                       |                       | 9,375                     | 190,467                        | 7,405                                  |
| SOCCCD Automate Electronic Transcript Receiving (2015)           | 453,600                | 145,738                 | 51,194                | 33,686                | 129,585                   | 12,690                         | 80,708                                 |
| SOCCCD Automated Password Reset & Single Sign-On Assess (2015)   | 115,600                |                         | 38,416                |                       | -                         | -                              | 77,184                                 |
| SOCCCD Automated Student Assistant (AI Chatbot) (2018)           | 475,000                |                         |                       |                       | -                         | -                              | 475,000                                |
| SOCCCD Classroom Technology and AV Refresh (2016 & 2018)         | 5,866,154              | 125,602                 | 360,359               | 134,207               | 667,359                   | 403,157                        | 4,175,470                              |
| SOCCCD Class Schedule Upgrade & Recommendation (2015)            | 735,000                | 8,113                   | 566,119               | 124,335               | -                         | -                              | 36,433                                 |
| SOCCCD Co-locate District-wide Infrastructure (2018)             | 60,000                 |                         |                       |                       | -                         | 41,600                         | 18,400                                 |
| SOCCCD Curriculum Management System (2018)                       | 467,600                |                         |                       |                       | -                         | 100,000                        | 367,600                                |
| SOCCCD Degree Audit/MAP Upgrade (2013)                           | 1,594,720              | 1,082,563               | 197,840               | 130,532               | 87,154                    | -                              | 96,631                                 |
| SOCCCD DevOps / Identity Management Engineering (2018)           | 200,000                |                         |                       |                       | 28,267                    | 60,329                         | 111,404                                |
| SOCCCD District-wide Network Security (2015)                     | 912,395                | 363,117                 |                       | 149,670               | 299,511                   | 9,870                          | 90,227                                 |
| SOCCCD End-of-Life Core Network/Tech Refresh (2013)              | 6,984,658              | 6,560,595               | 119,524               | 64,759                | 107,891                   | 96,273                         | 35,615                                 |
| SOCCCD Faculty Syllabus Builder (2018)                           | 315,000                | -                       |                       |                       | -                         | 250,000                        | 65,000                                 |
| SOCCCD HR/Bus Svcs Integrated Software (2013 & 2018)             | 17,392,300             | 11,230,435              | 2,381,424             | 1,507,314             | 1,242,924                 | 170,776                        | 859,428                                |
| SOCCCD Information Security Contract Services (2018)             | 360,000                |                         |                       |                       | -                         | 66,900                         | 293,100                                |
| SOCCCD Infrastructure Expansion (2018)                           | 170,000                |                         |                       |                       | -                         | 29,500                         | 140,500                                |
| SOCCCD Innovation Fund (2018)                                    | 518,220                |                         |                       |                       | -                         | -                              | 518,220                                |
| 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              | 8,485,949               | 211,137               | 12,545                | 3,562                     | -                              | 31,577                                 |
| SOCCCD MAP Enhancements (2017 & 2018)                            | 665,000                |                         |                       | 191,384               | 247,888                   | 95,211                         | 130,518                                |
| SOCCCD MySite Faculty Services Upgrade (2018)                    | 275,000                |                         |                       |                       | -                         | 200,000                        | 75,000                                 |
| SOCCCD New Student Print Solution (2016)                         | 238,921                | 124,115                 | 91,088                |                       | 750                       | 2,850                          | 20,118                                 |
| SOCCCD Online Tutoring, SI, Office Hours, Appointments (2016)    | 201,000                | 5,199                   |                       | 36,225                | -                         | -                              | 159,576                                |
| SOCCCD Predictive Analytics (2013)                               | 250,000                | 185,182                 | 12,118                | 6,710                 | -                         | -                              | 45,990                                 |
| SOCCCD Refresh MDF and IDF (2016)                                | 1,000,000              | 195,340                 | 95,097                | 26,854                | 102,966                   | -                              | 549,236                                |
| SOCCCD Registration Restriction Module (2018)                    | 302,400                |                         |                       |                       | 5,314                     | 297,086                        | -                                      |
| SOCCCD Server and Storage Scheduled Maintenance (2016)           | 350,000                | 235,662                 |                       | 12,531                | 67,067                    | -                              | 29,021                                 |
| SOCCCD Server Configuration & Security (2017)                    | 180,000                |                         |                       | 27,247                | 84,985                    | 67,733                         | 35                                     |
| SOCCCD Service Desk Software (2017)                              | 465,000                |                         |                       | 9,835                 | 302,820                   | 96,568                         | 55,777                                 |
| SOCCCD SIS Student Health (2018)                                 | 350,000                |                         |                       |                       | 48,102                    | 186,898                        | 115,000                                |
| SOCCCD Student Early Alert System (2016)                         | 226,800                |                         |                       | 36,752                | 99,986                    | 90,063                         | -                                      |
| SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015) | 600,000                |                         |                       |                       | -                         | -                              | 600,000                                |
| SOCCCD Student Information System Enhancement (2013 & 2018)      | 11,769,600             | 5,691,874               | 1,574,564             | 2,314,103             | 1,247,151                 | 909,871                        | 32,038                                 |
| SOCCCD Student Success Roadmap (2017)                            | 875,000                |                         |                       | 1,608                 | 215,561                   | 472,684                        | 185,147                                |
| SOCCCD System Testing and Stability (2016)                       | 377,000                | 46,465                  | 16,139                | 281,765               | -                         | -                              | 32,631                                 |

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
April 22, 2019**

| <b>Project Description</b>                       | <b>Approved Amount</b> | <b>1999/2016 Actual</b> | <b>2016/17 Actual</b> | <b>2017/18 Actual</b> | <b>2018/19 YTD Actual</b> | <b>2018/19 YTD Obligations</b> | <b>Balance Remaining for 2018/2019</b> |
|--|------------------------|-------------------------|-----------------------|-----------------------|---------------------------|--------------------------------|--|
| SOCCCD Tableau for Data Visualization (2016)     | 270,000                | 192,434                 | 39,405                | 4,193                 | 15,000                    | -                              | 18,968                                 |
| SOCCCD Unified Student ID Card (2016)            | 452,000                |                         |                       | 75,190                | 56,712                    | 75,315                         | 244,783                                |
| SOCCCD Waitlist Modification (2014)              | 699,600                | 249,920                 | 2,430                 | 4,090                 | 41,888                    | 399,273                        | 2,000                                  |
| SOCCCD Wireless Coverage Expansion (2015)        | 738,000                | 38,101                  | 425,660               | 212,570               | 61,668                    | -                              | -                                      |
| SOCCCD Wireless Upgrade (2016)                   | 1,907,990              |                         | 20,017                | 791,591               | 306,372                   | 101,815                        | 688,195                                |
| SOCCCD Workday Student BPA Sessions (2016)       | 317,800                | 73,482                  | 42,432                |                       | -                         | -                              | 201,886                                |
| SOCCCD Workday Student Influencer Program (2016) | 375,000                | 15,211                  | 146,545               | 12,965                | 13,949                    | 158                            | 186,172                                |
| <b>IT PROJECTS TOTAL</b>                         | <b>75,372,302</b>      | <b>36,518,664</b>       | <b>6,496,372</b>      | <b>7,788,368</b>      | <b>5,874,605</b>          | <b>4,805,702</b>               | <b>13,888,591</b>                      |

|   |                    |                   |                   |                   |                  |                  |                  |
|---|--------------------|-------------------|-------------------|-------------------|------------------|------------------|------------------|
| <b>OTHER ALLOCATIONS</b>  |                    |                   |                   |                   |                  |                  |                  |
| SOCCCD Design/Build Specialty Consultant (2013)                       | 525,000            | 267,622           | 23,965            |                   | -                | -                | 233,413          |
| SOCCCD District-wide ADA Physical Access Transition Plan (2016)       | 1,240,000          | 283,949           | 373,583           | 26,631            | 160,486          | 161,115          | 234,236          |
| SOCCCD District-wide ADA Transition Plan Projects (2017)              | 6,000,000          |                   |                   |                   | -                | 1,600,000        | 4,400,000        |
| SOCCCD District-wide Mapping (2015 & 2018)                            | 3,900,000          |                   | 48                | 32,355            | 1,657,753        | 1,232,065        | 977,779          |
| SOCCCD District-wide Sustainability/Energy Planning (2016 & 2018)     | 640,000            | 6,453             | 220,923           | 58,495            | 17,469           | 307,000          | 29,660           |
| SOCCCD District-wide Tech Consultant for Capital Constr (2016 & 2018) | 585,000            | -                 | 66,552            | 118,564           | 2,355            | 19,305           | 378,224          |
| SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)                       | 915,000            | 156,093           | 18,108            |                   | 46,637           | 198,053          | 496,109          |
| SOCCCD Educational Facilities Master Plan (2016)                      | 1,400,000          |                   |                   | 25,849            | 62,070           | 431,184          | 880,897          |
| SOCCCD FPP, IPP, 5 Year Plans (2013)                                  | 210,000            | 3,040             | 6,597             | 26,664            | 114,083          | 59,616           | -                |
| SOCCCD Insurance Deductibles (2014)                                   | 900,000            | 300,000           | 100,000           |                   | 500,000          | -                | -                |
| SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)     | 1,135,000          | 696,688           | 100,912           | 130,751           | 69,741           | 48,007           | 88,901           |
| SOCCCD Legal Counsel Facility Related Issues (2013)                   | 863,000            | 92,159            | 93,815            | 52,705            | (18,014)         | 77,758           | 564,577          |
| 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            | 32,430            | 149,215           | 53,797            | 368,596          | 22,209           | 158,753          |
| SOCCCD Trustee Election/General Election Expense (2004 - present)     | 3,348,988          | 2,142,527         | 483,157           |                   | 563,519          | -                | 159,785          |
| SOCCCD Retiree Benefits (2001 - present)                              | 84,181,683         | 63,627,683        | 11,050,000        | 4,610,000         | 4,894,000        | -                | -                |
| <b>OTHER ALLOCATIONS TOTAL</b>  | <b>146,328,671</b> | <b>82,108,644</b> | <b>25,286,875</b> | <b>17,735,810</b> | <b>8,438,695</b> | <b>4,156,312</b> | <b>8,602,335</b> |

|                                 |                    |                    |                   |                   |                   |                    |                    |
|---------------------------------|--------------------|--------------------|-------------------|-------------------|-------------------|--------------------|--------------------|
| <b>BASIC AID PROJECT TOTALS</b> | <b>815,136,968</b> | <b>464,393,482</b> | <b>58,321,337</b> | <b>54,298,689</b> | <b>29,002,833</b> | <b>104,401,508</b> | <b>104,719,119</b> |
|---------------------------------|--------------------|--------------------|-------------------|-------------------|-------------------|--------------------|--------------------|

|                             |             |             |             |  |  |             |
|-----------------------------|-------------|-------------|-------------|--|--|-------------|
| Commitments                 | 612,035,682 | 59,909,924  | 61,527,072  |  |  | 81,664,290  |
| Cumulative Commitments      | 612,035,682 | 671,945,606 | 733,472,678 |  |  | 815,136,968 |
| Receipts                    | 628,265,654 | 66,017,281  | 72,940,087  |  |  | 73,289,378  |
| Cumulative Receipts         | 628,265,654 | 694,282,935 | 767,223,022 |  |  | 840,512,400 |
| Cumulative Expenses         | 464,393,482 | 522,714,819 | 577,013,508 |  |  | 606,016,342 |
| Uncommitted Basic Aid Funds | 163,872,172 | 171,568,116 | 190,209,514 |  |  | 25,375,432  |

|  | <b>Approved Amount</b> |          |          |          | <b>Receipts Change</b> | <b>Commitment Change</b> |
|--|------------------------|----------|----------|----------|------------------------|--------------------------|
| <b>Change from January 2019 Report:</b>              |                        |          |          |          |                        |                          |
| IVC B400 Labs and Entrance Controls (2015)           | 410,000                |          |          |          |                        | (113,922)                |
| IVC Design and Install Entrance from Barranca (2003) | 2,336,884              |          |          |          |                        | (54,373)                 |
| IVC Life Sciences Project (2004)                     | 2,490,000              |          |          |          |                        | (180,343)                |
| IVC Sports Facilities (2012)                         | 342,600                |          |          |          |                        | (1,170)                  |
| SC Building Repairs ATAS Swing Space Renov (2013)    | 10,249,687             |          |          |          |                        | (467,970)                |
| SC Walkway Lot 9 to Quad (2017 & 2018)               | 850,000                |          |          |          |                        | (300,000)                |
| SOCCCD Blackboard Plug-ins (2013)                    | 150,000                |          |          |          |                        | (80,170)                 |
| SOCCCD Dist Union Offices (2014)                     | 162,750                |          |          |          |                        | (127,847)                |
| SOCCCD DSA Project Close Out (2013)                  | 400,000                |          |          |          |                        | (195,745)                |
| SOCCCD Enterprise Content Mgmt Expansion (2013)      | 150,000                |          |          |          |                        | (6,264)                  |
| SOCCCD Intl and Student Scholar Mgmt (2014)          | 54,500                 |          |          |          |                        | (450)                    |
| <b>Total Change from January 2019 Report</b>         | <b>17,596,421</b>      | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b>               | <b>(1,528,254)</b>       |

**TO:** Board of Trustees

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

**RE:** SOCCCD: Quarterly Financial Status Report

**ACTION:** Information

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**BACKGROUND**

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

**STATUS**

The California Community Colleges Quarterly Financial Status Report for SOCCCD, as of March 31, 2019 for FY 2018-2019, is attached (EXHIBIT A) for the Board of Trustees' information and review.

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CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q  
**CERTIFY QUARTERLY DATA**

CHANGE THE PERIOD ▼

Fiscal Year: 2018-2019

Quarter Ended: (Q3) Mar 31, 2019

District: (890) SOUTH ORANGE

Your Quarterly Data is ready for certification.

Please complete the fields below and click on the 'Certify This Quarter' button

Chief Business Officer

CBO Name:

Ann-Marie Gabel, Vice Chancellor,

CBO Phone:

**Use format 999-555-1212**

949-582-4663

CBO Signature:

Date Signed:

Chief Executive Officer Name:

Kathleen F. Burke, Chancellor

CEO Signature:

Date Signed:

Electronic Cert Date:

District Contact Person

Name:

Kim McCord

Title:

Executive Director, Fiscal Svcs/Cc

Telephone:

**Use format 999-555-1212**

949-582-4661

Fax:

**Use format 999-555-1212**

949-347-0390

E-Mail:

kmccord@socccd.edu

Certify This Quarter

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California Community Colleges, Chancellor's Office  
Fiscal Services Unit  
1102 Q Street, Suite 4550  
Sacramento, California 95811

Send questions to:  
Christine Atalig (916)327-5772 [atalig@cccco.edu](mailto:atalig@cccco.edu) or Tracy Britten (916)324-9794 [tbritten@cccco.edu](mailto:tbritten@cccco.edu)

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CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q

[VIEW QUARTERLY DATA](#)

CHANGE THE PERIOD 

Fiscal Year: 2018-2019

District: (890) SOUTH ORANGE

Quarter Ended: (Q3) Mar 31, 2019

| Line | Description | As of June 30 for the fiscal year specified |                   |                   |                        |
|------|-------------|---|-------------------|-------------------|------------------------|
|      |             | Actual<br>2015-16                           | Actual<br>2016-17 | Actual<br>2017-18 | Projected<br>2018-2019 |

**I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

|     |   |             |             |             |             |
|-----|---|-------------|-------------|-------------|-------------|
| A.  | <b>Revenues:</b>  |             |             |             |             |
| 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 | <b>Total Unrestricted Revenue (A.1 + A.2)</b>                 | 242,902,131 | 252,221,551 | 268,661,038 | 267,219,722 |
| B.  | <b>Expenditures:</b>  |             |             |             |             |
| 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 | <b>Total Unrestricted Expenditures (B.1 + B.2)</b>            | 239,898,026 | 246,948,374 | 263,382,444 | 287,382,346 |
| C.  | <b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>          | 3,004,105   | 5,273,177   | 5,278,594   | -20,162,624 |
| D.  | <b>Fund Balance, Beginning</b>                                | 47,612,695  | 50,616,800  | 55,889,977  | 61,168,571  |
| D.1 | Prior Year Adjustments + (-)                                  | 0           | 0           | 0           | 0           |
| D.2 | <b>Adjusted Fund Balance, Beginning (D + D.1)</b>             | 47,612,695  | 50,616,800  | 55,889,977  | 61,168,571  |
| E.  | <b>Fund Balance, Ending (C. + D.2)</b>                        | 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 |
|-----|---|--------|--------|--------|--------|

## III. Total General Fund Cash Balance (Unrestricted and Restricted)

|     |                                | As of the specified quarter ended for each fiscal year |            |             |             |
|-----|--------------------------------|--|------------|-------------|-------------|
|     |                                | 2015-16  | 2016-17    | 2017-18     | 2018-2019   |
| H.1 | Cash, excluding borrowed funds |  | 69,123,458 | 101,823,755 | 113,211,051 |
| H.2 | Cash, borrowed funds only      |  | 0          | 0           | 0           |
| H.3 | Total Cash (H.1+ H.2)          | 88,109,830   | 69,123,458 | 101,823,755 | 113,211,051 |

## 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.   | <b>Revenues:</b>  |                         |                                |                               |                            |
| I.1  | Unrestricted General Fund Revenues (Objects 8100, 8600, 8800) | 260,943,682             | 260,943,682                    | 182,913,307                   | 70.1%                      |
| I.2  | Other Financing Sources (Object 8900)                         | 6,196,040               | 6,276,040                      | 2,942,315                     | 46.9%                      |
| I.3  | <b>Total Unrestricted Revenue (I.1 + I.2)</b>                 | 267,139,722             | 267,219,722                    | 185,855,622                   | 69.6%                      |
| J.   | <b>Expenditures:</b>  |                         |                                |                               |                            |
| J.1  | Unrestricted General Fund Expenditures (Objects 1000-6000)    | 211,561,505             | 211,641,505                    | 138,387,648                   | 65.4%                      |
| J.2  | Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)      | 75,740,841              | 75,740,841                     | 6,379,000                     | 8.4%                       |
| J.3  | <b>Total Unrestricted Expenditures (J.1 + J.2)</b>            | 287,302,346             | 287,382,346                    | 144,766,648                   | 50.4%                      |
| K.   | <b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>          | -20,162,624             | -20,162,624                    | 41,088,974                    |                            |
| L    | Adjusted Fund Balance, Beginning                              | 61,168,571              | 61,168,571                     | 61,168,571                    |                            |
| L.1  | <b>Fund Balance, Ending (C. + L.2)</b>                        | 41,005,947              | 41,005,947                     | 102,257,545                   |                            |
| M    | 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**

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

| Contract Period Settled<br>(Specify)<br>YYYY-YY | Management          |     | Academic            |       |                     |       | Classified          |       |
|---|---------------------|-----|---------------------|-------|---------------------|-------|---------------------|-------|
|   |                     |     | Permanent           |       | Temporary           |       |                     |       |
|   | Total Cost Increase | % * | Total Cost Increase | % *   | Total Cost Increase | % *   | Total Cost Increase | % *   |
| <b>a. SALARIES:</b>                             |                     |     |                     |       |                     |       |                     |       |
| <b>Year 1:</b> 2018-19                          |                     |     | 1,464,827           | 2.71% | 1,553,675           | 5.43% | 26,059              | 2%    |
| <b>Year 2:</b> 2019-20                          |                     |     | 1,280,728           | 2.57% | 918,261             | 2.86% | 25,086              | 1.85% |
| <b>Year 3:</b> 2020-21                          |                     |     | 1,354,863           | 2.67% | 947,955             | 2.86% | 24,445              | 1.77% |
| <b>b. BENEFITS:</b>                             |                     |     |                     |       |                     |       |                     |       |
| <b>Year 1:</b> 2018-19                          |                     |     | 258,641             | 2.71% | 302,656             | 5.43% | 7,156               | 2%    |
| <b>Year 2:</b> 2019-20                          |                     |     | 273,179             | 2.57% | 195,865             | 2.86% | 7,576               | 1.85% |
| <b>Year 3:</b> 2020-21                          |                     |     | 302,103             | 2.67% | 211,394             | 2.86% | 8,042               | 1.96% |

\* 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.

Classified increases are for Police Officers' Association only. The increases are funded from property taxes, 8811 - 8813.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **NO**  
This year? **NO**  
Next year? **NO**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

**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



**DATE:** April 22, 2019  
**TO:** Members of the Board of Trustees  
**FROM:** Chancellor Kathleen F. Burke, Ed.D.  
**SUBJECT:** District Services Report for April 22, Board of Trustees Meeting

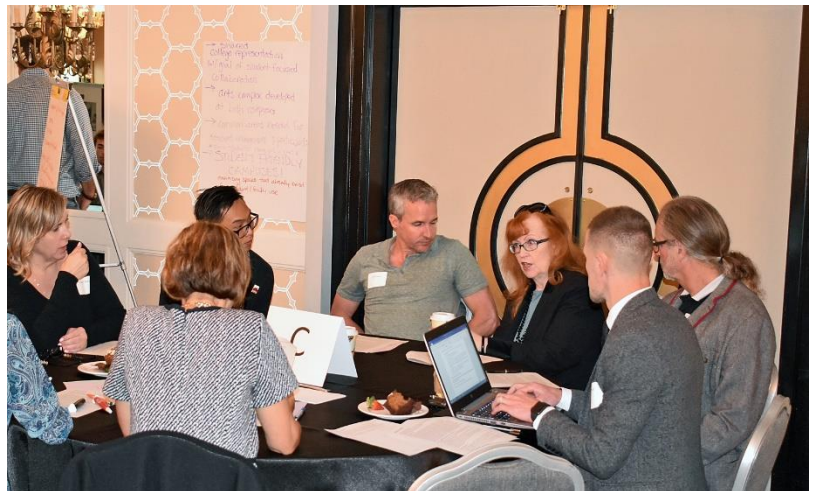
### **April is Community College Month**

On April 1, the California Community College League announced the successful passing of Resolution 31 by the California Assembly, recognizing April 2019 as California Community College Month. Our District has joined in the celebration with a number of outreach initiatives, including an official press release, social media posts, website updates, and a request from each municipality in our service area to also proclaim April as community college awareness month. Trustees, District Leaders, and College Presidents have committed to attending each proclamation presentation to represent our district. This year the following entities will present a proclamation to the South Orange County Community College District:

- Aliso Viejo City Council
- Irvine City Council
- Laguna Beach City Council
- Mission Viejo City Council
- Newport Beach City Council
- Orange County Board of Supervisors
- Rancho Santa Margarita City Council
- Tustin City Council

### **District-wide Charrette**

I am thankful and appreciative to everyone that attended the District-wide Charrette for the development of the next Education Master and Strategic Plans for the colleges and the district. Together with our consultants from MIG, Denise Inciong and her team, organized a day full of breakout sessions that allowed for meaningful input, feedback, planning, and design needed to propel us into the next phase of our master planning. The participation of students, staff, and faculty on each campus, in every department and at every stage in their careers is vital to the planning process. We are making progress, but there is much to be done. On behalf of the planning team, I thank you for your continued involvement and support.



### Reimagine Online Learning Challenge Winner

Vice Chancellor Robert Bramucci, submitted an idea to the Online College's Innovation Challenge and his idea was a winner. His idea, *The Academic Success Trainer* would utilize SOCCCD's award-winning *Sherpa* recommendation and personalization engine. Sherpa has already been used to send over eleven million "nudges" and "nods" to our students and faculty. This idea would build on that success, using Sherpa to deliver a timely series of nudges and nods to model successful academic behaviors for less academically-successful students. Good students are good students because of differences in *what they do*, and these behaviors can be modeled and taught. Dr. Bramucci intends to pursue funding for the idea based on encouragement and validation by colleagues and students, that the idea could be extremely useful in the community college arena and beyond.

### Orange County District Diversity Initiative

On April 8, I joined the other three community college districts in Orange County to meet with the respective Chancellors and Vice Chancellors of Human Resources to discuss collaborative ways in which we can increase diversity amongst staff and faculty. Strategies to reach applicants in the earlier stages of their careers, perhaps even when in graduate school or college, could encourage their employment at one of our colleges and strengthen diversity on every campus. A program to possibly emulate—Teaching Internships with Experience Support (T.I.E.S.) program, piloted at the Coast District. The TIES program seeks graduate students interested in teaching at the community college level, and allows them to intern with a full-time discipline- specific faculty member, who also serves as a mentor. Another idea discussed, was a county-wide job fair, which could help reinforce existing partnerships in the community, as well as the plethora of job opportunities in one region. The meeting was demonstrative of our ability to collaborate on initiatives that span beyond our district boundaries, but across the county.

### Denim Day

The Board of Trustees is invited to join District staff and administrators in recognizing the 20<sup>th</sup> Anniversary of "Denim Day", a day reserved to make a social statement with a fashion statement through denim attire, to bring attention to sexual violence and sexual assault, particularly on college campuses. Both Irvine Valley College and Saddleback College have several events planned for Sexual Assault Awareness Week and we will join them for events in addition to wearing denim to the April 22 board meeting.

### OCDE - Civic Learning Partnership Kickoff



On April 11, I attended the Civic Learning Partnership Kickoff hosted by Superintendent Al Mijares of the Orange County Department of Education. The event entailed a student panel and remarks from local Orange County Judges to promote matters of civility and stronger civics education in our middle schools, high schools, and colleges. The OC Civic Learning Partnership is part of the California Supreme Court Power of Democracy Initiative, led by California Chief Justice Tani Gorre Cantil-Sakauye. Orange County is already a leader in this space. In 2019, Orange County received two of the three statewide awards for civic learning in schools, and three of the six Awards of Distinction went to Orange County Schools. As we face times in our society where divergent thoughts become points of contention in our everyday lives, it is reassuring to know that partnerships exist to educate our current students and future leaders about the importance of democracy, liberty, freedom, and civic engagement.



## Legislative Update

As we progress through the legislative session, please make note of the various bills we are supporting or opposing. We will provide a monthly update on the status of the bills.

### AB 2 (Santiago) – SUPPORT

#### *California College Promise*

AB 2 would extend the free waiver from one year to two years in the California Community College Promise program for first time full-time community college students.

[Passed in Assembly Higher Education Committee on March 20, 2019 and referred to Appropriations Committee.](#)

### AB 30 (Holden) – SUPPORT

#### *Community Colleges: College and Career Access Pathways Partnerships*

This bill would eliminate the requirement imposed on the governing board of each district entering into a CCAP partnership agreement to present the dual enrollment partnership agreement as an informational item at a separate open public meeting of that board before taking public comment and acting to approve or reject the proposed agreement. The bill would move the deadline for the chancellor to prepare a summary report described above from January 1, 2021, to January 1, 2020. The bill would extend the operation of the CCAP partnership provisions until January 1, 2027.

[Referred to Committee on Education on March 11, 2019.](#)

### AB 612 (Weber) – SUPPORT

#### *CalFresh: Restaurant Meals Program*

Programs such as SNAP, CalFresh, and other supplemental nutrition assistance benefits allocated at the state by the federal government are available at qualified restaurants. This bill would allow for those provisions applicable to the California Community Colleges system. The bill would require the department to implement its provisions by all-county letter or similar instruction until regulations are adopted and to adopt regulations implementing the bill on or before February 1, 2021.

[Referred to Committee on Human Services.](#)

### AB 1364 (Rubio) OPPOSE

#### *Nursing: schools and programs: analysis*

AB 1364 would allow nursing programs to increase enrollments, provide more than 50 percent simulations for clinical instruction, and hire faculty without approval from the Board of Registered Nursing.

[Referred to Committee on Business and Professions Code.](#)

### AB 1727 (Weber) – SUPPORT

#### *Community Colleges: Noncredit CDCP Courses*

AB 1727 would promote college persistence and completion by equalizing the reporting mechanism for noncredit Career Development and College Preparation (CDCP) courses with that of credit courses.

[Referred to the Assembly Higher Education Committee as of April 2, 2019.](#)



**SB 291 (Leyva) – SUPPORT**

*California Community College Student financial Aid Program*

The bill would establish the California Community College Student Financial Aid Program, to provide need-based grant awards to eligible community college students who attend a California community college voluntarily designated by its district governing board to participate in the program, as specified. Subject to an appropriation by the Legislature, the bill specifies that the program shall be administered by the Board of Governors of the California Community Colleges and implemented by the eligible California community colleges.

[Referred to Committee on Appropriations, and set for hearing on April 22.](#)

**SB 575 (Bradford) – SUPPORT**

*Second Chance Cal Grants*

SB 575, removes outdated barriers and expands access to postsecondary education opportunities for incarcerated students through second chance Cal Grants. This bill ensures that incarceration will not automatically disqualify students from the Cal Grant program while supporting effective rehabilitative efforts within our correctional institutions.

[Set for hearing on April 10 in the Senate Committee on Education.](#)

**SB 700 (Roth) – SUPPORT**

*Consortium model for nursing students: clinical placements*

Language not yet available.

[Currently still a spot bill and awaiting amended language to be referred to committee.](#)






# IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | [www.ivc.edu](http://www.ivc.edu)

**TO:** Kathleen F. Burke, Chancellor, and Members of the Board of Trustees

**FROM:** Glenn R. Roquemore, PhD, President 

**DATE:** April 11, 2019

**SUBJECT: President's Report for the April 22, 2019 Board of Trustees Meeting**

## **IVC Veteran Students Receive Scholarships from Eagle Community Credit Union**

Irvine Valley College (IVC) veteran students David Forbes and Jesse Caldwell were each awarded a \$750 scholarship by Eagle Community Credit Union this month. Jesse says he plans to use the scholarship to assist with school expenses as he works towards earning his teaching credential. David, who is an English major, says the scholarship will allow him to purchase a laptop so that he can work on writing assignments at home.



## **President Roquemore Speaks with a Delegation of Indonesian Government Executives, Business Leaders, and Educators at UCI**

On March 6, President Roquemore returned as a guest speaker for an event organized by University of California, Irvine's (UCI) Regional and Urban Development program. Speaking to a group of government executives, business leaders, and educators from Indonesia, President Roquemore discussed the topic of Career Technical Education and community colleges serving as a backbone for competitive regional and local economies. He previously presented at a similar event in 2016.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:**  
Barbara J. Jay, Timothy Jemal, 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



### **Sarah Wang selected as 2019 Coca-Cola Academic Team Gold Scholar**

IVC student Sarah Wang has been named a 2019 Coca-Cola Academic Team Gold Scholar and will receive a \$1,500 scholarship. The Coca-Cola Scholars Foundation sponsors the Coca-Cola Academic Team program by recognizing 50 Gold, 50 Silver and 50 Bronze Scholars with nearly \$200,000 in scholarships annually. Selection is based on academic achievement, leadership, and engagement in college and community service. Coca-Cola Academic Team members will be recognized in both local and statewide ceremonies and will also be recognized internationally during Phi Theta Kappa's annual convention in April.

### **IVC Names 2020 Teachers of the Year**

President Glenn Roquemore made surprise visits to the classrooms of IVC's Teachers of the Year recently to deliver the good news. IVC's 2020 Teachers of the Year are:

#### **Full-Time Teacher of the Year**

Psychology Professor Benjamin Mis



#### **Part-Time Teacher of the Year**

Math Professor Mohamad Youssef



#### **Emeritus Teacher of the Year**

Health and Fitness Instructor Ida Stuart



### **Partnership Resource Team Makes First Visit to IVC**

On April 10, IVC hosted the first of three site visits from the Institutional Effectiveness Partnership Initiative's (IEPI) Partnership Resource Team (PRT), as part of a grant from IEPI. The grant will assist IVC with addressing campus communication focused on campus safety, Title IX, and student discipline as well as communication related to campus climate, diversity, cultural competence, and inclusion.

During the site visit, PRT members met with IVC faculty, staff, and college constituent groups. The intent of the meetings was to learn what IVC does well and to identify where



improvements can be made relative to safety communications and campus cultural competency. The next visit will take place on May 22 and the final visit, date to be determined, will take place in the fall.

### **UCI-IVC Engineering Academy Tours UCI Samueli School of Engineering**

On March 15, students in the UCI-IVC Engineering Academy had an opportunity to tour the University of California, Irvine (UCI) Samueli School of Engineering. As part of the day-long trip, the students had a chance to observe a senior design review session where graduating UCI students presented their senior design projects.



### **IVC Hosts ASCCC Spring Curriculum Regional Meeting**

On March 16, IVC hosted the Academic Senate for California Community Colleges (ASCCC) Spring Regional Curriculum Meeting. President Roquemore welcomed attendees, which included over 80 faculty, classified staff and administrators from San Diego, Orange, Los Angeles, Ventura, and San Bernardino counties. The morning included updates on topics such as non-credit curriculum, the AB 705 data revision project, Title 5 changes, Guided Pathways, equity, and credit for prior learning.



### **Circle K International Club Wins Top Award at District Convention**

IVC's Circle K Club received numerous awards at this year's Circle K California-Nevada-Hawaii District Convention in late March. Over 700 Circle K members from colleges across the district gathered for educational workshops, leadership training, service projects, and to celebrate the past year's accomplishments. In addition to Outstanding Total Achievement, IVC's Circle K Club received:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:  
Barbara J. Jay, Timothy Jemal, 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



- Distinguished Membership Development and Education
- Distinguished Club
- 100% Monthly Report Forms on time – Soren Kim
- Distinguished President – Alvin Nguyen

The Kiwanis Club of Irvine and Associated Student Government of Irvine Valley College (ASIVC) supported the group's attendance at this year's District Conference, which was held in Riverside.



### **Record Number of IVC Students Admitted to HTCC Conference**

On April 6, President Roquemore joined a group of IVC students who attended the 19<sup>th</sup> annual Honors Transfer Center of California Student Research (HTCC) conference at UCI. This year, IVC had a record 77 students admitted to the HTCC Conference. The IVC students' research topics represented a range of disciplines including anthropology, art history, biology, business, computer science, economics, education, engineering, geography, history, humanities, linguistics, literature, mathematics, political science, psychology, and sociology.

### **Interact Communications Presents Results of Student Media Preferences Survey**

Marketing consultant Interact Communications presented the results of IVC's 2018 Media Preferences Survey to faculty, staff, administrators, and students on April 3. The survey results depict what type of media outlets students access on a regular basis as well as how they prefer to receive college information. The data will help guide IVC on how to best communicate with current and prospective students.

### **IVC Receives Outstanding Partner Award from United Way**

IVC was honored recently with the 2018 Outstanding Partner Award from United Way for the college's partnership as a Volunteer Income Tax Assistance (VITA) site. United Way's OC Free Tax Prep campaign is a county-wide collaboration of 30+ public and private partners that conducts outreach and education for the Earned Income Tax Credit (EITC), and offers free tax preparation services to low-income residents. Over the past six years, IVC has been an integral campaign partner with United Way, offering in-kind space and technology for volunteer training and tax preparation. The program is led at IVC by Accounting and Business Management Professor Don Bradshaw with support from the School of Business Sciences, Technology Services, and Facilities.



## **SADDLEBACK COLLEGE**

28000 Marguerite Parkway • Mission Viejo, CA 92692  
949.582.4500 • [www.saddleback.edu](http://www.saddleback.edu)

TO: Members of the Board of Trustees  
Chancellor Kathleen F. Burke, Ed.D.

FROM: Dr. Elliot Stern, President

SUBJECT: Report for April 22, 2019 Board of Trustees Meeting

### **President Stern Sets Budget, Enrollment Goals**

President Stern held a Budget and Enrollment Town Hall on Monday, April 1, to inform the college-wide community on the college's current budget and enrollment situation and the path forward to cut expenses and grow enrollment. All faculty, staff, and administrators have been encouraged to initiate involvement in creating solutions and determining priorities in reaching our targets over the next three years:

- Budget: Cut the budget by three percent in FY 19-20, and two percent in FY 20-21 and 21-22.
- Enrollment: Grow enrollment by one percent in FY 19-20, two percent in FY 20-21, and three percent in FY 21-22.
- Performance: Increase performance within the criteria of the Student-Centered Funding Formula by three percent in FY 19-20, and two percent in FY 20-21 and 21-22.

President Stern has assigned one of the three Vice Presidents to facilitate creation of tactics and performance indicators under each of the three broad goals.

### **Saddleback Welcomes Board of Governors Members**

On March 27 Saddleback welcomed two members of the California Community Colleges Board of Governors: President Thomas Epstein and Blas Villalobos. President Epstein is in the process of visiting as many colleges across the state as possible to better understand their needs and accomplishments, and to learn how the Chancellor's Office and Board of Governors can be helpful. During their visit they had the opportunity to tour the campus and meet with President's Stern's Executive Cabinet, as well as classified and faculty senate leadership. Chef Lisa Inlow and our Culinary Arts students hosted our guests to a fantastic "restaurant style" lunch in our Culinary Arts Lab. The Board of Governors concluded the visit by meeting with student government leaders.

### **Congratulations to our Professors of the Year!**

Our students have spoken! Mike Hoggatt and Raffaella Baker were named Saddleback College's full-time and associate Professors of the Year!

Dr. Mike Hoggatt is a professor and the department chair of Disabled Students Programs and Services, and currently teaches developmental courses in basic skills, learning strategies, and access technologies. He strives to create opportunities for all students and help them find a place of belonging in higher education. To reinforce that effort, he serves as the faculty advisor to the college's Superfriends Club, which promotes leadership and social opportunities for students with disabilities. He developed Adult

Education programming for adults labeled with substantial disabilities to assist in their continued growth toward independence and autonomy (OASIS program for adults with disabilities), and continuously advocates on behalf of underserved students and community members through his involvement in various civic and community organizations.

Dr. Hoggatt's research on the critical interpretation of disability and policy has been published in a wide range of periodicals, including the *Community College Review* and the *Community College Journal of Research and Practice*.

He earned a Bachelor of Arts degree in history from Point Loma Nazarene University, a Master of Science degree in special education from CSU Long Beach, and a Ph.D. in higher education policy, with an emphasis in disability policy, from UC Riverside.

Our Associate Professor of the Year is Raffaella Baker, an instructor of speech communication. She started at Saddleback in spring 2016 and enjoys teaching interpersonal communication, persuasion, and communication fundamentals. She is also an assistant coach on the college's forensics team.

Ms. Baker, a first-generation Latina and the first in her family to graduate from college, was inspired to teach speech communication by her experience as a student on the forensics team at Orange Coast College, where she was a regionally and nationally-recognized speaker.

She earned a Bachelor of Arts degree in communication studies from CSU Long Beach, and a Master of Arts degree in communication studies with an emphasis in rhetoric and pedagogy from CSU Fullerton.

#### **Craig Connor Named Classified Employee of the Year**

Congratulations to Craig Connor, who was named Classified Employee of the Year at Classified Staff Development Day on March 20. Craig is well-known for his leadership on Classified Senate and for being a "go-to" staff member in Admissions and Records because of his extensive knowledge and experience.

As an admissions and records system specialist, Craig is responsible for all data processing of student information, problem solving, and training. He takes on multiple responsibilities, including ordering equipment for the office, repairing printers, setting up laptops, and acting as the department liaison with technology services. Because of his extensive knowledge, Craig is frequently asked to answer questions relating to MySite, CCC Apply, transcripts, document imaging, and Cisco Finesse, and troubleshoots when issues may arise.

You can imagine that because of his vast knowledge in these areas, Craig is often interrupted with questions. However, it is appreciated that he is always polite and accommodating to his colleagues. In addition to his work as an admissions and records system specialist, Craig is recognized as a strong leader among his fellow classified employees. He served for three years as the Classified Senate President and is currently a \$CS board member and Southeast 2 Area representative.

Congratulations to Craig Connor for this much-deserved recognition!

#### **Tina Jenkins Recognized for Excellence in Teaching**

Congratulations to Tina Jenkins, who was awarded the 2019 Adjunct Teaching Excellence Award by the Society for the Teaching of Psychology. Tina will be presented the award in October at the organization's annual conference in Denver.

### **Honors Transfer Council Conference**

Saddleback College was well-represented at the Honors Transfer Council Conference at UC Irvine on Saturday, April 6<sup>th</sup>. Fourteen Saddleback students presented posters addressing topics such as a Mars Rover search for extraterrestrial life, using prickly pear cacti to reduce water turbidity, and the relationship between social networking and self-esteem. Saddleback honors students also presented fifteen breakout sessions during the day-long conference. Two of our students won Exemplary Achievement awards, and a team also won first place in the Science Poster Division for their work on crystalline algae.

### **Online Education Update**

Finish Faster Online allows students to easily search for online, transferable courses across California Community Colleges. This is a service of the California Virtual Campus-Online Education Initiative (CVC-OEI), funded by the State Chancellor's Office. This summer, the CVC-OEI is again partnering with Cal State Online on a joint project that will provide students with the ability to easily search for thousands of online courses offered by both CCC and CSU Campuses. As part of our status as a consortium college, Saddleback has submitted information for two fully online AAT degrees, 14 fully online Certificates of Achievement, and 1 fully online OSA; all of these degrees and certificates will be advertised and promoted through the Finish Faster Online statewide website. This intersegmental collaboration provides students with unprecedented access across the scale and of both systems, and will be promoted by both CVC-OEI and Cal State Online.

### **Majors Fair**

The Career and Re-Entry Center and Counseling Division hosted the annual Majors Fair on April 3, where over 50 students were in attendance. Faculty from more than 20 programs and approximately 10 student services units connected with students regarding choosing a major and increasing student success. We used The Fairs App to organize details, preparation resources and map for the fair. We had 37 active users utilize the app during the fair with 180 total screen views.

### **Saddleback Added to Roadtrip Nation Career Website**

Saddleback College just received access to our very own Roadmap to Careers web page through Roadtrip Nation! Students can follow our unique URL and input the membership code to set up a user account and login to Roadtrip Nation's giant database of career exploration video content consisting of informational interviews and career maps of professionals. Roadmap to Careers allows students to use custom personality assessments to identify interests and align them with compatible careers and informational interviews on the site.

### **Student Equity and Special Programs Division Update**

The spring transfer fair was held on April 17 in the quad. More than 65 representatives from UC, CSU, private, out-of-state, and international universities were in attendance.

The Chicano, Latino, Access Success, and Empowerment (CLASE) Transfer Mentor Program Recognition Dinner will be held on April 26 in SSC 212. The dinner will honor students in the CLASE program that are transferring to four-year institutions. The celebration will feature a student panel of current and past transfer students and recognition awards for current students. Associate Professor of the Year Raffaella Baker will be the keynote speaker.

This semester, our veterans counselors have a slight decline in the total number of counseling hours (expenditures), yet are up almost 30 percent in student counseling sessions, from 620 to 809. Though

overall new student veteran headcount is down, our retention rate for those using GI Bill benefits in the last cohort reviewed is at 91.7 percent, which is 22.7 percent above the national average for veterans.

The VETS Program hosted the inaugural west coast one-day Warrior Scholar Project Brief, which offered a shortened curriculum of reintegration and academic hard and soft skills to 25 of our student veterans and active duty U.S. Marines from Camp Pendleton. President Elliot Stern joined the group for a motivational welcome to higher education and warm wishes for success on their journey. WSP is a national non-profit which offers academic boot camps in the summer for active duty personnel or new student veterans at top tier universities. Seventeen participants in our one-day brief applied for the summer sessions and many were accepted to sites this summer such as Harvard, University of Pennsylvania, and Columbia University.

The 2019 VETS Program Alum of the Year is Gregory Zaborski, Class of 2016. This combat-deployed Marine Corps veteran transferred to UC Berkeley and was just accepted to Stanford University for graduate studies in material and structural engineering. He was also selected as the first-ever Chevron Langley Scholar, covering all his costs for his graduate-level work.

The V-CAT Pathways to Completion Team hosted 11 colleges and three CSU campuses in Monterey, California to review and articulate classes from the Defense Language Institute (DLI) and non-collegiate language curriculum from the Department of Defense. If the state adopts these articulations, our veterans who are crypto-linguists receive up to 12 units and general education credit.

The VETS Program hosted representatives from the Bank of America, who offered financial literacy classes to our veterans and their families through their “Better Money Habits” curriculum. Well over 22 student veterans attended to learn about credit management, budgeting skills, and much more.

#### **Mamava Pod Now Available in Business and General Studies Building**

Breastfeeding moms on campus will now be able to access a state-of-the art Mamava Lactation Pod in the second-floor lobby of the BGS Building. The pod provides a sleek and inviting private space where moms can nurse and pump milk. This site was selected due to its accessibility from all upper campus locations and availability of nearby parking.

In California, mothers have the right to breastfeed in any public or private place where they have a legal right to be. In 2018, the state legislature passed a law (AB 2785) requiring California Community Colleges to provide a private lactating room for breastfeeding students.

#### **Saddleback Adult Education Bridge Event**

On the evening of April 4 more than 150 students from the Saddleback Adult Education campus at Silverado High School attended the Saddleback College Bridge Event. The goal of the event is to transition adult education students to the myriad of courses and student-support services at Saddleback College. Students were greeted at Saddleback College with refreshments and then escorted to one of seven workshops covering topics including ESL and college credit courses; job market trends; United States citizenship; Health Center services; campus tours, and student ID cards. The evening ended with an interactive and festive dance performance by Saddleback College students.

#### **Saddleback College Night at Angels Stadium**

Employees and students alike celebrated Saddleback College Night at Angels Stadium on Friday, April 19. Ticket holders received the exclusive and customized Saddleback College Angels Baseball hat at the game. Proceeds from ticket purchases went toward student scholarships.

### **Fine Arts and Media Technology Update**

When the Saddleback College Speech and Debate Team brought home a Gold Medal, Reader's Theater, from the Annual California Community College Forensics Association State Championship last month, Marc Jackson, Senior Lab Tech in the Division of Fine Arts & Media Technology, played an integral role in their success, and was also awarded a Gold Medal for Best Set Design.

Reader's Theater is a 25-minute play built around various pieces of literature, poetry, and music unified by an overarching theme. Concepts range from Native Americans, the opioid crisis, and immigration – to name just a few. Marc has won numerous awards at the American Readers Theatre Association (ARTA), including previous ARTA-Best Set Design gold medals in 2016, 2017, and 2018.

More than 800 theatre lovers attended the first weekend run of ***Into the Woods***. The renowned and much-revered Stephen Sondheim musical, directed by Saddleback's own Dr. Scott Farthing, was shown for two weekends in April.

The April 18 Concert Hour performance featured Canadian pianists Bernadene Blaha and Kevin Fitz-Gerald, a duo both in music and at home, from the University of Southern California's Thornton School of Music. "Seemingly on fire, Blaha would soar whenever Fitz-Gerald dipped, or ramble delightedly while her husband supported her with an underlying tone. The result was superb: Brahms never sounded more alive and compelling." -- Rancho Bernardo News Journal

Hand-crafted works by Saddleback College students will be on display in the Fine Arts Gallery from April 22 through May 15. Gallery hours are Mondays, Tuesdays, and Wednesdays, from 12:30 to 4 p.m. Private class viewings may also be scheduled through Saddleback College instructors.

Come to the Lido Theatre in Newport Beach on Saturday, April 27, 1:30 p.m., to view the Saddleback College Collegiate showcase. The Showcase includes films made by students in Saddleback's Film 2, Film 3, and Documentary classes. After the presentation, enjoy a Q & A session with the filmmakers.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'ES', with a stylized flourish at the end.

Elliot Stern  
President