



Meeting of the Board of Trustees

May 20, 2019

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.***

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.3 Public Employee Employment, Evaluation, Discipline, Dismissal, Release (Government Code Section 54957(b).)
 - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).) (2 matters)
- 1.4 Conference with Labor Negotiators (Government Code Section 54957.6)
 - A. Faculty Association
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor – Human Resources
 - B. CSEA
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor – Human Resources
 - C. POA
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor – 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: 2 Cases

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee Barbara Jay

2.3 Pledge of Allegiance

Led by Trustee Tim Jemal

2.4 Swearing In: Student Trustee Martha Uriarte

Oath of Office to be administered by Board Vice President, Tim Jemal

2.5 Public Comments

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

3.0 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 SOCCCD: Adoption of Tentative IVC and SC Associated Student Government Budgets

Presentation of FY 2019-20 Tentative Budget for Saddleback College ASG and Irvine Valley College ASIVC.

4.2 SOCCCD: California Community College Chancellor's Office (CCCCO) Local Vision Goal Setting

A presentation on the subject will be made to the Board of Trustees.

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 April 22, 2019.
- 5.2 **SOCCCD: Resolutions**
1. Lois Schwartz, Classified Employee Outstanding Service Award, District Services
 2. Craig Connor, Outstanding Classified Employee of the Year, Saddleback College
 3. Rachel Manders, Outstanding Classified Employee of the Year, Irvine Valley College
- 5.3 **Saddleback College: New, Revised, and Deleted Curriculum for the 2019-20 and 2020-21 Academic Years**
Approve the proposed curriculum changes for the 2019-20 and 2020-21 academic years at Saddleback College.
- 5.4 **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.
- 5.5 **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.
- 5.6 **Irvine Valley College: IVC Prop 39 Clean Energy Project, Notice of Completion, Amtek Construction.**
Authorize filing the Notice of Completion for the Irvine Valley College Prop 39 Clean Energy project to Amtek Construction, for a final contract amount of \$598,882.
- 5.7 **SOCCCD: Irvine Valley College B300 Exterior Improvements Project, Notice of Completion, Amtek Construction.**
Authorize filing the Notice of Completion for the Irvine Valley College B300 Exterior Improvements project to Amtek Construction, for a final contract amount of \$779,362.17.
- 5.8 **SOCCCD: Student Out of State Travel.**
Approve the college student out of state travel for the participants, dates, locations and costs.
- 5.9 **SOCCCD: Transfer of Budget Appropriations.**
Ratify the transfer of budget appropriations as listed.
- 5.10 **SOCCCD: Budget Amendment: Adopt Resolution No.19-11 to Amend FY 2018-2019 Adopted Budget.**
Adopt Resolution No. 19-11 to amend the Adopted Budget as listed.

- 5.11 **SOCCCD: March-April 2019 Change Orders/Amendments.**
Ratify the change orders/ amendments as listed.
- 5.12 **SOCCCD: Purchase Orders and Checks.**
Ratify the purchase orders and checks as listed.
- 5.13 **SOCCCD: Contracts.**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **Saddleback College and Irvine Valley College: Student Government Tentative Budgets FY 2019-2020**
Approve the FY 2019-2020 tentative student government budgets as listed.
- 6.2 **SOCCCD: California Community College Chancellor's Office (CCCCO) Local Vision Goal Setting**
Approve the local vision goals for Irvine Valley College and Saddleback College.
- 6.3 **SOCCCD: Annual Approval for Student Trustee to Receive Compensation and to Make/Second Motions for Board Meetings**
Approve compensation for the Student Trustee; allow the student trustee to make and second motions; and approve the term commencement date of May 15.
- 6.4 **Saddleback College and Irvine Valley College: Student Equity Plans**
Approve the 2019-2022 Student Equity Plans for Saddleback College and Irvine Valley College.
- 6.5 **Saddleback College: Regional Strong Workforce Program Amended Participation Agreement**
Approve the reduction of the regional Strong Workforce Program participation agreement for the Vertical Sector Lead: Allied Health project, by \$149,000 for the same term of July 1, 2017 to December 31, 2019.
- 6.6 **SOCCCD: Saddleback College, Vocational Cosmetology and Cosmetician (Esthetician) Education Services Agreements, Amendments**
Approve the Vocational Cosmetology and Cosmetician Education Services Agreements with Santa Ana Beauty Academy, Inc., New America Beauty Education Corp., DBA Hair California Beauty Academy, Saddleback Beauty Academy, Inc., and Advance Beauty College, Inc. from July 1, 2019 through June 30, 2024 for an estimated spend of \$1,500,000 per year, subject to increase with program growth.

- 6.7 **SOCCCD: Saddleback College Community Education, Emeritus Institute, and K-12 Partnerships Memorandum of Understanding with Saddleback Valley Unified School District (SVUSD).**
Approve the Memorandum of Understanding with the Saddleback Valley Unified School District for a total of \$241,182.82 for the upgrade of classroom technology and furniture.
- 6.8 **SOCCCD: Saddleback College Community Education, Emeritus Institute, and K-12 Partnership Facility Use Agreement with Saddleback Valley Unified School District (SVUSD) Amendment No. 01.**
Approve the Facility Use Agreement Amendment No. 01 with the Saddleback Valley Unified School District for the use of facilities from May 21, 2019 through June 30, 2023 to include custodial services for a not to exceed value of \$200,000 and for any additional costs related to District requested property improvements as incurred through the term of the amendment.
- 6.9 **SOCCCD: Instruction Services Agreement: Customized Not-for-Credit Training for Amazon.com Services Inc.**
Approve the instruction services agreement with Amazon.com Services Inc. for the period of May 21, 2019 through April 30, 2020 to provide customized, not-for-credit training for revenues not to exceed \$482,608.
- 6.10 **SOCCCD: Grant Award, Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Subaward Issuance to Stanford University**
Approve the revised subaward agreement with Stanford University for \$653,400 over five years under Saddleback College's NSF Cooperative Agreement award HRD-1834628.
- 6.11 **SOCCCD: Authorize the Purchase of Cisco Network Equipment, Warranty of Hardware, Maintenance, Repair Services, Software, and Software Maintenance, ePlus Technology, Inc.**
Approve the use of California Multiple Award Schedule Contract No. 3-08-70-1633T, Supplement No. 8 as awarded to ePlus Technology, Inc. for the purchase of Cisco network equipment, warranty of hardware, maintenance, repair services, software, and software maintenance, ePlus Technology, Inc.
- 6.12 **SOCCCD: Contract for Information Technology Consultancy, Gartner, Inc.**
Approve the agreement with Gartner, Inc., for an amount of \$354,900 for the term July 1, 2019 through June 30, 2022.
- 6.13 **SOCCCD: Board Policy Revision: BP-1311 Civic Center and Other Facilities Use, BP-3453 Emergency Operations Plan, BP-3502 Campus Police and Safety Services, BP-3517 Student Organizations at Off-Campus Locations, BP-3600 Disposition of District Property, BP-3610 Auxiliary Organizations, Including Foundations, BP-4008 Fingerprinting of Personnel, BP-4014 Electronic Communication, BP-4083 Vacation Leave for Management Personnel, BP-4111 Professional Growth and Development Leave for Administrators and Classified Managers, BP-5608**

Student Fee Refunds, BP-5700 Intercollegiate Athletics

Accept for review and study the board policies as listed.

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

Ratify Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Resignation/Retirement/Conclusion of Employment.

6.15 SOCCCD: Faculty Conversion to Canvas One-Time Stipends

Ratify Additional Compensation: Canvas Conversion-General Fund.

6.16 SOCCCD: Classified Personnel Actions – Regular Items

Ratify New Personnel Appointments, Authorization to Eliminate (a) Classified Position(s) and/or Position Number(s), 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), Out of Class Assignments for Positions that are Temporarily Available Due to Leaves of Absence, etc., Resignation/Retirement/Conclusion of Employment.

6.17 SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items

Ratify New Personnel Appointments, and Volunteers.

6.18 SOCCCD: Equal Employment Opportunity (EEO) Plan 2019 - 2022

Approve the SOCCCD Equal Employment Opportunity Plan, designed to communicate the importance of diversity in the workplace and eliminate barriers to equal employment opportunities.

6.19 SOCCCD: Destruction of Class 3 Disposable Records

Approve destruction of Class 3 disposable records in compliance with code.

6.20 SOCCCD: Adjourn July 29, 2019 Regular Meeting of the Board of Trustees to July 15, 2019

Approve request to adjourn July 2019 Regular meeting to July 15, 2019, in accordance with California Government Code Section 54955.

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 April 30, 2019.
- 7.5 **SOCCCD: Quarterly Investment Report.**
Report for period ending March 31, 2019.
- 7.6 **SOCCCD: Pension Stabilization Trust Fund.**
Report for the period ending March 31, 2019.
- 7.7 **SOCCCD: Retiree (OPEB) Trust Fund.**
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: Saddleback College and Irvine Valley College: Student Government
Tentative Budgets FY 2019-2020

ACTION: Discussion

BACKGROUND

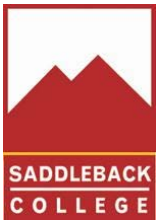
The Saddleback College Associated Student Government (ASG) and Associated Students of Irvine Valley College (ASIVC) have developed their tentative budgets for FY 2019-2020. During the spring semester 2019, the Saddleback College ASG tentative budget was ratified by the ASG Board of Directors. During the spring semester 2019, the ASIVC tentative budget was ratified by ASIVC, reviewed by the Budget Development and Resource Planning Committee, and reviewed by the Strategic Planning and Accreditation Council. Funding for the budgets is derived from the sale of student government stickers and stamps (student activity fee) as well as bookstore and food service commissions. The budgets were established to provide funding for co-curricular programs, scholarships, student initiatives, and student activities, including student clubs.

STATUS

The Saddleback College ASG tentative budget for FY 2019-2020 and the Irvine Valley College ASIVC tentative budget for FY 2019-2020 are being submitted this month for approval. The adopted budgets will be brought to the Board in August and will include actual beginning fund balances and a detail budget of grants/allocations.

Representatives from Irvine Valley College and Saddleback College will present the tentative budgets to the Board of Trustees.

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



Associated Student Government FY 2019-2020 Tentative Budget Presentation

SOCCCD Board of Trustees
May 20, 2019

Presented by:
Perry Meade, ASG President
Jake Rybczyk, ASG Director of Budget and Finance and
President-Elect



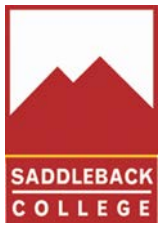
Budget Highlights

- \$150,000 in beginning balance due to unused funds from Fiscal Year 2018-2019
- \$125,000 projected in Stamp Sales; ASG transitioned to an opt-out fee in 2018-2019 that yielded a larger increase in sales than anticipated; we anticipate close to a similar amount in FY 2019-2020.
- Contracted revenue is based on bookstore and food service which includes the cafeteria, coffee carts, and vending. ASG receives 40.72% of contracted services revenue (59.28% is deposited in the SC general fund).
 - \$223,960 (40.72% of \$550,000)
 - \$29,318 (40.72% of \$72,000; total is derived from 12 months - Cafeteria @ \$4,000/mo, The Drip Coffee @ \$1,600/mo and vending @ \$400/mo)
- Committed to donate at least 20% of total sources of funds, after taking out the emergency reserve, to scholarships
 - Child Development Center Scholarships
 - Foundation General Scholarships
 - Financial Aid Book Scholarships
 - Promise Program



Tentative Budget Chart

Sources and Uses of Funds	FY 2018-2019 Adopted	FY 2019-2020 Tentative	Change	Note
Sources of Funds				
<i>Beginning Balance</i>	177,501	150,000	-27,501	A
<i>Revenue:</i>				
Bookstore Contract	201,564	223,960	22,396	B
Cafeteria/Coffee Cart/Vending	29,318	29,318	0	
Stamp Sales	75,000	125,000	50,000	D
Total Sources of Funds	483,383	528,278	44,895	E
Uses of Funds				
Campus Life	72,960	112,170	39,210	F
Co-Curricular Programs	50,350	47,175	-3,175	F
ASG Operations	15,500	21,000	5,500	F
ASG Operations (Personnel, Non-Discretionary)	114,128	114,845	717	F
Student Support	92,967	74,950	-18,017	F
Scholarships	89,095	115,876	26,781	G
Emergency Reserve	48,383	42,262	-6,121	H
Total Uses of Funds	483,383	528,278	44,895	E
A. Beginning balance from unused funds from FY 2018-2019				
B. Bookstore revenue will remain stable for FY 2019-2020; in FY 2018-2019 we anticipated a decrease in revenue that did not occur				
C. Dining services will remain stable for FY 2019-2020				
D. ASB Stamp revenue has increased due to the new Opt-Out initiated in FY 2018-2019; actual revenue exceeded expected amount from FY 2018-2019 adopted budget				
E. Total Sources of Funds increased due to increased stamp and contracted revenue				
F. Variances in some categories changed due to new programs funded through division funding cycle and increased revenue to allocate more items				
G. Scholarships reflect at least 20% of the budget after emergency reserve is removed; increased due to revenue and stamp sales increases				
H. Emergency reserve reflects 8% of the Sources of Funds				



FY 2018-2019 ASG Highlights

Civic Engagement

- Worked with the Pre-Law Society to host a candidate forum featuring, local, state and federal politicians.
- Registered over 1,000 students to vote through our, “Don’t Ghost the Vote”. Had 315 individuals vote during the on campus polling event.

Non Academic Barriers

- Created the ASG Affordable Housing Committee.
- Conducted the Saddleback College Housing and Needs Survey.
- Attended Real #114 Housing & Food Insecurities at Compton College.
- Worked with OCTA on potential programs and advertising of OCFlex.

Advocacy

- Attended the General Assembly for the Student Senate for California Community Colleges.
- Received \$5,500 in grant money from Pepsi to purchase 5 additional water bottle refill stations for campus.
- Passed a resolution in support of undocumented students.
- Lobbied members of the California State Legislature on SB 291 and AB 2.





IRVINE VALLEY
COLLEGE



Associated Student of Irvine Valley College (ASIVC)

FY 2019 - 2020
Tentative Budget Presentation
Board of Trustees
May 20, 2019

Presented by:

Matt Rosborough: 2018-2019 ASG of IVC President

Ian Rennie: 2018-2019 ASG of IVC Vice President of Budget & Finance

Rochelle Child: 2018-2019 Inter-Club & Co-Curricular Council (I4C) Vice
President of Budget & Finance

ASIVC Budget Highlights FY 2019-2020

Budgeted: **\$840,000** for FY 2019-2020

- PROJECTED \$160,000 beginning balance (As of 4/9/19, beginning balance is \$307,283)
- PROJECTED \$140,000 ASIVC ACCESS
 - Increase in sales from \$55,000 to \$120,000 (with implementation of opt-out) in FY 2018-2019
- CONTRACTED \$450,000 Bookstore Commissions
 - Year 3 of 5 year contract
- CONTRACTED \$90,000 Cafeteria Commissions
 - Year 5 of 5 year contract

ASIVC Budget FY 2019 - 2020

Sources and Uses of Funds	FY 2018-2019 Adopted Budget	FY 2019-2020 Tentative Budget	Notes:
ESTIMATED REVENUE			
Beginning Fund Balance	\$158,114	\$160,000	a
ASIVC ACCESS Sales	\$120,000	\$140,000	b
Bookstore Commissions	\$450,000	\$450,000	
Cafeteria Commissions	\$90,000	\$90,000	
Total Sources of Funds	\$818,114	\$840,000	
By Category:			
Club Additional Support	\$7,050	\$14,300	c
Co-Curricular Programs	\$98,300	\$100,800	c
Campus Departments (Including Foundation Scholarships)	\$234,370	\$269,700	c
ASG of IVC and I4C	\$101,370	\$83,376	d
Student Activities Center: Student Life	\$296,024	\$287,824	d
Contingency Funds/Mid Year Requests	\$81,000	\$84,000	e
Total Uses of Funds	\$818,114	\$840,000	

- a. Projected beginning balance is based on the current balance as of April 2019 and anticipated expenditures.
- b. Projected increase in ASIVC Access Sales due to more purposeful marketing during registration and new summer programming schedule.
- c. Provided additional funds to all recipients due to increased costs in goods and services.
- d. ASG of IVC reduced their conference travel costs to allocate more funding to clubs and co-curricular programs.
- e. Increase due to the required 10% minimum in contingency funds.

ASIVC Accomplishments FY 2018-2019

SERVICES and ACTIVITIES: Specific initiatives to address students' non-academic barriers:

- o ASIVC Campus Forum on Student Safety.
- o ASG Student Senators served as Peer Mentors to the inaugural IVC Promise program (100+ students).
- o Monthly Lavender Chats (Pride Scholars), Healing Circle (DREAM Scholars), Kitchen Table Conversations (EFAIR)
- o Successful implementation of the TeVeannah Smith Emergency Fund; Emergency Textbook Scholarship and Lending Library are underway.
- o Additional \$20,000 in student scholarships for Veterans, Foster Youth, Undocumented, Re-Entry, LGBTQIA+, and Students with Food and Housing Insecurities
- o Working with OCTA on potential programs to reduce transportation costs with ASIVC ACCESS.

STUDENT LEADERSHIP DEVELOPMENT/EQUITY CULTURAL COMPETENCIES:

- o Over 250 student leaders participated in seven day pre-fall training (August) and eight ongoing monthly student leadership development meetings.
- o Topics included Equity Student Leadership Advocacy Modules (E-SLAM) training for student leaders on Food and Housing Insecurities, Cultural Competency and Mental Health Ally Certification.
- o Increase in student-led clubs from 20 to 35 (57% increase).
- o Retention rate of student leaders of 94% from Fall 18 to Spring 19 with an average Fall semester GPA of 3.27.

FACILITIES and TECHNOLOGY:

- o Opened the Student Activities Center in July 2018: includes leadership offices, reflection room, computer room, games room and community garden.
- o Final approval of a Mascot Identification Process and campus-wide workgroup.
- o Development and facilitation of Student Activities Center User Survey (November 2018).

FISCAL MANAGEMENT: We met our goal for ASIVC Access sales.

- o Purposeful marketing and outreach to students facilitated the ASG of IVC to meet their ASIVC ACCESS goals.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

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

ACTION: Discussion/Presentation

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, and 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

Representatives from District Services, Saddleback College and Irvine Valley College will present information on the Local District Goal Setting for Vision for Success.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

California Community Colleges Vision for Success

Irvine Valley College
&
Saddleback College

**SOCCCD Board of Trustees' Meeting
May 20, 2019**

Presented by:
Jennifer Klein, Saddleback College
Loris Fagioli, Irvine Valley College
Denice Inciong, District Services



Vision for Success Goals 2022

1. Increase by at least **20%** the number of CCC students annually who acquire associates degrees and certificates.
2. Increase by **35%** the number of CCC students ***transferring annually to a UC or CSU***
3. Decrease the average number of units accumulated by CCC students earning associate's degrees, from approximately 87 total units to **79 total units**.
4. Increase the percent of exiting **CTE students** who report being employed in their field of study, from the most recent statewide average of 60% to an improved rate of **69%**
5. Reduce equity gaps (underrepresented student groups) across all of the above measures by **40%** within 5 years and fully closing those achievement gaps within 10 years



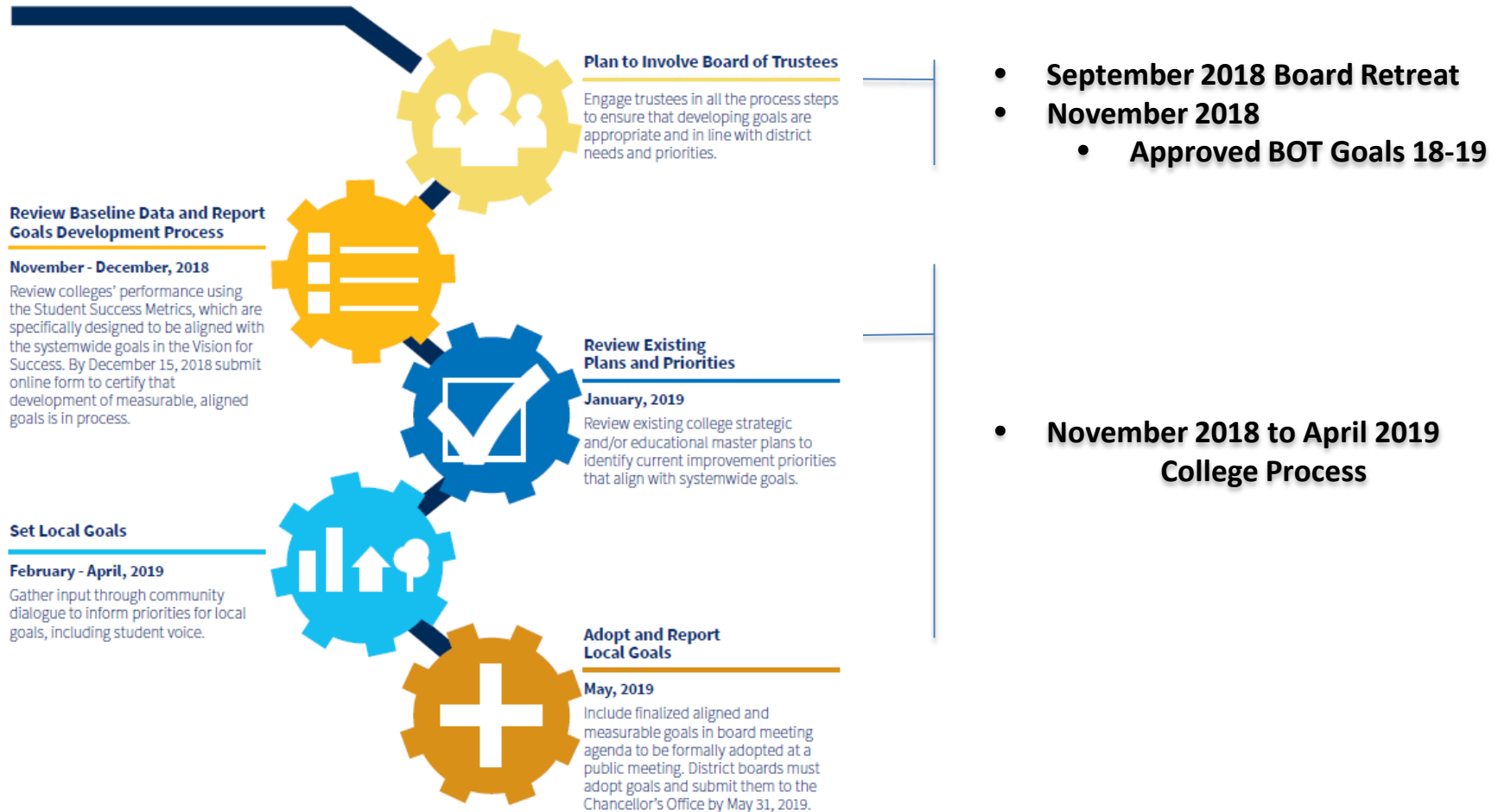
Board of Trustees' Annual Goals 2018-2019

- 1. Increase by at least 5% the number of SOCCCD students who acquire associate degrees, credentials, certificates or specific skill sets that prepare them for an in-demand job.**
- 2. Increase by 8% the number of SOCCCD students transferring to 4-year colleges or universities.**
- 3. Increase the percent of exiting CTE students who report being employed or advanced in their field of study.**
- 4. Decrease the average number of units accumulated by SOCCCD students earning their associates degrees by at least 3%.**
- 5. Research and identify equity gaps and report back to the Board on a plan to reduce achievement gap(s).**
6. Maintain life-long learning and emeritus program enrollment at (at least) current levels.
7. Research and identify non-academic barriers and report findings to the Board on strategies to address these barriers.
8. Review the current status of ATEP for the purpose of establishing measurable goals.



Process for Local District Goal Setting 2018-19

These are the recommended steps for each California Community College district to take in developing college-level goals that align with the systemwide goals in the Vision for Success, are measurable numerically, and specify a timeline for improvement.





Saddleback College & Irvine Valley College Process

Annualized goals based on:

- Board of Trustee Goals
- Statewide Goals
- State Chancellor Memo 11/5/19
 - goal are ambitious, aggressive, aspirational
- Key focus areas for colleges
- Consensus via governance groups

Key Takeaways:

- Integration and dialogue across the district
- Foundational to strategic planning and master planning
- Amenable to review and realignment (State CO encouraged)
- Future adjustments may occur in Student Success Metrics



Vision for Success Goal for 2022 Alignment

	CCCCO Vision for Success	Board of Trustees 18-19 Goals	Saddleback	Irvine Valley
#1 Completion	Increase by 20%	20% or higher (5% for first year)	+20%	+20%
#2 Transfer	Increase by 35%	35% or higher (8% first year with private 4-year)	+35%	+35%
#3 Average Units	Decrease to 79 units (-9%)	Decrease to 79 units (-14%)	72 units (-20%)	79 units (-8%)
#4 Workforce				
Earnings	-		\$31.8k (+5%)	-
Living Wage	-	Increase CTEOS	48% (+20%)	-
Field of study	76% (+9%)	participation	78% (+20%)	76% (+13%)
#5 Equity	-40% gap	Research Equity Gaps	-40% gap Hispanic/Latino Low Income	-40% gap Multiple groups depending on outcome



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

Discussion/Questions?

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

Minutes from:

April 22, 2019 Regular Meeting of the Board of Trustees (Exhibit A)
are submitted to the Board for review and approval.

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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING
April 22, 2019**

PRESENT

Members of the Board of Trustees:

T.J. Prendergast, III, President
Timothy Jemal, Vice President
Barbara J. Jay, Member
David B. Lang, Member
Marcia Milchiker, Member
Terri Whitt, Member
Evelyn Hoang, Student Member

ABSENT

James R. Wright, Clerk
Robert Bramucci, Vice Chancellor, Technology and Learning Services
Cindy Vyskocil, Vice Chancellor, Human Resources

Administrative Officers:

Kathleen F. Burke, Chancellor
Ann-Marie Gabel, Vice Chancellor, Business Services
Elliot Stern, President Saddleback College
Glenn Roquemore, President Irvine Valley College

CALL TO ORDER: 5:00 P.M.

Trustee Prendergast called the meeting to order and announced that District's legal counsel, Randall Erickson, will be serving as the agency designated negotiator during closed session for the District.

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.

There were no public comments.

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)

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

— There were no 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

Four speakers addressed the Board. One public comment in recognition of Denim Day and Sexual Assault Awareness Week at Irvine Valley College from Monday, April 22 to Friday, April 26. As well as recognition of Nancy Montgomery's advocacy efforts and contributions to the Statewide Study of Veteran's Students in California Community Colleges and her commitment to comprehensive services offered to veteran students at Irvine Valley College.

One public comment regarding the 2018 Statewide Study on the State of Veteran Students in California Community Colleges as well as for the support of the Veterans Services Center at Irvine Valley College.

One public comment commending the Board for their commitment and recognition of Earth Day.

One public comment from Associate Students for IVC (ASIVC) Senator, regarding the \$1 student health fee increase.

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

Written Report

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

Irvine Valley College Written Report

Saddleback College Written Report

D. Associated Student Government Reports

E. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

4.1 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.

Item 4.1
PowerPoint Presentation

Jennifer Klein, Director of Research, Planning and Accreditation at Saddleback College, and Loris Fagioli, Director of Research, Planning and Accreditation at Irvine Valley College presented the Student Equity 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.

Item 4.2
PowerPoint Presentation

Kim McCord, Executive Director, Fiscal Services/Comptroller, presented the Basic Aid Allocation Recommendation for FY 2019-2020.

5.0 **CONSENT CALENDAR ITEMS**

Trustee Prendergast requested to remove item 5.2 and Trustee Jemal requested to remove item 5.4 and 5.9 from the consent calendar for separate discussion and action.

On a motion made by Trustee Jay and seconded by Trustee Lang, the balance of the consent calendar was approved on a 6 to 0 vote with Trustee Wright absent.

- 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.

Item 5.1
Exhibits A-B

- 5.2 SOCCCD: Resolutions

Item 5.2

Resolution 1. Evelyn Hoang, Student Trustee

Resolution 2. Classified Employee Week, May 19-25, 2019

Resolution 3. Dr. Mike Hoggatt, Professor of the Year, Saddleback College

4. Rafaella Baker, Associate Professor of the Year, Saddleback College

Resolution

5. Fleur Fong, Emeritus Professor of the Year, Saddleback College

Resolution

6. Benjamin Mis, Professor of the Year, Irvine Valley College

Resolution

7. Mohamad Youssef, Associate Professor of the Year, Irvine Valley College

Resolution

8. Ida Stuart, Emeritus Professor of the Year, Irvine Valley College

Resolution

9. Community College Awareness Month

Resolution

10. Day of Remembrance: Armenian Genocide

Resolution

11. Denim Day: Sexual Assault Awareness

Resolution

12. Earth Day

Resolution

Student Trustee Hoang was recognized with a commemorative plaque and resolution for her one year term as a board member. The honorees will accept their board resolutions and will be recognized for their achievements at their respective college campus.

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

- 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.

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](#)

A motion was made by Trustee Jemal and seconded by Trustee Lang, to divide the item and separate the honorarium for Saddleback College speaker, Tara Westover, from the rest of the item. The motion was approved on a 5 to 1 vote with Trustee Wright absent and Trustee Whitt casting a negative vote.

On a motion made by Trustee Lang and seconded by Trustee Jay, the balance of the agenda item was approved on a 6 to 0 vote with Trustee Wright absent.

On a motion made by Trustee Milchiker and seconded by Trustee Lang, the honorarium for Saddleback College speaker, Tara Westover, was approved on a 4 to 2 vote with Trustee Wright absent and Trustees Jay and Jemal casting negative votes.

- 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.

[Item 5.5](#)

[Exhibit A](#)

- 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.

[Item 5.6](#)

[Exhibits A-B](#)

- 5.7 Saddleback College: Additional Summer 2019 Community Education Programs

Approve the Community Education courses, presenters, and compensation

[Item 5.7](#)

[Exhibit A](#)

- 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

[Item 5.8](#)

[Exhibit A](#)

[5.9](#) [SOCCCD: State and Federal Legislative Priorities](#)

Approve state and federal legislative priorities to focus advocacy efforts in 2019.

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

On a motion made by Trustee Jemal and seconded by Trustee Jay, minor corrections were made to the exhibit and the revised version is posted online. The item was approved on a 6 - 0 vote with Trustee Wright absent.

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.

[Item 5.10](#)
[Exhibits A-C](#)

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.

[Item 5.11](#)
[Exhibits A-B](#)

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

[Item 5.12](#)
[Exhibit A](#)

5.13 SOCCCD: Budget Amendment: Adopt Resolution No.19-09 to Amend
FY 2018-2019 Adopted Budget.
Adopt Resolution No. 19-09 to amend the Adopted Budget as listed.

[Item 5.13](#)
[Exhibit A](#)

5.14 SOCCCD: April 2019 Change Orders/Amendments
Ratify the change orders/ amendments as listed.

[Item 5.14](#)
[Exhibit A](#)

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

[Item 5.15](#)
[Exhibits A-C](#)

5.1 SOCCCD: Contracts.

Ratify contracts as listed.

[Item 5.16](#)

[Exhibits A-C](#)

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.

[Item 6.1](#)

[Exhibit A](#)

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

6.2 [SOCCCD: 2020-2021 Academic Calendar](#)

Approve the proposed Academic Calendar for 2020-2021.

[Item 6.2](#)

[Exhibits A-B](#)

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

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.

[Item 6.3](#)

[Exhibits A-C](#)

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

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.

[Item 6.4](#)

[Exhibits A-B](#)

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

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.

Item 6.5
Exhibits A-B

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

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.

Item 6.6
Exhibit A

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

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.

Item 6.7

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

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.

Item 6.8

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

- 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.

Item 6.9
Exhibits A-N

On a motion made by Trustee Lang and seconded by Trustee Jemal, the board voted to divide the item. Motion carried on a 6 - 0 vote with Trustee Wright absent.

On a motion made by Trustee Jemal and seconded by Trustee Jay, the balance of the Board Policy revisions were approved on a 6 - 0 vote with Trustee Wright absent.

On a motion made by Trustee Jemal and seconded by Trustee Jay, Board Policy 1500 was approved on a 5 - 1 vote with Trustee Wright absent and Trustee Lang casting a negative vote.

- 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.

Item 6.10
Exhibits A-B

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

- 6.11 SOCCCD: Faculty Conversion to Canvas One - Time Stipends

Ratify Additional Compensation: Canvas Conversion-General Fund.

Item 6.11
Exhibit A

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

- 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.

[Item 6.12](#)
[Exhibit A](#)

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

[6.13 SOCCCD: Non-Bargaining Unit Personnel Action - Regular Items](#)

Ratify New Personnel Appointments, Volunteers.

[Item 6.13](#)
[Exhibit A](#)

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

[6.14 SOCCCD: Faculty Association \(FA\) Master Agreement](#)

Approve the 3-Year Master Agreement.

[Item 6.14](#)
[Exhibits A-C](#)

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

Extend the meeting until 9:30 p.m. if needed.

At 8:50 p.m., a motion was made by Trustee Jemal and seconded by Trustee Lang to extend the meeting to 9:30 p.m. The extension of the meeting was approved on a 6-0 vote with Trustee Wright absent.

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

None

Item 7.2

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 March 31, 2019.

Item 7.4

Exhibit A

7.5 SOCCCD: Retiree (OPEB) Trust Fund.

Report for period ending February 28, 2019.

Item 7.5

Exhibit A

7.6 Basic Aid Report.

Report for period ending March 31, 2019.

Item 7.6

Exhibit A

7.7 SOCCCD: Quarterly Financial Status Report

Report for period ending March 31, 2019.

Item 7.7

Exhibit A

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

Item 8.0

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 9:24 in memory of Irvine Valley College Professor Colin McCaughey.



Kathleen F. Burke
Secretary, Board of Trustees

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: Resolutions
ACTION: Approval

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 three resolutions being submitted to the board for approval this month.

1. Lois Schwartz, Classified Employee Outstanding Service Award, District Services
2. Craig Connor, Outstanding Classified Employee of the Year, Saddleback College
3. Rachel Manders, Outstanding Classified Employee of the Year, Irvine Valley College

Each of the above honorees were selected by their respective work locations and honored at the CSEA Classified Staff Development Day Lunch on March 20, 2019.

RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

May 20, 2019

Lois Schwartz

District Services Classified Employee of the Year

WHEREAS, Lois Schwartz, a Contracts Specialist for Procurement and Risk Management in the Business Services Department has served District Services since 2016; and

WHEREAS, Lois Schwartz is responsible for all district-wide contracts and works diligently to collaborate with everyone by responding to inquiries and providing excellent customer service; and

WHEREAS, the work of Lois Schwartz spans across the district by supporting both colleges and serving as a liaison between the district, contractors, and outside suppliers; and

WHEREAS, the colleagues of Lois Schwartz say that Lois is a tremendous asset not only to Procurement and Risk Management, but to the organization as a whole. Her commitment and tireless efforts in her role and determination to get the job done is absolutely inspiring and she is every contract requestor's champion; and

WHEREAS, Lois Schwartz's direct supervisor says that Lois is an outstanding professional, truly dedicated to customer support with a goal of improving and making the contracts process more efficient; and

WHEREAS, Lois Schwartz is respected and admired by her colleagues and has clearly demonstrated strong leadership among classified employees, managers, and administrators alike; now, therefore

BE IT RESOLVED, that the Board of Trustees of the South Orange County Community College District does hereby commend and congratulate Lois Schwartz for her outstanding dedication to District Services and well-deserved recognition as the District Services Classified Employee of the Year.

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

Martha Uriarte, Student Member

Kathleen F. Burke, Chancellor



RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
May 20, 2019

Craig Connor

Saddleback College Classified Employee of the Year

WHEREAS, Craig Connor, an Admissions and Records System Specialist since 2009, was named Saddleback College's Classified Employee of the Year; and

WHEREAS, Craig Connor is responsible for all data processing of sensitive student information, and provides training, problem solving, and support to fellow staff members; and

WHEREAS, Craig Connor takes on the responsibility of ordering and maintaining office equipment, setting up laptops, repairing printers, and serving as a liaison between the Admissions and Records Office and Saddleback College Technology Services; and

WHEREAS, Craig Connor is a wealth of knowledge who consistently provides assistance to staff on problems related to MySite, CCC Apply, transcripts, document imaging, and Cisco Finesse, and also troubleshoots these platforms as needed to get them up and running again; and

WHEREAS, Craig Connor has demonstrated strong leadership among his fellow classified employees by serving as the Saddleback College Classified Senate president for three years, and currently as a board member and Southeast Area Representative on the California Community Colleges Classified Senate Board. His involvement on various district and college committees further prove his dedication to the college and the students we serve; therefore

BE IT RESOLVED, that the Board of Trustees of the South Orange County Community College District does hereby commend and congratulate Craig Connor for his outstanding dedication to Saddleback College and well-deserved recognition as Saddleback College's Classified Employee of the Year.

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

Martha Uriarte, Student Member

Kathleen F. Burke, Chancellor



RESOLUTION

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
May 20, 2019

Rachel Manders

Irvine Valley College Classified Employee Outstanding Service Award 2018-2019

WHEREAS, Rachel Manders has been with the college for nearly 12 years and her colleagues describe her as extremely smart and passionate at what she does, showing professionalism and always taking time out of her busy schedule to train and teach others; and

WHEREAS, Rachel Manders is always willing to collaborate with others and provide transparency and open communication with her colleagues; and

WHEREAS, Rachel Manders is very active in participatory governance, serving as a member of the Guided Pathways Workgroup in addition to the Los Angeles Orange County Regional Consortium Strong Workforce committee, and co-chairing the Career Technical Education task force; and

WHEREAS, Rachel Manders, as a Communications Officer of the IVC Executive Cabinet for the Classified Senate, has established regular and effective communication processes within the organization; and

WHEREAS, Rachel Manders was instrumental in IVC's designation as Asian American and Native American Pacific Islander-Serving Institution; coordinated securing an Institutional Effectiveness Partnership Initiative / Partnership Resource Team grant; secured two National Science Foundation grants; a \$500,000 Optics, Photonics, and Lasers Technical Education Curriculum Development Project award; the UC Irvine Pathways to Engineering collaborative award for \$1.5 million in scholarships; 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 Rachel Manders with the Irvine Valley College Classified Employee Outstanding Service Award for 2018-2019.

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

Martha Uriarte, Student Member

Kathleen F. Burke, Chancellor



TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College: New, Revised, and Deleted Curriculum for the 2019-20 and 2020-21 Academic Years

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 and 2020-21 academic years. Exhibit A includes revised courses and Exhibit B includes revised programs for academic year 2019-20. Exhibit C includes new, revised, and deleted courses and Exhibit D includes new programs for academic year 2020-21. The new, revised, and deleted 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 and 2020-21 academic years at Saddleback College as listed in Exhibits A, B, C, and D.

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
FAMT	ART 140	90010.05	BEG GRAPHIC DESIGN	SAM code fr <u>E</u> to <u>D</u> , cat desc, lrng obj, assign
FAMT	ART 142	90040.05	PACKAGE DESIGN	SAM code fr <u>E</u> to <u>C</u> , cat desc, sch desc, tps, assign, txt
FAMT	ART 240	90020.05	INTERM GRAPHIC DESIGN	SAM code fr <u>E</u> to <u>C</u> , cat desc, sch desc

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

Current

Global Business Associate of Science

Technology and international commerce have redefined business in a global context. The Global Business program prepares students for careers in international business and industries that deal with international trade and global markets. The program focuses on the dynamics of international organization, environments, trade, language, socioeconomic and cultural forces, political and legal issues, import/export processes and regulations, and emerging global markets. Completion of the recommended electives demonstrates global competencies in international business. Elective courses provide specialized areas of study.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Describe global business concepts, principles, and development of successful global business strategies.
- Identify the fundamentals of legal systems, and social, ethical, and political forces affecting the development and operation of international businesses.
- Describe the functions of business in society including the major concepts related to business ownership and the factors that influence them; competition and marketing; and the systems, technologies, and operational controls through which business organizations operate.
- Communicate effectively with people from various cultures in various business contexts.

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
Required Core (specify total units 18-19)		
BUS 1	Introduction to Business	3
Or		
BUS 1H	Honors Introduction to Business	3
BUS 13	Legal Environment & Business Law	3
BUS 103	Business English	3
Or		
ENG 1A*	Principles of Composition	
Or		
ENG 1AH*	Principles of Composition Honors	4
BUS 104*	Business Communication	3
BUS 150	International Business	3
BUS 260	Survey of Exporting and Importing	3
	Restricted Electives:	6
	Total Units for the Major:	24-25

Restricted Electives: 6 Units – Any one of the following courses

BUS 102	Oral Business Communications	3
BUS 105	Social Media Marketing	
Or		
BUS 109	eCommerce Marketing	3
BUS 106	Legal Aspects of Entrepreneurship	2
BUS 107	Innovation and New Product Development	3
BUS 108	Social Entrepreneurship	3
BUS 111	Business Sustainability Strategies: People, Planet, Profit	3
BUS 120	Business Management	3
BUS 135	Marketing	3
BUS 137	Professional Selling Fundamentals	3
BUS 160	Entrepreneurship	3
COMM 20	Intercultural Communication	3
CWE 180	Cooperative Work Experience: Business	1-3

Revised

Global Business Associate of Science

Technology and international commerce have redefined business in a global context. The Global Business program prepares students for careers in international business and industries that deal with international trade and global markets. The program focuses on the dynamics of international organization, environments, trade, language, socioeconomic and cultural forces, political and legal issues, import/export processes and regulations, and emerging global markets. Completion of the recommended electives demonstrates global competencies in international business. Elective courses provide specialized areas of study.

Program Student Learning Outcomes

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- Describe the functions of business in society including the major concepts related to business ownership and the factors that influence them; competition and marketing; and the systems, technologies, and operational controls through which business organizations operate.
- Communicate effectively with people from various cultures in various business contexts.

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
Required Core (specify total units 18-19)		
BUS 1	Introduction to Business	3
Or		
BUS 1H	Honors Introduction to Business	3
BUS 13	Legal Environment & Business Law	3
BUS 103	Business English	3
Or		
ENG 1A*	Principles of Composition	
Or		
ENG 1AH*	Principles of Composition Honors	4
BUS 104*	Business Communication	3
BUS 150	International Business	3
BUS 260	Survey of Exporting and Importing	3
	Restricted Electives:	1-3
	Total Units for the Major:	19-22

Restricted Electives: 1-3 Units – Any one of the following courses

BUS 102	Oral Business Communications	3
BUS 105	Social Media Marketing	
Or		
BUS 109	eCommerce Marketing	3
BUS 106	Legal Aspects of Entrepreneurship	2
BUS 107	Innovation and New Product Development	3
BUS 120	Business Management	3
BUS 135	Marketing	3
BUS 137	Professional Selling Fundamentals	3
BUS 160	Entrepreneurship	3
COMM 20	Intercultural Communication	3
CWE 180	Cooperative Work Experience: Business	1-3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

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

Associate of Science Degree

Completion of all the courses listed above and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the Associate of Science Degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

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

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

Associate of Science Degree

Completion of all the courses listed above and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the Associate of Science Degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

Current
General Education
CSU-GE Certificate of Achievement

Students may earn a Certificate of Achievement in General Education upon completion of a pattern of approved courses intended for transfer. See www.assist.org for additional information.

Program Student Learning Outcomes

Students who complete this program will be able to:

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

California State University General Education Certification (CSU-GE)

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

Course ID	Title	Units
Required Core 39 Units		
Area A: English Language, Communication and Critical Thinking 9 units required. Complete one course in Area A1, A2, and A3.		
A1 Oral Communication		
COMM 1*	Communication Fundamentals	3
Or		
COMM 1H*	Honors Communication Fundamentals	3
COMM 5	Interpersonal Communication	3
A2 Written Communication		
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
A3 Critical Thinking		
ENG 1B*	Principles of Composition II	3
Or		
ENG 1BH*	Honors Principles of Composition II	3
ENG 70*	Reasoning and College Reading	3
PHIL 12*	Introduction to Logic	3
COMM 2*	Persuasion	3
COMM 3*	Argumentation and Debate	3

Area B: Scientific Inquiry and Quantitative Reasoning – 9 units required. Complete one course from Area B1 and one course from Area B2. One course must have a laboratory. #denotes laboratory courses. Complete one Math course from Area B4.

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

Revised
General Education
CSU-GE Certificate of Achievement

Students may earn a Certificate of Achievement in General Education upon completion of a pattern of approved courses intended for transfer. See www.assist.org for additional information.

Program Student Learning Outcomes

Students who complete this program will be able to:

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

California State University General Education Certification (CSU-GE)

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

Course ID	Title	Units
Required Core 39 Units		
Area A: English Language, Communication and Critical Thinking 9 units required. Complete one course in Area A1, A2, and A3.		
A1 Oral Communication		
COMM 1*	Communication Fundamentals	3
Or		
COMM 1H*	Honors Communication Fundamentals	3
COMM 5	Interpersonal Communication	3
A2 Written Communication		
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
A3 Critical Thinking		
ENG 1B*	Principles of Composition II	3
Or		
ENG 1BH*	Honors Principles of Composition II	3
ENG 70*	Reasoning and College Reading	3
PHIL 12*	Introduction to Logic	3
COMM 2*	Persuasion	3
COMM 3*	Argumentation and Debate	3

Area B: Scientific Inquiry and Quantitative Reasoning – 9 units required. Complete one course from Area B1 and one course from Area B2. One course must have a laboratory. #denotes laboratory courses. Complete one Math course from Area B4.

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

GEOG 1	Physical Geography	3	GEOG 1	Physical Geography	3
Or			Or		
GEOG 1H	Honors Physical Geography	3	GEOG 1H	Honors Physical Geography	3
GEOG 1	Physical Geography	3	GEOG 1	Physical Geography	3
And			And		
GEOG 1L*#	Physical Geography Laboratory	1	GEOG 1L*#	Physical Geography Laboratory	1
GEOL 1#	Introduction to Physical Geology	4	GEOL 1#	Introduction to Physical Geology	4
GEOL 2*#	Historical Geology	4	GEOL 2*#	Historical Geology	4
GEOL 3	Geology of California	3	GEOL 3	Geology of California	3
GEOL 4	Natural Disasters	3	GEOL 4	Natural Disasters	3
GEOL 7	Weather and Climate	3	GEOL 7	Weather and Climate	3
GEOL 20#	Introduction to Earth Science	4	GEOL 20#	Introduction to Earth Science	4
GEOL 21	The Solar System	3	GEOL 21	The Solar System	3
GEOL 23#	Environmental Geology	4	GEOL 23#	Environmental Geology	4
MS 4#	Southern California Coastal Ecology	4	MS 4#	Southern California Coastal Ecology	4
MS 20#	Introduction to Oceanography	4	MS 20#	Introduction to Oceanography	4
PHYS 1A*#	Physics with Calculus for Chemistry and Life Sciences I	4	PHYS 1A*#	Physics with Calculus for Chemistry and Life Sciences I	4
PHYS 1B*#	Physics with Calculus for Chemistry and Life Sciences II	4	PHYS 1B*#	Physics with Calculus for Chemistry and Life Sciences II	4
PHYS 2A*#	Introduction to Physics	5	PHYS 2A*#	Introduction to Physics	5
PHYS 2B*#	Introduction to Physics	5	PHYS 2B*#	Introduction to Physics	5
PHYS 4A*#	General Physics	5	PHYS 4A*#	General Physics	5
PHYS 4B*#	General Physics	5	PHYS 4B*#	General Physics	5
PHYS 4C*#	General Physics	5	PHYS 4C*#	General Physics	5
PHYS 20#	The Ideas and Events of Physics	4	PHYS 20#	The Ideas and Events of Physics	4
B2 Biological Science			B2 Biological Science		
ANTH 1	Biological Anthropology	3	ANTH 1	Biological Anthropology	3
Or			Or		
ANTH 1H	Honors Biological Anthropology	3	ANTH 1H	Honors Biological Anthropology	3
ANTH 1	Biological Anthropology	3	ANTH 1	Biological Anthropology	3
And			And		
ANTH 1L*#	Biological Anthropology Laboratory	1	ANTH 1L*#	Biological Anthropology Laboratory	1
BIO 3A*#	General Biology I	5	BIO 3A*#	General Biology I	5
Or			Or		
BIO 3AH*#	Honors General Biology I	5	BIO 3AH*#	Honors General Biology I	5
BIO 3B*#	General Biology II	5	BIO 3B*#	General Biology II	5
Or			Or		
BIO 3BH*#	Honors General Biology II	5	BIO 3BH*#	Honors General Biology II	5
BIO 3C*#	Biochemistry and Molecular Biology	5	BIO 3C*#	Biochemistry and Molecular Biology	5
BIO 4A*#	Principles of Cellular Biology	4	BIO 4A*#	Principles of Cellular Biology	4
BIO 4B*#	Principles of Organismal Biology	4	BIO 4B*#	Principles of Organismal Biology	4
BIO 11*#	Human Anatomy	4	BIO 11*#	Human Anatomy	4
BIO 12*#	Human Physiology	4	BIO 12*#	Human Physiology	4
BIO 15*#	General Microbiology	5	BIO 15*#	General Microbiology	5
BIO 19#	Marine Biology	4	BIO 19#	Marine Biology	4
BIO 20#	Introduction to Biology	4	BIO 20#	Introduction to Biology	4
BIO 22*	Human Genetics	3	BIO 22*	Human Genetics	3
BIO 28*	Plants and Human Affairs	3	BIO 28*	Plants and Human Affairs	3
BIO 30*	Human Biology	3	BIO 30*	Human Biology	3
BIO 31*#	Biology of Plants	4	BIO 31*#	Biology of Plants	4
BIO 40	Evolution	3	BIO 40	Evolution	3
BIO 43*	Animal Behavior	3	BIO 43*	Animal Behavior	3
BIO 113#	Human Anatomy and Physiology	4	BIO 113#	Human Anatomy and Physiology	4
ENV 18#	Introduction to Ecology	4	ENV 18#	Introduction to Ecology	4
ENV 24#	Natural History of California	4	ENV 24#	Natural History of California	4
HORT 20#	Introduction to Horticultural Science	4	HORT 20#	Introduction to Horticultural Science	4
PSYC 3*	Biological Psychology	4	PSYC 3*	Biological Psychology	4
B4 Mathematics			B4 Mathematics		
MATH 2*	Pre-Calculus Mathematics	5	MATH 2*	Pre-Calculus Mathematics	5
MATH 3A*	Analytic Geometry and Calculus	5	MATH 3A*	Analytic Geometry and Calculus	5
Or			Or		
MATH 3AH*	Honors Analytic Geometry and Calculus	5	MATH 3AH*	Honors Analytic Geometry and Calculus	5
MATH 3B*	Analytic Geometry and Calculus	5	MATH 3B*	Analytic Geometry and Calculus	5
MATH 3C*	Analytic Geometry and Calculus	5	MATH 3C*	Analytic Geometry and Calculus	5
MATH 7*	College Algebra	5	MATH 7*	College Algebra	5

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

TA 25	Theatre History – Primitive to Renaissance	3	TA 25	Theatre History – Primitive to Renaissance	3
TA 26	Theatre History – Renaissance to Contemporary	3	TA 110	Chicana(o) Latina(o) Theatre	3
TA 110	Chicana(o) Latina(o) Theatre	3			
C2 Humanities			C2 Humanities		
ARAB 1*	Elementary Arabic	5	ARAB 1*	Elementary Arabic	5
ARAB 2*	Elementary Arabic	5	ARAB 2*	Elementary Arabic	5
ARAB 3*	Intermediate Arabic	5	ARAB 3*	Intermediate Arabic	5
ARAB 4*	Intermediate Arabic	5	ARAB 4*	Intermediate Arabic	5
ARAB 10*	Intermediate Conversational Arabic	3	ARAB 10*	Intermediate Conversational Arabic	3
ARAB 21	Introduction to Arabic Culture	3	ARAB 21	Introduction to Arabic Culture	3
CHI 1*	Elementary Chinese	5	CHI 1*	Elementary Chinese	5
CHI 2*	Elementary Chinese	5	CHI 2*	Elementary Chinese	5
CHI 3*	Intermediate Chinese	5	CHI 3*	Intermediate Chinese	5
CHI 4*	Intermediate Chinese	5	CHI 4*	Intermediate Chinese	5
CHI 21*	Introduction to Chinese Culture and Influence in the U.S.	3	CHI 21*	Introduction to Chinese Culture and Influence in the U.S.	3
COMM 30	Introduction to Oral Interpretation	3	COMM 30	Introduction to Oral Interpretation	3
ENG 3*	Introduction to Creative Writing	3	ENG 3*	Introduction to Creative Writing	3
ENG 4*	Fiction Fundamentals	3	ENG 4*	Fiction Fundamentals	3
ENG 15A*	Survey of American Literature – 1620-1860	3	ENG 15A*	Survey of American Literature – 1620-1860	3
ENG 15B*	Survey of American Literature – 1860-Contemporary	3	ENG 15B*	Survey of American Literature – 1860-Contemporary	3
ENG 17A*	Survey of English Literature – Beowulf to Romantic Movement	3	ENG 17A*	Survey of English Literature – Beowulf to Romantic Movement	3
ENG 17B*	Survey of English Lit – Romantic Movement to the Present	3	ENG 17B*	Survey of English Lit – Romantic Movement to the Present	3
ENG 18*	Shakespeare – The Tragedies	3	ENG 18*	Shakespeare – The Tragedies	3
ENG 19*	Shakespeare – The Comedies	3	ENG 19*	Shakespeare – The Comedies	3
ENG 21A*	World Literature – Ancient to 17 th Century	3	ENG 21A*	World Literature – Ancient to 17 th Century	3
ENG 21B*	World Literature – 17 th Century to Modern Period	3	ENG 21B*	World Literature – 17 th Century to Modern Period	3
ENG 22*	Introduction to Shakespeare	3	ENG 22*	Introduction to Shakespeare	3
ENG 24*	Ethnic Voices in Literature – The American Experience	3	ENG 24*	Ethnic Voices in Literature – The American Experience	3
ENG 25*	Introduction to Literature	3	ENG 25*	Introduction to Literature	3
ENG 27A*	Introduction to the Novel	3	ENG 27A*	Introduction to the Novel	3
Or			Or		
ENG 27AH*	Honors Introduction to the Novel	3	ENG 27AH*	Honors Introduction to the Novel	3
ENG 44*	Classical Mythology	3	ENG 44*	Classical Mythology	3
ENG 52*	The Film as Literature	3	ENG 52*	The Film as Literature	3
ENG 142*	Children's Literature	3	ENG 142*	Children's Literature	3
FR 1*	Elementary French	5	FR 1*	Elementary French	5
FR 2*	Elementary French	5	FR 2*	Elementary French	5
FR 3*	Intermediate French	5	FR 3*	Intermediate French	5
FR 4*	Intermediate French	5	FR 4*	Intermediate French	5
FR 10*	Intermediate Conversational French	3	FR 10*	Intermediate Conversational French	3
FR 21*	Introduction to French Language and Culture	3	FR 21*	Introduction to French Language and Culture	3
GER 1*	Elementary German	5	GER 1*	Elementary German	5
GER 2*	Elementary German	5	GER 2*	Elementary German	5
GER 3*	Intermediate German	5	GER 3*	Intermediate German	5
GER 4*	Intermediate German	5	GER 4*	Intermediate German	5
HEBR 1*	Elementary Hebrew	5	HEBR 1*	Elementary Hebrew	5
HEBR 2*	Elementary Hebrew	5	HEBR 2*	Elementary Hebrew	5
HEBR 3*	Intermediate Hebrew	5	HEBR 3*	Intermediate Hebrew	5
HIST 4	World History to 1500	3	HIST 4	World History to 1500	3
HIST 5	World History since 1500	3	HIST 5	World History since 1500	3
HIST 16	History of the United States to 1876	3	HIST 16	History of the United States to 1876	3
HIST 17	History of the United States since 1876	3	HIST 17	History of the United States since 1876	3
HON 11H*	Honors Culture, Science, Society – The Renaissance	3	HON 11H*	Honors Culture, Science, Society – The Renaissance	3
HON 12H*	Honors Culture, Science, Society – The Post-Modern World	3	HON 12H*	Honors Culture, Science, Society – The Post-Modern World	3
HON 13H*	Honors Culture, Science, Society – Power, Resistance, Empire	3	HON 13H*	Honors Culture, Science, Society – Power, Resistance, Empire	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

HON 14H*	Honors Culture, Science, Society – Trans- Formation of Empire	3	HON 14H*	Honors Culture, Science, Society – Trans- Formation of Empire	3
HON 15H*	Honors Culture, Science, Society – From Philosophy to Science	3	HON 15H*	Honors Culture, Science, Society – From Philosophy to Science	3
HON 16H*	Honors Culture, Science, Society – Natural And Social Science	3	HON 16H*	Honors Culture, Science, Society – Natural And Social Science	3
HUM 1*	Introduction to Humanities	3	HUM 1*	Introduction to Humanities	3
HUM 2*	Origins of Western Culture in Literature	3	HUM 2*	Origins of Western Culture in Literature	3
HUM 3*	The Culture of Medieval and Renaissance Europe 3		HUM 3*	The Culture of Medieval and Renaissance Europe 3	
HUM 21*	The Search for Meaning – Ideas of Self Across Cultures	3	HUM 21*	The Search for Meaning – Ideas of Self Across Cultures	3
HUM 25*	Planet Earth – Contemporary Issues and Controversies	3	HUM 25*	Planet Earth – Contemporary Issues and Controversies	3
HUM 30BH*	Honors Culture, Science, Society B-Power, Resistance, Empire	3	HUM 30BH*	Honors Culture, Science, Society B-Power, Resistance, Empire	3
HUM 30CH*	Honors Culture, Science, Society C – Nature & Politics I3		HUM 30CH*	Honors Culture, Science, Society C – Nature & Politics I3	
HUM 31BH*	Honors Culture, Science, Society B- Transformation of Empire	3	HUM 31BH*	Honors Culture, Science, Society B- Transformation of Empire	3
HUM 31CH*	Honors Culture, Science, Society C – Nature & Politics II	3	HUM 31CH*	Honors Culture, Science, Society C – Nature & Politics II	3
ITA 1*	Elementary Italian	5	ITA 1*	Elementary Italian	5
ITA 2*	Elementary Italian	5	ITA 2*	Elementary Italian	5
ITA 3*	Intermediate Italian	5	ITA 3*	Intermediate Italian	5
ITA 4*	Intermediate Italian	5	ITA 4*	Intermediate Italian	5
ITA 21*	Introduction to Italian Culture	3	ITA 21*	Introduction to Italian Culture	3
JA 1*	Elementary Japanese	5	JA 1*	Elementary Japanese	5
JA 2*	Elementary Japanese	5	JA 2*	Elementary Japanese	5
JA 3*	Intermediate Japanese	5	JA 3*	Intermediate Japanese	5
JA 4*	Intermediate Japanese	5	JA 4*	Intermediate Japanese	5
JA 21*	Introduction to Japanese Culture	3	JA 21*	Introduction to Japanese Culture	3
KOR 1*	Elementary Korean	5	KOR 1*	Elementary Korean	5
KOR 2*	Elementary Korean	5	KOR 2*	Elementary Korean	5
KOR 3*	Intermediate Korean	5	KOR 3*	Intermediate Korean	5
KOR 4*	Intermediate Korean	5	KOR 4*	Intermediate Korean	5
KOR 21*	Introduction to Korean Culture	3	KOR 21*	Introduction to Korean Culture	3
PHIL 1*	Introduction to Philosophy	3	PHIL 1*	Introduction to Philosophy	3
Or			Or		
PHIL 1H*	Honors Introduction to Philosophy	3	PHIL 1H*	Honors Introduction to Philosophy	3
PHIL 2*	History of Ancient Philosophy	3	PHIL 2*	History of Ancient Philosophy	3
PHIL 5*	History of Modern Philosophy		PHIL 5*	History of Modern Philosophy	
PHIL 10*	World Religions	3	PHIL 10*	World Religions	3
PHIL 14*	Philosophy of Religion	3	PHIL 14*	Philosophy of Religion	3
PHIL 15*	Introduction to Ethics	3	PHIL 15*	Introduction to Ethics	3
PORT 1*	Elementary Portuguese	5	PORT 1*	Elementary Portuguese	5
PORT 2*	Elementary Portuguese	5	PORT 2*	Elementary Portuguese	5
PORT 3*	Intermediate Portuguese	5	PORT 3*	Intermediate Portuguese	5
PORT 4*	Intermediate Portuguese	5	PORT 4*	Intermediate Portuguese	5
PORT 21	Introduction to Portuguese and Brazilian Culture	3	PORT 21	Introduction to Portuguese and Brazilian Culture	3
PRSN 1*	Elementary Persian	5	PRSN 1*	Elementary Persian	5
PRSN 2*	Elementary Persian	5	PRSN 2*	Elementary Persian	5
PRSN 3*	Intermediate Persian	5	PRSN 3*	Intermediate Persian	5
PRSN 4*	Intermediate Persian	5	PRSN 4*	Intermediate Persian	5
PRSN 21*	Introduction to Persian Culture	3	PRSN 21*	Introduction to Persian Culture	3
SL 1*	American Sign Language I	4	SL 1*	American Sign Language I	4
SL 2*	American Sign Language II	4	SL 2*	American Sign Language II	4
SL 3*	American Sign Language III	4	SL 3*	American Sign Language III	4
SL 4*	American Sign Language IV	4	SL 4*	American Sign Language IV	4
SPAN 1*	Elementary Spanish	5	SPAN 1*	Elementary Spanish	5
Or			Or		
SPAN 1H*	Honors Elementary Spanish	5	SPAN 1H*	Honors Elementary Spanish	5
SPAN 2*	Elementary Spanish	5	SPAN 2*	Elementary Spanish	5
Or			Or		
SPAN 2H*	Honors Elementary Spanish	5	SPAN 2H*	Honors Elementary Spanish	5

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

SPAN 3	Intermediate Spanish	5
SPAN 4*	Intermediate Spanish	5
SPAN 10*	Intermediate Conversational Spanish	3
SPAN 11*	Advanced Conversational Spanish	3
SPAN 20A*	Civilization of Spain through 1898	3
SPAN 20B*	Civilization of Spain 1898 to Present	3
SPAN 21A*	Civilization of Latin America through 1900	3
SPAN 21B*	Civilization of Latin America 1900-Present	3
SPAN 21C*	Hispanic Culture and Literature in the United States	3

Area D: Social Sciences 9 units required.

Choose three courses from a least two different subjects

ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Honors Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 4	Native American Cultures	3
ANTH 5	Anthropology of Latin America-Culture, Identity, and Power	3
ANTH 6*	Global Issues in Anthropological Perspective	3
ANTH 8	World Prehistory	3
ANTH 9	Introduction to Archaeology	3
ANTH 10	Celtic Cultures	3
ANTH 13	Magic, Witchcraft, and Religion	3
ANTH 15	The World of Primates	3
ANTH 17	The Biological Evolution of Human Nature	3
ANTH 21	Women, Gender, and Culture - Cross-Cultural Perspectives	3
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
CDE 15*	Child, Family, and Community	3
COMM 20	Intercultural Communication	3
CTVR 1	Mass Media and Society	3
ECON 2*	Principles (MACRO)	3
Or		
ECON 2H*	Honors Principles of Macroeconomics	3
ECON 4	Principles (MICRO)	
Or		
ECON 4H*	Honors Principles of Microeconomics	3
ECON 11	International Political Economy	3
ECON 20	The American Economy	3
ENV 1	Introduction to Environmental Studies	3
ENV 6*	Scarcity and Environment	3
ES 1	Multicultural Experiences in the United States	3
ES 3	Introduction to Chicana(o) and Latina(o) Cultures	3
GEOG 2	Cultural Geography	3
Or		
GEOG 2H	Honors Cultural Geography	3
GEOG 3	World Regional Geography	3
GEOG 38	California Geography	3
GLST 1*	Introduction to Global Studies	3
GLST 2*	Global Issues	3
HIST 11	Perspectives of Peace Studies	3
HIST 12	Revolutions and Revolts	3
HIST 15	The Vietnam War	3
HIST 16	History of the United States to 1876	3
HIST 17	History of the United States since 1876	3
HIST 19	United States since 1945	3

SPAN 3	Intermediate Spanish	5
SPAN 4*	Intermediate Spanish	5
SPAN 10*	Intermediate Conversational Spanish	3
SPAN 11*	Advanced Conversational Spanish	3
SPAN 20A*	Civilization of Spain through 1898	3
SPAN 20B*	Civilization of Spain 1898 to Present	3
SPAN 21A*	Civilization of Latin America through 1900	3
SPAN 21B*	Civilization of Latin America 1900-Present	3
SPAN 21C*	Hispanic Culture and Literature in the United States	3

Area D: Social Sciences 9 units required.

Choose three courses from a least two different subjects

ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Honors Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 4	Native American Cultures	3
ANTH 5	Anthropology of Latin America-Culture, Identity, and Power	3
ANTH 6*	Global Issues in Anthropological Perspective	3
ANTH 8	World Prehistory	3
ANTH 9	Introduction to Archaeology	3
ANTH 10	Celtic Cultures	3
ANTH 13	Magic, Witchcraft, and Religion	3
ANTH 15	The World of Primates	3
ANTH 17	The Biological Evolution of Human Nature	3
ANTH 21	Women, Gender, and Culture - Cross-Cultural Perspectives	3
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
CDE 15*	Child, Family, and Community	3
COMM 20	Intercultural Communication	3
CTVR 1	Mass Media and Society	3
ECON 2*	Principles (MACRO)	3
Or		
ECON 2H*	Honors Principles of Macroeconomics	3
ECON 4	Principles (MICRO)	
Or		
ECON 4H*	Honors Principles of Microeconomics	3
ECON 11	International Political Economy	3
ECON 20	The American Economy	3
ENV 1	Introduction to Environmental Studies	3
ENV 6*	Scarcity and Environment	3
ES 1	Multicultural Experiences in the United States	3
ES 3	Introduction to Chicana(o) and Latina(o) Cultures	3
GEOG 2	Cultural Geography	3
Or		
GEOG 2H	Honors Cultural Geography	3
GEOG 3	World Regional Geography	3
GEOG 38	California Geography	3
GLST 1*	Introduction to Global Studies	3
GLST 2*	Global Issues	3
HIST 11	Perspectives of Peace Studies	3
HIST 12	Revolutions and Revolts	3
HIST 15	The Vietnam War	3
HIST 16	History of the United States to 1876	3
HIST 17	History of the United States since 1876	3
HIST 19	United States since 1945	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

HIST 20	Ethnic Cultures of the United States	3	HIST 20	Ethnic Cultures of the United States	3
HIST 21	Women in United States History – A Multi-Cultural Perspective	3	HIST 21	Women in United States History – A Multi-Cultural Perspective	3
HIST 22	Survey of United States History	3	HIST 22	Survey of United States History	3
HIST 27	Latin America – Pre-European to Independent Nationhood	3	HIST 27	Latin America – Pre-European to Independent Nationhood	3
HIST 28	Latin America – 1800 to the Present	3	HIST 28	Latin America – 1800 to the Present	3
HIST 29	Film and History in Latin America	3	HIST 29	Film and History in Latin America	3
HIST 30	History of Mexico	3	HIST 30	History of Mexico	3
HIST 32	California History	3	HIST 32	California History	3
HIST 33	Chicano – Latino American History	3	HIST 33	Chicano – Latino American History	3
HIST 62	European History to 1650	3	HIST 62	European History to 1650	3
HIST 63	European History since 1650	3	HIST 63	European History since 1650	3
HIST 70	History of Asia to 1800	3	HIST 70	History of Asia to 1800	3
HIST 71	History of Asia since 1800	3	HIST 71	History of Asia since 1800	3
HIST 72	History of China	3	HIST 72	History of China	3
HIST 74	History of the Middle East to 1800	3	HIST 74	History of the Middle East to 1800	3
HIST 75	History of the Modern Middle East	3	HIST 75	History of the Modern Middle East	3
HIST 80	Introduction to Contemporary Africa	3	HIST 80	Introduction to Contemporary Africa	3
HIST 81	African American History	3	HIST 81	African American History	3
HS 100*	Introduction to Human Services	3	HS 100*	Introduction to Human Services	3
HS 120*	Human Development in the Social Environment	3	HS 120*	Human Development in the Social Environment	3
JRN 1	Mass Media and Society	3	JRN 1	Mass Media and Society	3
PS 1	American Government	3	PS 1	American Government	3
Or			Or		
PS 1H	Honors American Government	3	PS 1H	Honors American Government	3
PS 4	Introduction to Political Science	3	PS 4	Introduction to Political Science	3
PS 10H	Honors Political Theory	3	PS 10H	Honors Political Theory	3
PS 11	International Political Economy	3	PS 11	International Political Economy	3
PS 12	Comparative Politics and Government	3	PS 12	Comparative Politics and Government	3
PS 14	International Relations	3	PS 14	International Relations	3
PS 80	Introduction to Contemporary Africa	3	PS 80	Introduction to Contemporary Africa	3
PSYC 1	Introduction to Psychology	3	PSYC 1	Introduction to Psychology	3
Or			Or		
PSYC 1H	Honors Introduction to Psychology	3	PSYC 1H	Honors Introduction to Psychology	3
PSYC 2*	Research Methods in Psychology	3	PSYC 2*	Research Methods in Psychology	3
Or			Or		
PSYC 2H*	Honors Research Methods in Psychology	3	PSYC 2H*	Honors Research Methods in Psychology	3
PSYC 4	Introduction to Cognitive Psychology	3	PSYC 4	Introduction to Cognitive Psychology	3
PSYC 5*	Psychological Aspects of Human Sexuality	3	PSYC 5*	Psychological Aspects of Human Sexuality	3
PSYC 7*	Developmental Psychology – Childhood through Adolescence	3	PSYC 7*	Developmental Psychology – Childhood through Adolescence	3
PSYC 16*	Introduction to Cross-Culture Psychology	3	PSYC 16*	Introduction to Cross-Culture Psychology	3
PSYC 21	The Psychology of Women	3	PSYC 21	The Psychology of Women	3
PSYC 30*	Social Psychology	3	PSYC 30*	Social Psychology	3
PSYC 33	Psychology of Adjustment	3	PSYC 33	Psychology of Adjustment	3
PSYC 37*	Abnormal Behavior	3	PSYC 37*	Abnormal Behavior	3
PSYC 125*	Psychology of Aging	3	PSYC 125*	Psychology of Aging	3
SOC 1	Introduction of Sociology	3	SOC 1	Introduction of Sociology	3
SOC 2	Social Problems	3	SOC 2	Social Problems	3
SOC 6	Introduction to Asian Cultures in the United States	3	SOC 6	Introduction to Asian Cultures in the United States	3
SOC 10	Introduction to Marriage and the Family	3	SOC 10	Introduction to Marriage and the Family	3
SOC 15*	Socialization of the Child	3	SOC 15*	Socialization of the Child	3
SOC 20	Ethnic Cultures of the United States	3	SOC 20	Ethnic Cultures of the United States	3
SOC 21	Women in Contemporary Society	3	SOC 21	Women in Contemporary Society	3
SOC 23	Food and Society	3	SOC 23	Food and Society	3
SOC 25	Social Stratification	3	SOC 25	Social Stratification	3
SOC 30*	Social Psychology	3	SOC 30*	Social Psychology	3
SOC 125	Sociology of Aging	3	SOC 125	Sociology of Aging	3
WS 10	Introduction to Women's Studies	3	WS 10	Introduction to Women's Studies	3
Or			Or		
WS 10H	Honors Intro to Women's Studies	3	WS 10H	Honors Intro to Women's Studies	3
WS 11H	Honors Introduction to Feminist Theory	3	WS 11H	Honors Introduction to Feminist Theory	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

WS 15	Introduction to Queer Studies	3
WS 31	Gender and Popular Culture	3

AREA E: Lifelong Understanding and Self-Development 3 units required. A maximum of 2 units is permitted for activity course in DANC/KNES/KNEA/PE

BUS 16	Personal Law, Street Law	3
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
COUN 140	Educational and Vocational Planning	3
COUN 150	Helping Relationships	3
COUN 151	Human Relationships	3
COUN 160	Career and Vocational Exploration	3
DANC 38*	Intermediate Mat Pilates	1
DANC 38*	Intermediate Mat Pilates	1.5
DANC 51	Introduction to Ballet	1
DANC 51	Introduction to Ballet	1.5
DANC 52	Ballet Dancing Level I	1
DANC 52	Ballet Dancing Level I	1.5
DANC 53*	Intermediate Ballet	1
DANC 53*	Intermediate Ballet	1.5
DANC 54	Introduction to Modern Dance	1
DANC 54	Introduction to Modern Dance	1.5
DANC 55*	Modern Dance Level I	1
DANC 55*	Modern Dance Level I	1.5
DANC 56*	Intermediate Modern Dance	1
DANC 56*	Intermediate Modern Dance	1.5
DANC 57	Introduction to Jazz Dancing	1
DANC 57	Introduction to Jazz Dancing	1.5
DANC 58	Jazz Dancing Level I	1
DANC 58	Jazz Dancing Level I	1.5
DANC 59*	Intermediate Jazz Dancing	1
DANC 59*	Intermediate Jazz Dancing	1.5
DANC 60	Introduction to Tap Dancing	1
DANC 61	Tap Dancing Level I	1
DANC 62*	Intermediate Tap Dancing	1
DANC 63	Exercise for Dancers	1
FASH 141	Apparel Selection	3
FCS 115	Consumer Issues	3
FCS142	Life Management	3
FN 50	Fundamentals of Nutrition	3
FN 64	Nutrition Issues and Controversies	3
HLTH 1	Contemporary Health Issues	3
HLTH 3	Women's Health Issues	3
HS 175	Substance Abuse Education, Prevention, And Intervention	3
HSC 151	Intro to Therapy and Career Exploration of Rehabilitation	3
KNEA 1	Adapted Strength Training	1
KNEA 1	Adapted Strength Training	1.5
KNEA 107	Survey and Assessment of Fitness	1
KNEA 151	Intro to Therapy And Career Exploration of Rehabilitation	3
KNES 1	Cardiovascular Conditioning	1
KNES 1	Cardiovascular Conditioning	1.5
KNES 2	Strength Training	1.5
KNES 3	Circuit Weight Training	1
KNES 3	Circuit Weight Training	1.5
KNES 4	Beginning Weight Lifting	1
KNES 4	Beginning Weight Lifting	1.5
KNES 5*	Intermediate Weight Lifting	1
KNES 5*	Intermediate Weight Lifting	1.5

WS 15	Introduction to Queer Studies	3
WS 31	Gender and Popular Culture	3

AREA E: Lifelong Understanding and Self-Development 3 units required. A maximum of 2 units is permitted for activity course in DANC/KNES/KNEA/PE

BUS 16	Personal Law, Street Law	3
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
COUN 140	Educational and Vocational Planning	3
COUN 150	Helping Relationships	3
COUN 151	Human Relationships	3
COUN 160	Career and Vocational Exploration	3
DANC 38*	Intermediate Mat Pilates	1
DANC 38*	Intermediate Mat Pilates	1.5
DANC 51	Introduction to Ballet	1
DANC 51	Introduction to Ballet	1.5
DANC 52	Ballet Dancing Level I	1
DANC 52	Ballet Dancing Level I	1.5
DANC 53*	Intermediate Ballet	1
DANC 53*	Intermediate Ballet	1.5
DANC 54	Introduction to Modern Dance	1
DANC 54	Introduction to Modern Dance	1.5
DANC 55*	Modern Dance Level I	1
DANC 55*	Modern Dance Level I	1.5
DANC 56*	Intermediate Modern Dance	1
DANC 56*	Intermediate Modern Dance	1.5
DANC 57	Introduction to Jazz Dancing	1
DANC 57	Introduction to Jazz Dancing	1.5
DANC 58	Jazz Dancing Level I	1
DANC 58	Jazz Dancing Level I	1.5
DANC 59*	Intermediate Jazz Dancing	1
DANC 59*	Intermediate Jazz Dancing	1.5
DANC 60	Introduction to Tap Dancing	1
DANC 61	Tap Dancing Level I	1
DANC 62*	Intermediate Tap Dancing	1
DANC 63	Exercise for Dancers	1
FASH 141	Apparel Selection	3
FCS 115	Consumer Issues	3
FCS142	Life Management	3
FN 50	Fundamentals of Nutrition	3
FN 64	Nutrition Issues and Controversies	3
HLTH 1	Contemporary Health Issues	3
HLTH 3	Women's Health Issues	3
HS 175	Substance Abuse Education, Prevention, And Intervention	3
HSC 151	Intro to Therapy and Career Exploration of Rehabilitation	3
KNEA 1	Adapted Strength Training	1
KNEA 1	Adapted Strength Training	1.5
KNEA 107	Survey and Assessment of Fitness	1
KNEA 151	Intro to Therapy And Career Exploration of Rehabilitation	3
KNES 1	Cardiovascular Conditioning	1
KNES 1	Cardiovascular Conditioning	1.5
KNES 2	Strength Training	1.5
KNES 3	Circuit Weight Training	1
KNES 3	Circuit Weight Training	1.5
KNES 4	Beginning Weight Lifting	1
KNES 4	Beginning Weight Lifting	1.5
KNES 5*	Intermediate Weight Lifting	1
KNES 5*	Intermediate Weight Lifting	1.5

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

KNES 6*	Advanced Weight Lifting	1	KNES 6*	Advanced Weight Lifting	1
KNES 6*	Advanced Weight Lifting	1.5	KNES 6*	Advanced Weight Lifting	1.5
KNES 7	Step Training	1	KNES 7	Step Training	1
KNES 8	Beginning Cardio Kickboxing	1	KNES 8	Beginning Cardio Kickboxing	1
KNES 8	Beginning Cardio Kickboxing	1.5	KNES 8	Beginning Cardio Kickboxing	1.5
KNES 9	Stretching, Flexibility, and Conditioning	1	KNES 9	Stretching, Flexibility, and Conditioning	1
KNES 9	Stretching, Flexibility, and Conditioning	1.5	KNES 9	Stretching, Flexibility, and Conditioning	1.5
KNES 10	Cross Training	1	KNES 10	Cross Training	1
KNES 10	Cross Training	1.5	KNES 10	Cross Training	1.5
KNES 17	Beginning Bowling	1	KNES 17	Beginning Bowling	1
KNES 18*	Intermediate Bowling	1	KNES 18*	Intermediate Bowling	1
KNES 19	Beginning Cycling and Spinning	1	KNES 19	Beginning Cycling and Spinning	1
KNES 19	Beginning Cycling and Spinning	1.5	KNES 19	Beginning Cycling and Spinning	1.5
KNES 20	Beginning Golf I	1	KNES 20	Beginning Golf I	1
KNES 20	Beginning Golf I	1.5	KNES 20	Beginning Golf I	1.5
KNES 21*	Beginning Golf II	1	KNES 21*	Beginning Golf II	1
KNES 21*	Beginning Golf II	1.5	KNES 21*	Beginning Golf II	1.5
KNES 22*	Intermediate Golf	1	KNES 22*	Intermediate Golf	1
KNES 22*	Intermediate Golf	1.5	KNES 22*	Intermediate Golf	1.5
KNES 23*	Advanced Golf	1	KNES 23*	Advanced Golf	1
KNES 23*	Advanced Golf	1.5	KNES 23*	Advanced Golf	1.5
KNES 24	Beginning Tennis I	1	KNES 24	Beginning Tennis I	1
KNES 24	Beginning Tennis I	1.5	KNES 24	Beginning Tennis I	1.5
KNES 25*	Beginning Tennis II	1	KNES 25*	Beginning Tennis II	1
KNES 25*	Beginning Tennis II	1.5	KNES 25*	Beginning Tennis II	1.5
KNES 26*	Intermediate Tennis	1	KNES 26*	Intermediate Tennis	1
KNES 26*	Intermediate Tennis	1.5	KNES 26*	Intermediate Tennis	1.5
KNES 27*	Advanced Tennis	1	KNES 27*	Advanced Tennis	1
KNES 27*	Advanced Tennis	1.5	KNES 27*	Advanced Tennis	1.5
KNES 28*	Beginning Yoga	1	KNES 28*	Beginning Yoga	1
KNES 28	Beginning Yoga	1.5	KNES 28	Beginning Yoga	1.5
KNES 29	Introduction to Tai Chi Ch'uan	1	KNES 29	Introduction to Tai Chi Ch'uan	1
KNES 31	Muscle Toning for Women	1	KNES 31	Muscle Toning for Women	1
KNES 31	Muscle Toning for Women	1.5	KNES 31	Muscle Toning for Women	1.5
KNES 33*	Beginning Surfing I	1	KNES 33*	Beginning Surfing I	1
KNES 34*	Beginning Surfing II – Shortboarding	1	KNES 34*	Beginning Surfing II – Shortboarding	1
KNES 37*	Intermediate Tai Chi Ch'uan	1	KNES 37*	Intermediate Tai Chi Ch'uan	1
KNES 38*	Intermediate Mat Pilates	1	KNES 38*	Intermediate Mat Pilates	1
KNES 38*	Intermediate Mat Pilates	1.5	KNES 38*	Intermediate Mat Pilates	1.5
KNES 39*	Intermediate Yoga	1	KNES 39*	Intermediate Yoga	1
KNES 39*	Intermediate Yoga	1.5	KNES 39*	Intermediate Yoga	1.5
KNES 41	Swimming for Nonswimmers	1	KNES 41	Swimming for Nonswimmers	1
KNES 41	Swimming for Nonswimmers	1.5	KNES 41	Swimming for Nonswimmers	1.5
KNES 42*	Intermediate Swimming	1	KNES 42*	Intermediate Swimming	1
KNES 42*	Intermediate Swimming	1.5	KNES 42*	Intermediate Swimming	1.5
KNES 44*	Aquatic Conditioning	1	KNES 44*	Aquatic Conditioning	1
KNES 44*	Aquatic Conditioning	1.5	KNES 44*	Aquatic Conditioning	1.5
KNES 49	Aqua Aerobics	1	KNES 49	Aqua Aerobics	1
KNES 49	Aqua Aerobics	1.5	KNES 49	Aqua Aerobics	1.5
KNES 50	Aerobic Dance	1	KNES 50	Aerobic Dance	1
KNES 50	Aerobic Dance	1.5	KNES 50	Aerobic Dance	1.5
KNES 63	Beginning Rock Climbing	1	KNES 63	Beginning Rock Climbing	1
KNES 65	Introduction to Mat Pilates	1	KNES 65	Introduction to Mat Pilates	1
KNES 65	Introduction to Mat Pilates	1.5	KNES 65	Introduction to Mat Pilates	1.5
KNES 66	Core Training	1	KNES 66	Core Training	1
KNES 66	Core Training	1.5	KNES 66	Core Training	1.5
KNES 68	Walking for Fitness	1	KNES 68	Walking for Fitness	1
KNES 69	Trail Hiking	1	KNES 69	Trail Hiking	1
KNES 70	Basketball I		KNES 70	Basketball I	
KNES 70	Basketball 1.5		KNES 70	Basketball 1.5	
KNES 71*	Advanced Basketball	1	KNES 71*	Advanced Basketball	1
KNES 71*	Advanced Basketball	1.5	KNES 71*	Advanced Basketball	1.5
KNES 72*	Beginning Soccer	1	KNES 72*	Beginning Soccer	1
KNES 72*	Beginning Soccer	1.5	KNES 72*	Beginning Soccer	1.5

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

KNES 76	Beginning Volleyball	1
KNES 77*	Intermediate Volleyball	1
KNES 78*	Advanced Volleyball	1
KNES 79*	Advanced Baseball	1
KNES 81	Beginning Beach Volleyball	1
KNES 84*	Intermediate Beach Volleyball	1
KNES 88	Intermediate Rock Climbing	1
KNES 90	Beginning Self-Defense	1
KNES 91	Intermediate Self-Defense	1
KNES 93	Beginning Karate	1
KNES 94	Beginning Aikido	1
KNES 95*	Intermediate Aikido	1
KNES 97*	Intermediate Karate	1
KNES 107	Fitness Assessment and Survey	1
KNES 187	Beginning Pickleball	1
KNES 199	Street Martial Arts	1
N 161	Lifecycle 2, Growth and Development	1.5
N 165	Lifecycle 1, Fundamentals of Aging	1.5
PSYC 5*	Psychological Aspects of Human Sexuality	3
PSYC 7*	Developmental Psychology – Childhood Through Adolescence	3
PSYC 33	Psychology of Adjustment	3
SOC 126	Death and Dying	3
SOC 180	Introduction to Gerontology	3
WS 120	Women and Careers	3

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

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

KNES 76	Beginning Volleyball	1
KNES 77*	Intermediate Volleyball	1
KNES 78*	Advanced Volleyball	1
KNES 79*	Advanced Baseball	1
KNES 81	Beginning Beach Volleyball	1
KNES 84*	Intermediate Beach Volleyball	1
KNES 88	Intermediate Rock Climbing	1
KNES 90	Beginning Self-Defense	1
KNES 91	Intermediate Self-Defense	1
KNES 93	Beginning Karate	1
KNES 94	Beginning Aikido	1
KNES 95*	Intermediate Aikido	1
KNES 97*	Intermediate Karate	1
KNES 107	Fitness Assessment and Survey	1
KNES 187	Beginning Pickleball	1
KNES 199	Street Martial Arts	1
N 161	Lifecycle 2, Growth and Development	1.5
N 165	Lifecycle 1, Fundamentals of Aging	1.5
PSYC 5*	Psychological Aspects of Human Sexuality	3
PSYC 7*	Developmental Psychology – Childhood Through Adolescence	3
PSYC 33	Psychology of Adjustment	3
SOC 126	Death and Dying	3
SOC 180	Introduction to Gerontology	3
WS 120	Women and Careers	3

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

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

**Current
General Education**

IGETC GE Certificate of Achievement

Students may earn a Certificate of Achievement in General Education upon completion of a pattern of approved courses intended for transfer. See www.assist.org for additional information.

Program Student Learning Outcomes

Students who complete this program will be able to:

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

Course ID	Title	Units
Required Core 37 Units		
Area 1: English Communication		
A. English Composition		
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
B. Critical Thinking/Composition – Choose one course:		
ENG 1B*	Principles of Composition II	3
ENG 1BH*	Honors Principles of Composition II	3
ENG 70*	Reasoning and College Reading	3
C. Oral Communication – Required for CSU Transfer ONLY		
COMM 1*	Communication Fundamentals	3
Or		
COMM 1H*	Honors Communication Fundamentals	3
Area 2: Mathematical Concepts – 3 units required – Choose one course:		
MATH 2*	Pre-Calculus Mathematics	5
MATH 3A*	Analytic Geometry and Calculus	5
Or		
MATH 3AH*	Honors Analytic Geometry and Calculus	5
MATH 3B*	Analytic Geometry and Calculus	5
MATH 3C*	Analytic Geometry and Calculus	5
MATH 7*	College Algebra	5
MATH 8*	College Algebra for Brief Calculus	5
MATH 10*	Introduction to Statistics	3
MATH 11*	A Brief Course in Calculus	5
MATH 24*	Elementary Differential Equations	4
MATH 26*	Introduction to Linear Algebra	4
PSYC 44*	Statistics for the Behavioral Sciences	3
Area 3: Arts and Humanities 9 units required. Complete one Course from the Arts and one from the Humanities. Select a third course from either area.		
A. Arts		
ARCH 12	History of Architecture	3
ART 4	Fundamentals of Arts	3
ARTH 20	Art Appreciation	3
ARTH 21	Women and Art	3

**Revised
General Education**

IGETC GE Certificate of Achievement

Students may earn a Certificate of Achievement in General Education upon completion of a pattern of approved courses intended for transfer. See www.assist.org for additional information.

Program Student Learning Outcomes

Students who complete this program will be able to:

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

Course ID	Title	Units
Required Core 37 Units		
Area 1: English Communication		
D. English Composition		
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
E. Critical Thinking/Composition – Choose one course:		
ENG 1B*	Principles of Composition II	3
ENG 1BH*	Honors Principles of Composition II	3
ENG 70*	Reasoning and College Reading	3
F. Oral Communication – Required for CSU Transfer ONLY		
COMM 1*	Communication Fundamentals	3
Or		
COMM 1H*	Honors Communication Fundamentals	3
Area 2: Mathematical Concepts – 3 units required – Choose one course:		
MATH 2*	Pre-Calculus Mathematics	5
MATH 3A*	Analytic Geometry and Calculus	5
Or		
MATH 3AH*	Honors Analytic Geometry and Calculus	5
MATH 3B*	Analytic Geometry and Calculus	5
MATH 3C*	Analytic Geometry and Calculus	5
MATH 7*	College Algebra	5
MATH 8*	College Algebra for Brief Calculus	5
MATH 10*	Introduction to Statistics	3
MATH 11*	A Brief Course in Calculus	5
MATH 24*	Elementary Differential Equations	4
MATH 26*	Introduction to Linear Algebra	4
PSYC 44*	Statistics for the Behavioral Sciences	3
Area 3: Arts and Humanities 9 units required. Complete one Course from the Arts and one from the Humanities. Select a third course from either area.		
B. Arts		
ARCH 12	History of Architecture	3
ART 4	Fundamentals of Arts	3
ARTH 20	Art Appreciation	3
ARTH 21	Women and Art	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

ARTH 22	Survey of Asian Art	3
ARTH 23	African, Oceanic, and Ancient North American Art	3
ARTH 24	Indigenous Arts of the Americas	3
ARTH 25	Survey of Art History – Ancient Worlds to Gothic	3
ARTH 26*	Survey of Western Art History Renaissance to Contemporary	3
ARTH 27	History of American Art	3
ARTH 29	Introduction to World Art	3
ARTH 30	History of Modern Art 1825-1945	3
ARTH 32	Survey of Contemporary Art	3
CTVR 2	Art History and Appreciation of Television Broadcasting	3
CTVR 3	The History and Appreciation of American Cinema	3
CTVR 5	History and Appreciation of International Cinema	3
CTVR 7	Cross Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3
DANC 64	History of Dance	3
DANC 74	Multicultural Dance History in the United States	3
FA 27	Introduction to Fine Arts	3
GD 1	History of Animation	3
GD 2	History of Graphic Design	3
MUS 20	Music Appreciation	3
MUS 23	Introduction to World Music	3
MUS 24	Music Since 1900	3
MUS 27	History of Jazz	3
MUS 28	History of Rock	3
PHOT 25	History of Photography	3
TA 20	Theatre Appreciation	3
TA 25	Theatre History – Primitive to Renaissance	3
TA 26	Theatre History – Renaissance to Contemporary	3
A. Humanities		
ARAB 2*	Elementary Arabic	5
ARAB 3*	Intermediate Arabic	5
ARAB 4*	Intermediate Arabic	5
ARAB 21	Introduction to Arabic Culture	3
CHI 2*	Elementary Chinese	5
CHI 3*	Intermediate Chinese	5
CHI 4*	Intermediate Chinese	5
CHI 21*	Introduction to Chinese Culture and Influence in the U.S.	3
ENG 15A*	Survey of American Literature – 1620-1860	3
ENG 15B*	Survey of American Literature – 1860-Contemporary	3
ENG 17A*	Survey of English Literature – Beowulf to Romantic Movement	3
ENG 17B*	Survey of English Lit – Romantic Movement to the Present	3
ENG 18*	Shakespeare – The Tragedies	3
ENG 19*	Shakespeare – The Comedies	3
ENG 21A*	World Literature – Ancient to 17 th Century	3
ENG 21B*	World Literature – 17 th Century to Modern Period	3
ENG 22*	Introduction to Shakespeare	3
ENG 24*	Ethnic Voices in Literature – The American Experience3	3
ENG 25*	Introduction to Literature	3
ENG 27A*	Introduction to the Novel	3
Or		
ENG 27AH*	Honors Introduction to the Novel	3

ARTH 22	Survey of Asian Art (India, China, Japan, And Korea)	3
ARTH 23	African, Oceanic, and Ancient North American Art	3
ARTH 24	Indigenous Arts of the Americas	3
ARTH 25	Survey of Art History – Ancient Worlds to Gothic	3
ARTH 26*	Survey of Western Art History Renaissance to Contemporary	3
ARTH 27	History of American Art	3
ARTH 29	Introduction to World Art	3
ARTH 30	History of Modern Art 1825-1945	3
ARTH 32	Survey of Contemporary Art	3
CTVR 2	History and Appreciation of Television Broadcasting	3
CTVR 3	The History and Appreciation of American Cinema	3
CTVR 5	History and Appreciation of International Cinema	3
CTVR 7	Cross Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3
DANC 64	History of Dance	3
DANC 74	Multicultural Dance History in the United States	3
GD 1	History of Animation	3
GD 2	History of Graphic Design	3
MUS 20	Music Appreciation	3
MUS 23	Introduction to World Music	3
MUS 24	Music Since 1900	3
MUS 27	History of Jazz	3
MUS 28	History of Rock	3
PHOT 25	History of Photography	3
TA 20	Theatre Appreciation	3
TA 25	Theatre History – Primitive to Renaissance	3
B. Humanities		
ARAB 2*	Elementary Arabic	5
ARAB 3*	Intermediate Arabic	5
ARAB 4*	Intermediate Arabic	5
ARAB 21	Introduction to Arabic Culture	3
CHI 2*	Elementary Chinese	5
CHI 3*	Intermediate Chinese	5
CHI 4*	Intermediate Chinese	5
CHI 21*	Introduction to Chinese Culture and Influence in the U.S.	3
ENG 15A*	Survey of American Literature – 1620-1860	3
ENG 15B*	Survey of American Literature – 1860-Contemporary	3
ENG 17A*	Survey of English Literature – Beowulf to Romantic Movement	3
ENG 17B*	Survey of English Lit – Romantic Movement to the Present	3
ENG 18*	Shakespeare – The Tragedies	3
ENG 19*	Shakespeare – The Comedies	3
ENG 21A*	World Literature – Ancient to 17 th Century	3
ENG 21B*	World Literature – 17 th Century to Modern Period	3
ENG 22*	Introduction to Shakespeare	3
ENG 24*	Ethnic Voices in Literature – The American Experience3	3
ENG 25*	Introduction to Literature	3
ENG 27A*	Introduction to the Novel	3
Or		
ENG 27AH*	Honors Introduction to the Novel	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

ENG 44*	Classical Mythology	3	ENG 44*	Classical Mythology	3
ENG 52*	The Film as Literature	3	ENG 52*	The Film as Literature	3
FR 2*	Elementary French	5	FR 2*	Elementary French	5
FR 3*	Intermediate French	5	FR 3*	Intermediate French	5
FR 4*	Intermediate French	5	FR 4*	Intermediate French	5
FR 21*	Introduction to French Language and Culture	3	FR 21*	Introduction to French Language and Culture	3
GER 2*	Elementary German	5	GER 2*	Elementary German	5
GER 3*	Intermediate German	5	GER 3*	Intermediate German	5
GER 4*	Intermediate German	5	GER 4*	Intermediate German	5
HEBR 2*	Elementary Hebrew	5	HEBR 2*	Elementary Hebrew	5
HEBR 3*	Intermediate Hebrew	5	HEBR 3*	Intermediate Hebrew	5
HIST 4	World History to 1500	3	HIST 4	World History to 1500	3
HIST 5	World History since 1500	3	HIST 5	World History since 1500	3
HIST 16	History of the United States to 1876	3	HIST 16	History of the United States to 1876	3
HIST 17	History of the United States since 1876	3	HIST 17	History of the United States since 1876	3
HIST 30	History of Mexico	3	HIST 30	History of Mexico	3
HIST 70	History of Asia to 1800	3	HIST 70	History of Asia to 1800	3
HIST 71	History of Asia Since 1800	3	HIST 71	History of Asia Since 1800	3
HIST 72	History of China	3	HIST 72	History of China	3
HIST 75	History of the Modern Middle East	3	HIST 75	History of the Modern Middle East	3
HON 11H*	Honors Culture, Science, Society – Renaissance	3	HON 11H*	Honors Culture, Science, Society – Renaissance	3
HON 12H*	Honors Culture, Science, Society – The Postmodern World	3	HON 12H*	Honors Culture, Science, Society – The Postmodern World	3
HON 13H*	Honors Culture, Science, Society – Power, Resistance, Empire	3	HON 13H*	Honors Culture, Science, Society – Power, Resistance, Empire	3
HON 14H*	Honors Culture, Science, Society – Transformation of Empire	3	HON 14H*	Honors Culture, Science, Society – Transformation of Empire	3
HON 15H*	Honors Culture, Science, Society – From Philosophy to Science	3	HON 15H*	Honors Culture, Science, Society – From Philosophy to Science	3
HON 16H*	Honors Culture, Science, Society – Natural And Social Science	3	HON 16H*	Honors Culture, Science, Society – Natural And Social Science	3
HUM 1*	Introduction to Humanities	3	HUM 1*	Introduction to Humanities	3
HUM 2*	Origins of Western Culture in Literature	3	HUM 2*	Origins of Western Culture in Literature	3
HUM 3*	The Culture of Medieval and Renaissance Europe	3	HUM 3*	The Culture of Medieval and Renaissance Europe	3
HUM 21*	The Search for Meaning – Ideas of Self Across Cultures	3	HUM 21*	The Search for Meaning – Ideas of Self Across Cultures	3
HUM 30BH*	Honors Culture, Science, Society B-Power, Resistance, Empire	3	HUM 30BH*	Honors Culture, Science, Society B-Power, Resistance, Empire	3
HUM 30CH*	Honors Culture, Science, Society C – Nature & Politics I	3	HUM 30CH*	Honors Culture, Science, Society C – Nature & Politics I	3
HUM 31BH*	Honors Culture, Science, Society B-Transformation of Empire	3	HUM 31BH*	Honors Culture, Science, Society B-Transformation of Empire	3
HUM 31CH*	Honors Culture, Science, Society C – Nature & Politics II	3	HUM 31CH*	Honors Culture, Science, Society C – Nature & Politics II	3
ITA 2*	Elementary Italian	5	ITA 2*	Elementary Italian	5
ITA 3*	Intermediate Italian	5	ITA 3*	Intermediate Italian	5
ITA 4*	Intermediate Italian	5	ITA 4*	Intermediate Italian	5
ITA 21*	Introduction to Italian Culture	3	ITA 21*	Introduction to Italian Culture	3
JA 2*	Elementary Japanese	5	JA 2*	Elementary Japanese	5
JA 3*	Intermediate Japanese	5	JA 3*	Intermediate Japanese	5
JA 4*	Intermediate Japanese	5	JA 4*	Intermediate Japanese	5
JA 21*	Introduction to Japanese Culture	3	JA 21*	Introduction to Japanese Culture	3
KOR 2*	Elementary Korean	5	KOR 2*	Elementary Korean	5
KOR 3*	Intermediate Korean	5	KOR 3*	Intermediate Korean	5
KOR 4*	Intermediate Korean	5	KOR 4*	Intermediate Korean	5
KOR 21*	Introduction to Korean Culture	3	KOR 21*	Introduction to Korean Culture	3
PHIL 1*	Introduction to Philosophy	3	PHIL 1*	Introduction to Philosophy	3
Or			Or		
PHIL 1H*	Honors Introduction to Philosophy	3	PHIL 1H*	Honors Introduction to Philosophy	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

PHIL 2*	History of Ancient Philosophy	3
PHIL 5*	History of Modern Philosophy	
PHIL 10*	World Religions	3
PHIL 14*	Philosophy of Religion	3
PHIL 15*	Introduction to Ethics	
PORT 2*	Elementary Portuguese	5
PORT 3*	Intermediate Portuguese	5
PORT 4*	Intermediate Portuguese	5
PORT 21	Introduction to Portuguese and Brazilian Culture	3
PRSN 2*	Elementary Persian	5
PRSN 3*	Intermediate Persian	5
PRSN 4*	Intermediate Persian	5
PRSN 21*	Introduction to Persian Culture	3
SL 2*	American Sign Language II	4
SL 3*	American Sign Language III	4
SL 4*	American Sign Language IV	4
SPAN 2*	Elementary Spanish	5
Or		
SPAN 2H*	Honors Elementary Spanish	5
SPAN 3	Intermediate Spanish	5
SPAN 4*	Intermediate Spanish	5
SPAN 20A*	Civilization of Spain through 1898	3
SPAN 20B*	Civilization of Spain 1898 to Present	3
SPAN 21A*	Civilization of Latin America through 1900	3
SPAN 21B*	Civilization of Latin America 1900-Present	3
SPAN 21C*	Hispanic Culture and Literature in the United States	3

Area 4: Social and Behavioral Science 9 units required.

Choose three courses from a least two different subjects

ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Honors Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 4	Native American Cultures	3
ANTH 5	Anthropology of Latin America-Culture, Identity, and Power	3
ANTH 6*	Global Issues in Anthropological Perspective	3
ANTH 8	World Prehistory	3
ANTH 9	Introduction to Archaeology	3
ANTH 10	Celtic Cultures	3
ANTH 13	Magic, Witchcraft, and Religion	3
ANTH 15	The World of Primates	3
ANTH 21	Women, Gender, and Culture - Cross-Cultural Perspectives	3
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
CDE 15*	Child, Family, and Community	3
CTVR 1	Mass Media and Society	3
ECON 2*	Principles (MACRO)	3
Or		
ECON 2H*	Honors Principles of Macroeconomics	3
ECON 4	Principles (MICRO)	3
Or		
ECON 4H*	Honors Principles of Microeconomics	3
ECON 11	International Political Economy	3
ECON 20	The American Economy	3
ENV 1	Introduction to Environmental Studies	3
ENV 6*	Scarcity and Environment	3
ES 1	Multicultural Experiences in the United States	3
ES 3	Introduction to Chicana(o) and Latina(o) Cultures	3

PHIL 2*	History of Ancient Philosophy	3
PHIL 5*	History of Modern Philosophy	
PHIL 10*	World Religions	3
PHIL 14*	Philosophy of Religion	3
PHIL 15*	Introduction to Ethics	
PORT 2*	Elementary Portuguese	5
PORT 3*	Intermediate Portuguese	5
PORT 4*	Intermediate Portuguese	5
PORT 21	Introduction to Portuguese and Brazilian Culture	3
PRSN 2*	Elementary Persian	5
PRSN 3*	Intermediate Persian	5
PRSN 4*	Intermediate Persian	5
PRSN 21*	Introduction to Persian Culture	3
SL 2*	American Sign Language II	4
SL 3*	American Sign Language III	4
SL 4*	American Sign Language IV	4
SPAN 2*	Elementary Spanish	5
Or		
SPAN 2H*	Honors Elementary Spanish	5
SPAN 3	Intermediate Spanish	5
SPAN 4*	Intermediate Spanish	5
SPAN 20A*	Civilization of Spain through 1898	3
SPAN 20B*	Civilization of Spain 1898 to Present	3
SPAN 21A*	Civilization of Latin America through 1900	3
SPAN 21B*	Civilization of Latin America 1900-Present	3
SPAN 21C*	Hispanic Culture and Literature in the United States	3

Area 4: Social and Behavioral Science 9 units required.

Choose three courses from a least two different subjects

ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Honors Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 4	Native American Cultures	3
ANTH 5	Anthropology of Latin America-Culture, Identity, and Power	3
ANTH 6*	Global Issues in Anthropological Perspective	3
ANTH 8	World Prehistory	3
ANTH 9	Introduction to Archaeology	3
ANTH 10	Celtic Cultures	3
ANTH 13	Magic, Witchcraft, and Religion	3
ANTH 15	The World of Primates	3
ANTH 21	Women, Gender, and Culture - Cross-Cultural Perspectives	3
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
CDE 15*	Child, Family, and Community	3
CTVR 1	Mass Media and Society	3
ECON 2*	Principles (MACRO)	3
Or		
ECON 2H*	Honors Principles of Macroeconomics	3
ECON 4	Principles (MICRO)	3
Or		
ECON 4H*	Honors Principles of Microeconomics	3
ECON 11	International Political Economy	3
ECON 20	The American Economy	3
ENV 1	Introduction to Environmental Studies	3
ENV 6*	Scarcity and Environment	3
ES 1	Multicultural Experiences in the United States	3
ES 3	Introduction to Chicana(o) and Latina(o) Cultures	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

GEOG 2	Cultural Geography	3	GEOG 2	Cultural Geography	3
Or			Or		
GEOG 2H	Honors Cultural Geography	3	GEOG 2H	Honors Cultural Geography	3
GEOG 3	World Regional Geography	3	GEOG 3	World Regional Geography	3
GEOG 38	California Geography	3	GEOG 38	California Geography	3
GLST 1*	Introduction to Global Studies	3	GLST 1*	Introduction to Global Studies	3
GLST 2*	Global Issues	3	GLST 2*	Global Issues	3
HIST 11	Perspectives of Peace Studies	3	HIST 11	Perspectives of Peace Studies	3
HIST 12	Revolutions and Revolts	3	HIST 12	Revolutions and Revolts	3
HIST 15	The Vietnam War	3	HIST 15	The Vietnam War	3
HIST 16	History of the United States to 1876	3	HIST 16	History of the United States to 1876	3
HIST 17	History of the United States since 1876	3	HIST 17	History of the United States since 1876	3
HIST 19	United States since 1945	3	HIST 19	United States since 1945	3
HIST 20	Ethnic Cultures of the United States	3	HIST 20	Ethnic Cultures of the United States	3
HIST 21	Women in United States History – A Multi-Cultural Perspective	3	HIST 21	Women in United States History – A Multi-Cultural Perspective	3
HIST 22	Survey of United States History	3	HIST 22	Survey of United States History	3
HIST 27	Latin America – Pre-European to Independent Nationhood	3	HIST 27	Latin America – Pre-European to Independent Nationhood	3
HIST 28	Latin America – 1800 to the Present	3	HIST 28	Latin America – 1800 to the Present	3
HIST 29	Film and History in Latin America	3	HIST 29	Film and History in Latin America	3
HIST 30	History of Mexico	3	HIST 30	History of Mexico	3
HIST 32	California History	3	HIST 32	California History	3
HIST 33	Chicano – Latino American History	3	HIST 33	Chicano – Latino American History	3
HIST 62	European History to 1650	3	HIST 62	European History to 1650	3
HIST 63	European History since 1650	3	HIST 63	European History since 1650	3
HIST 70	History of Asia to 1800	3	HIST 70	History of Asia to 1800	3
HIST 71	History of Asia since 1800	3	HIST 71	History of Asia since 1800	3
HIST 72	History of China	3	HIST 72	History of China	3
HIST 74	History of the Middle East to 1800	3	HIST 74	History of the Middle East to 1800	3
HIST 75	History of the Modern Middle East	3	HIST 75	History of the Modern Middle East	3
HIST 80	Introduction to Contemporary Africa	3	HIST 80	Introduction to Contemporary Africa	3
HIST 81	African American History	3	HIST 81	African American History	3
JRN 1	Mass Media and Society	3	JRN 1	Mass Media and Society	3
PS 1	American Government	3	PS 1	American Government	3
Or			Or		
PS 1H	Honors American Government	3	PS 1H	Honors American Government	3
PS 4	Introduction to Political Science	3	PS 4	Introduction to Political Science	3
PS 10H	Honors Political Theory	3	PS 10H	Honors Political Theory	3
PS 11	International Political Economy	3	PS 11	International Political Economy	3
PS 12	Comparative Politics and Government	3	PS 12	Comparative Politics and Government	3
PS 14	International Relations	3	PS 14	International Relations	3
PS 80	Introduction to Contemporary Africa	3	PS 80	Introduction to Contemporary Africa	3
PSYC 1	Introduction to Psychology	3	PSYC 1	Introduction to Psychology	3
Or			Or		
PSYC 1H	Honors Introduction to Psychology	3	PSYC 1H	Honors Introduction to Psychology	3
PSYC 2*	Research Methods in Psychology	3	PSYC 2*	Research Methods in Psychology	3
Or			Or		
PSYC 2H*	Honors Research Methods in Psychology	3	PSYC 2H*	Honors Research Methods in Psychology	3
PSYC 4	Introduction to Cognitive Psychology	3	PSYC 4	Introduction to Cognitive Psychology	3
PSYC 5*	Psychological Aspects of Human Sexuality	3	PSYC 5*	Psychological Aspects of Human Sexuality	3
PSYC 7*	Developmental Psychology – Childhood through Adolescence	3	PSYC 7*	Developmental Psychology – Childhood through Adolescence	3
PSYC 16*	Introduction to Cross-Culture Psychology	3	PSYC 16*	Introduction to Cross-Culture Psychology	3
PSYC 21	The Psychology of Women	3	PSYC 21	The Psychology of Women	3
PSYC 30*	Social Psychology	3	PSYC 30*	Social Psychology	3
PSYC 33	Psychology of Adjustment	3	PSYC 33	Psychology of Adjustment	3
PSYC 37*	Abnormal Behavior	3	PSYC 37*	Abnormal Behavior	3
SOC 1	Introduction of Sociology	3	SOC 1	Introduction of Sociology	3
SOC 2	Social Problems	3	SOC 2	Social Problems	3
SOC 6	Introduction to Asian Cultures in the United States	3	SOC 6	Introduction to Asian Cultures in the United States	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

SOC 10	Introduction to Marriage and the Family	3
SOC 15*	Socialization of the Child	3
SOC 20	Ethnic Cultures of the United States	3
SOC 21	Women in Contemporary Society	3
SOC 23	Food and Society	3
SOC 25	Social Stratification	3
SOC 30*	Social Psychology	3
COMM 20	Intercultural Communication	3
WS 10	Introduction to Women's Studies	3
Or		
WS 10H	Honors Intro to Women's Studies	3
WS 11H	Honors Introduction to Feminist Theory	3
WS 15	Introduction to Queer Studies	3
WS 31	Gender and Popular Culture	3

Area 5: Physical and Biological Sciences – 7 units required.
Complete one course from the Physical Science and one from the Biological Sciences. One course must have a laboratory. # denotes laboratory course.

A. Physical Science		
ASTR 20	General Astronomy	3
ASTR 20	General Astronomy	3
And		
ASTR 25*#	Observational Astronomy	3
ASTR 21	The Solar System	3
CHEM 1A*#	General Chemistry	5
CHEM 1B*#	General Chemistry	5
CHEM 2*#	General Chemistry Principles	2
CHEM 3*#	Fundamental Chemistry	4
CHEM 12A*#	Organic Chemistry	5
CHEM 12B*#	Organic Chemistry	5
CHEM 13*	Organic Chemistry Principles	3
ENV 23#	Environmental Geology	4
GEOG 1	Physical Geography	3
Or		
GEOG 1H	Honors Physical Geography	3
GEOG 1	Physical Geography	3
And		
GEOG 1L*#	Physical Geography Laboratory	1
GEOL 1#	Introduction to Physical Geology	4
GEOL 2*#	Historical Geology	4
GEOL 3	Geology of California	3
GEOL 4	Natural Disasters	3
GEOL 7	Weather and Climate	3
GEOL 20#	Introduction to Earth Science	4
GEOL 21	The Solar System	4
GEOL 23#	Environmental Geology	4
MS 4#	Southern California Coastal Ecology	4
MS 20#	Introduction to Oceanography	4
PHYS 1A*#	Physics with Calculus for Chemistry and Life Science I	4
PHYS 1B*#	Physics with Calculus for Chemistry and Life Science II	4
PHYS 2A*#	Introduction to Physics	5
PHYS 2B*#	Introduction to Physics	5
PHYS 4A*#	General Physics	5
PHYS 4B*#	General Physics	5
PHYS 4C*#	General Physics	5
PHYS 20#	The Ideas and Events of Physics	4

SOC 10	Introduction to Marriage and the Family	3
SOC 15*	Socialization of the Child	3
SOC 20	Ethnic Cultures of the United States	3
SOC 21	Women in Contemporary Society	3
SOC 23	Food and Society	3
SOC 25	Social Stratification	3
SOC 30*	Social Psychology	3
COMM 20	Intercultural Communication	3
WS 10	Introduction to Women's Studies	3
Or		
WS 10H	Honors Intro to Women's Studies	3
WS 11H	Honors Introduction to Feminist Theory	3
WS 15	Introduction to Queer Studies	3
WS 31	Gender and Popular Culture	3

Area 5: Physical and Biological Sciences – 7 units required.
Complete one course from the Physical Science and one from the Biological Sciences. One course must have a laboratory. # denotes laboratory course.

B. Physical Science		
ASTR 20	General Astronomy	3
ASTR 20	General Astronomy	3
And		
ASTR 25*#	Observational Astronomy	3
ASTR 21	The Solar System	3
CHEM 1A*#	General Chemistry	5
CHEM 1B*#	General Chemistry	5
CHEM 2*#	General Chemistry Principles	2
CHEM 3*#	Fundamental Chemistry	4
CHEM 12A*#	Organic Chemistry	5
CHEM 12B*#	Organic Chemistry	5
CHEM 13*	Organic Chemistry Principles	3
ENV 23#	Environmental Geology	4
GEOG 1	Physical Geography	3
Or		
GEOG 1H	Honors Physical Geography	3
GEOG 1	Physical Geography	3
And		
GEOG 1L*#	Physical Geography Laboratory	1
GEOL 1#	Introduction to Physical Geology	4
GEOL 2*#	Historical Geology	4
GEOL 3	Geology of California	3
GEOL 4	Natural Disasters	3
GEOL 7	Weather and Climate	3
GEOL 20#	Introduction to Earth Science	4
GEOL 21	The Solar System	4
GEOL 23#	Environmental Geology	4
MS 4#	Southern California Coastal Ecology	4
MS 20#	Introduction to Oceanography	4
PHYS 1A*#	Physics with Calculus for Chemistry and Life Science I	4
PHYS 1B*#	Physics with Calculus for Chemistry and Life Science II	4
PHYS 2A*#	Introduction to Physics	5
PHYS 2B*#	Introduction to Physics	5
PHYS 4A*#	General Physics	5
PHYS 4B*#	General Physics	5
PHYS 4C*#	General Physics	5
PHYS 20#	The Ideas and Events of Physics	4

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

C. Biological Science		
ANTH 1	Biological Anthropology	3
Or		
ANTH 1H	Honors Biological Anthropology	3
ANTH 1	Biological Anthropology	3
And		
ANTH 1L*#	Biological Anthropology Laboratory	1
BIO 3A*#	General Biology I	5
Or		
BIO 3AH*#	Honors General Biology I	5
BIO 3B*#	General Biology II	5
Or		
BIO 3BH*#	Honors General Biology II	5
BIO 3C*#	Biochemistry and Molecular Biology	5
BIO 4A*#	Principles of Cellular Biology	4
BIO 4B*#	Principles of Organismal Biology	4
BIO 11*#	Human Anatomy	4
BIO 15*#	General Microbiology	5
BIO 19#	Marine Biology	4
BIO 20#	Introduction to Biology	4
BIO 28*	Plants and Human Affairs	3
BIO 30*	Human Biology	3
BIO 31*#	Biology of Plants	4
BIO 40	Evolution	3
BIO 43*	Animal Behavior	3
ENV 18#	Introduction to Ecology	4
ENV 24#	Natural History of California	4
HORT 20#	Introduction to Horticultural Science	4
PSYC 3*	Biological Psychology	4

Area 6: Language Other than English – UC Requirement ONLY
Proficiency equal to two years of study in one foreign language in high school with grades of “C” or better (Official copy of the high school transcript must be on file in Admissions and Records) OR
Select one course from the following OR see a counselor for other options:

ARAB 1*	Elementary Arabic	5
ARAB 2*	Elementary Arabic	5
ARAB 3*	Intermediate Arabic	5
ARAB 4*	Intermediate Arabic	5
CHI 1*	Elementary Chinese	5
CHI 2*	Elementary Chinese	5
CHI 3*	Intermediate Chinese	5
CHI 4*	Intermediate Chinese	5
FR 1*	Elementary French	5
FR 2*	Elementary French	5
FR 3*	Intermediate French	5
FR 4*	Intermediate French	5
GER 1*	Elementary German	5
GER 2*	Elementary German	5
GER 3*	Intermediate German	5
GER 4*	Intermediate German	5
HEBR 1*	Elementary Hebrew	5
HEBR 2*	Elementary Hebrew	5
HEBR 3*	Intermediate Hebrew	5
ITA 1*	Elementary Italian	5
ITA 2*	Elementary Italian	5
ITA 3*	Intermediate Italian	5
ITA 4*	Intermediate Italian	5

D. Biological Science		
ANTH 1	Biological Anthropology	3
Or		
ANTH 1H	Honors Biological Anthropology	3
ANTH 1	Biological Anthropology	3
And		
ANTH 1L*#	Biological Anthropology Laboratory	1
BIO 3A*#	General Biology I	5
Or		
BIO 3AH*#	Honors General Biology I	5
BIO 3B*#	General Biology II	5
Or		
BIO 3BH*#	Honors General Biology II	5
BIO 3C*#	Biochemistry and Molecular Biology	5
BIO 4A*#	Principles of Cellular Biology	4
BIO 4B*#	Principles of Organismal Biology	4
BIO 11*#	Human Anatomy	4
BIO 15*#	General Microbiology	5
BIO 19#	Marine Biology	4
BIO 20#	Introduction to Biology	4
BIO 28*	Plants and Human Affairs	3
BIO 30*	Human Biology	3
BIO 31*#	Biology of Plants	4
BIO 40	Evolution	3
BIO 43*	Animal Behavior	3
ENV 18#	Introduction to Ecology	4
ENV 24#	Natural History of California	4
HORT 20#	Introduction to Horticultural Science	4
PSYC 3*	Biological Psychology	4

Area 6: Language Other than English – UC Requirement ONLY
Proficiency equal to two years of study in one foreign language in high school with grades of “C” or better (Official copy of the high school transcript must be on file in Admissions and Records) OR
Select one course from the following OR see a counselor for other options:

ARAB 1*	Elementary Arabic	5
ARAB 2*	Elementary Arabic	5
ARAB 3*	Intermediate Arabic	5
ARAB 4*	Intermediate Arabic	5
CHI 1*	Elementary Chinese	5
CHI 2*	Elementary Chinese	5
CHI 3*	Intermediate Chinese	5
CHI 4*	Intermediate Chinese	5
FR 1*	Elementary French	5
FR 2*	Elementary French	5
FR 3*	Intermediate French	5
FR 4*	Intermediate French	5
GER 1*	Elementary German	5
GER 2*	Elementary German	5
GER 3*	Intermediate German	5
GER 4*	Intermediate German	5
HEBR 1*	Elementary Hebrew	5
HEBR 2*	Elementary Hebrew	5
HEBR 3*	Intermediate Hebrew	5
ITA 1*	Elementary Italian	5
ITA 2*	Elementary Italian	5
ITA 3*	Intermediate Italian	5
ITA 4*	Intermediate Italian	5

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

JA 1*	Elementary Japanese	5
JA 2*	Elementary Japanese	5
JA 3*	Intermediate Japanese	5
JA 4*	Intermediate Japanese	5
KOR 1*	Elementary Korean	5
KOR 2*	Elementary Korean	5
KOR 3*	Intermediate Korean	5
KOR 4*	Intermediate Korean	5
PORT 1*	Elementary Portuguese	5
PORT 2*	Elementary Portuguese	5
PORT 3*	Intermediate Portuguese	5
PORT 4*	Intermediate Portuguese	5
PRSN 1*	Elementary Persian	5
PRSN 2*	Elementary Persian	5
PRSN 3*	Intermediate Persian	5
PRSN 4*	Intermediate Persian	5
SL 1*	American Sign Language I	4
SL 2*	American Sign Language II	4
SL 3*	American Sign Language III	4
SL 4*	American Sign Language IV	4
SPAN 1*	Elementary Spanish	5
Or		
SPAN 1H*	Honors Elementary Spanish	5
SPAN 2*	Elementary Spanish	5
Or		
SPAN 2H*	Honors Elementary Spanish	5
SPAN 3*	Intermediate Spanish	5
SPAN 4*	Intermediate Spanish	5

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

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

JA 1*	Elementary Japanese	5
JA 2*	Elementary Japanese	5
JA 3*	Intermediate Japanese	5
JA 4*	Intermediate Japanese	5
KOR 1*	Elementary Korean	5
KOR 2*	Elementary Korean	5
KOR 3*	Intermediate Korean	5
KOR 4*	Intermediate Korean	5
PORT 1*	Elementary Portuguese	5
PORT 2*	Elementary Portuguese	5
PORT 3*	Intermediate Portuguese	5
PORT 4*	Intermediate Portuguese	5
PRSN 1*	Elementary Persian	5
PRSN 2*	Elementary Persian	5
PRSN 3*	Intermediate Persian	5
PRSN 4*	Intermediate Persian	5
SL 1*	American Sign Language I	4
SL 2*	American Sign Language II	4
SL 3*	American Sign Language III	4
SL 4*	American Sign Language IV	4
SPAN 1*	Elementary Spanish	5
Or		
SPAN 1H*	Honors Elementary Spanish	5
SPAN 2*	Elementary Spanish	5
Or		
SPAN 2H*	Honors Elementary Spanish	5
SPAN 3*	Intermediate Spanish	5
SPAN 4*	Intermediate Spanish	5

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

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

SADDLEBACK COLLEGE
NEW, REVISED, AND DELETED COURSES
ACADEMIC YEAR 2020-2021

Exhibit C
Page 1 of 3

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
ATAS	COS 650A (250A)	1000398.00	ESTHETICIAN LEVEL A	nc, lim <u>Students must be a minimum of 16 years of age to enroll in this course. California State Board of Barbering and Cosmetology Business and Professions Code provides that the minimum qualifications for an applicant to sit for the licensure examination are that the applicant: (a) is not less than 17 years of age, (b) Has completed the 10th grade in the public schools of this state or its equivalent, 0.5-9 units/4.5 hrs lec/13.58 hrs lab/0 hr lrng cntr, oe/oe, repeatable up to 3 times until student earns 9 units</u>

SADDLEBACK COLLEGE
NEW, REVISED, AND DELETED COURSES
ACADEMIC YEAR 2020-2021

Exhibit C
Page 2 of 3

ATAS	COS 650B (250B)	1000399.00	ESTHETICIAN LEVEL B	nc, prereq Completion of COS 650A or 300 hours of training , 0.5-9 units/4.5 hrs lec/13.58 hrs lab/0 hr lrng cntr, oe/oe, repeatable up to 3 times until student earns 9 units
BS	CIMP 222	410033.00	ANDROID MOBILE APPS ADVANCED	dc
BS	CIMP 230	433418.00	INTRODUCTION TO COMPUTER AND VIDEO GAME DESIGN	hrs fr 3 hrs lec/0 hr lab/0 hr lrng cntr to <u>2 hrs lec/3 hrs lab/0 hr lrng cntr</u> , ti fr INTRODUCTION TO COMPUTER AND VIDEO GAME DESIGN to <u>INTRODUCTION TO VIDEO GAME DESIGN</u> , cat desc, tps, lrng obj, SLOs, moe, assign, txt
LA	ENG 22	405126.00	INTRODUCTION TO SHAKESPEARE	cat desc, sch desc
LA	ENG 25	314190.00	INTRODUCTION TO LITERATURE	prereq fr ENG 1A to <u>ENG 1A or ENG 1AH</u> , cat desc, sch desc, txt
LA	ENG 70	320030.00	REASONING AND COLLEGE READING	prereq fr ENG 1A with a "C" or better to <u>ENG 1A or 1AH with a "C" or better</u> , ti fr Reasoning and College Reading to <u>Critical Thinking, Reading, and Writing</u> , cat desc sch desc, SLOs, txt
LA	ENG 301	428259.00	BEGINNING WRITING LAB	dc
LA	ENG 334	296030.00	SPELLING SKILLS FOR COLLEGE	dc
LA	ENG 335	430815.00	SPELLING LABORATORY	dc
LA	ENG 340	320050.05	READ SKILLS/COLLEGE	SLOs, txt
LA	ENG 341	428258.00	READING LABORATORY	assign, val
LA	ENG 345	992205.00	BUILD BASIC READ SKILL	cat desc, sch desc, SLOs, txt
LA	ENG 346	992280.00	BASIC READING SKILLS LAB	SLOs, moe, assign, txt
LA	ENG 622H	431660.00	HONORS INTRODUCTION TO SHAKESPEARE	nc, rec prep <u>ENG 1A or ENG 1AH</u> , 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
LA	ENG 625H	431659.00	HONORS INTRODUCTION TO LITERATURE	nc, prereq <u>ENG 1A or ENG 1AH</u> , 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
LA	GER 621	130055.00	INTRODUCTION TO GERMAN CULTURE	nc, 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
MS	CS 630A	431666.00	COMPUTER DISCRETE MATHEMATICS I	nc, prereq <u>MATH 2 and CS 1A</u> , 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
MS	CS 630B	431668.00	COMPUTER DISCRETE MATHEMATICS II	nc, prereq <u>CS 30A or MATH 30A</u> , 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable

SADDLEBACK COLLEGE
NEW, REVISED, AND DELETED COURSES
ACADEMIC YEAR 2020-2021

Exhibit C
Page 3 of 3

MS	MATH 630A	431667.00	COMPUTER DISCRETE MATHEMATICS I	nc, prereq MATH 2 and CS 1A , 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable
MS	MATH 630B	431669.00	COMPUTER DISCRETE MATHEMATICS II	nc, prereq CS 30A or MATH 30A , 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable
MS	PHYS 610	431664.00	PHYS/CHEM FOR ELEM ED	nc, prereq Placement by the current assessment process or successful completion of MATH 353 with a "C" or better , 4 units/3 hrs lec/3 hr lab/0 hr lng cntr, non-repeatable
SS	ANTH 622	431661.00	MEDICAL ANTHROPOLOGY	nc, 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable
SS	SOC 1	776010.05	INTRODUCTION TO SOCIOLOGY	cat desc, sch desc, tps, SLOs, txt
SS	SOC 2	776030.00	SOCIAL PROBLEMS	cat desc, sch desc, gr opt fr GR to GN , lng obj, SLOs, txt
SS	SOC 6	429602.00	INTRO ASIAN CULT U.S.	dc
SS	SOC 601H	431671.00	HONORS INTRODUCTION TO SOCIOLOGY	nc, 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable
SS	SOC 602H	374054.00	HONORS SOCIAL PROBLEMS	nc, 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable
SS	WS 10	860010.00	INTRODUCTION TO WOMEN'S STUDIES	crs id fr WS to GSS , cat desc, sch desc, tps, lng obj, moe, txt
SS	WS 10H	405105.00	HONORS INTRO TO WOMEN'S STUDIES	crs id fr WS to GSS , cat desc, sch desc, lng obj, SLOs, txt
SS	WS 11H	405124.00	HONORS INTRODUCTION TO FEMINIST THEORY	crs id fr WS to GSS , cat desc, sch desc, SLOs
SS	WS 15	405125.00	INTRO QUEER STUDIES	crs id fr WS to GSS , cat desc, sch desc, tps, lng obj, SLOs, assign, txt
SS	WS 31	992594.00	GENDER & POP CULTURE	crs id fr WS to GSS , cat desc, sch desc, txt
SS	WS 120	860040.00	WOMEN AND CAREERS	crs id fr WS to GSS , cat desc, sch desc, txt

SADDLEBACK COLLEGE
NEW PROGRAMS
ACADEMIC YEAR 2020-2021

**New
Esthetician
Certificate of Achievement**

The Esthetician Certificate of Achievement is a 600-hour program divided into two 300-hour courses designed to prepare the student for the California State Board Esthetician Examination for state licensure and success as an esthetician. Courses include both classroom instruction and laboratory practice. Successful completion of this program and passing of the California State Board Esthetician Examination allow the graduate esthetician to perform manual and electrical facials, microdermabrasion, eyebrow arching and hair removal (other than by electrolysis) on arms, face and legs, or become a make-up artist or skin care representative.

This program is offered on an open enrollment basis and a waiting list may be maintained for those students who desire to enroll. Transfer students will be accepted on a space-available basis providing they have not achieved more than 300 certified hours of training. Interested students should contact the Advanced Technology and Applied Science Division office.

Students must be a minimum of 16 years of age to enroll in the esthetician coursework. In accordance with the California State Board of Barbering and Cosmetology Business and Professions Code, the minimum qualifications for an applicant to sit for the licensure examination are that the applicant: (a) is not less than 17 years of age, and (b) has completed the 10th grade in the public schools of this state or its equivalent.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Project a positive attitude and a sense of personal integrity and self-confidence.
- Respect the need to deliver worth service for value received in an employer-employee relationship.
- Practice effective communication skills, visual poise, and proper grooming.
- Perform basic manipulation skills in the areas of manual and electric facials, eyebrow shaping, skin treatments for normal, anti-aging and acne, and makeup for daily and formal events.
- Use basic analytical skills to determine proper chemicals and modalities to be used to treat the skin, including product knowledge to perform services on a diverse clientele, and understanding of color, contouring, and camouflage in makeup application for the client's overall health and image.
- Apply learned theory, technical information and related matter to assure sound judgments, decisions and procedures.

Required Core

<u>Course ID</u>	<u>Title</u>	<u>Units</u>
COS 250A*	Esthetician Level A	9
COS 250B*	Esthetician Level B	9

Total Units for the Certificate 18

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

SADDLEBACK COLLEGE
NEW PROGRAMS
ACADEMIC YEAR 2020-2021

**New
Esthetician
Associate of Science**

The Esthetician Associate of Science degree consists of students' general education courses and 600-hours Esthetician coursework divided into two 300-hour courses designed to prepare the student for the California State Board Esthetician Examination for state licensure and success as an esthetician. Courses include both classroom instruction and laboratory practice. Successful completion of this program and passing of the California State Board Esthetician Examination allow the graduate esthetician to perform manual and electrical facials, microdermabrasion, eyebrow arching and hair removal (other than by electrolysis) on arms, face and legs, or become a make-up artist or skin care representative.

This program is offered on an open enrollment basis and a waiting list may be maintained for those students who desire to enroll. Transfer students will be accepted on a space-available basis providing they have not achieved more than 300 certified hours of training. Interested students should contact the Advanced Technology and Applied Science Division office.

Students must be a minimum of 16 years of age to enroll in the esthetician coursework. In accordance with the California State Board of Barbering and Cosmetology Business and Professions Code, the minimum qualifications for an applicant to sit for the licensure examination are that the applicant: (a) is not less than 17 years of age, and (b) has completed the 10th grade in the public schools of this state or its equivalent.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Project a positive attitude and a sense of personal integrity and self-confidence.
- Respect the need to deliver worth service for value received in an employer-employee relationship.
- Practice effective communication skills, visual poise, and proper grooming.
- Perform basic manipulation skills in the areas of manual and electric facials, eyebrow shaping, skin treatments for normal, anti-aging and acne, and makeup for daily and formal events.
- Use basic analytical skills to determine proper chemicals and modalities to be used to treat the skin, including product knowledge to perform services on a diverse clientele, and understanding of color, contouring, and camouflage in makeup application for the client's overall health and image.
- Apply learned theory, technical information and related matter to assure sound judgments, decisions and procedures.

Required Core

<u>Course ID</u>	<u>Title</u>	<u>Units</u>
COS 250A*	Esthetician Level A	9
COS 250B*	Esthetician Level B	9

Total Units for the Major 18

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

SADDLEBACK COLLEGE
NEW PROGRAMS
ACADEMIC YEAR 2020-2021

Associate Degree

Associate of Science Degree

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

General Education Requirements for Associate Degrees

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

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

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

ACTION: Approval

BACKGROUND

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

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
Art History Associate in Arts

Students majoring in art history at the lower division level are provided with a rigorous and rich foundation in the history of art, critically examining the importance of artistic traditions in the study of human cultures. Through a variety of historical periods, students learn to identify, analyze, and interpret works of art and architecture as they reflect not only individual achievement but also the political, social, religious, and economic interests of the society from which they emerge. Students may enroll in the art history program to prepare for transfer into an upper division program in art history.

Program Student Learning Outcomes

Upon completion of the Art History AA, students will be able to:

- Successfully complete objective glossary quizzes that evaluate his/her developed vocabulary maturation as it relates to the discipline of art history.
- Define and articulate appropriate art historical terminologies that are utilized in the analyses of aesthetic works of art and architecture.
- Demonstrate a rudimentary understanding of the technical processes involved in standard historical art making.

Course ID	Title	Units
<i>Complete all of the following core courses</i>		
ARTH 4	Introduction to Art Theory	3
ARTH 25	Art History Survey I: Western	3
ARTH 26	Art History Survey II: Western	3
ARTH 27	Art History Survey III- Non-Western	3
ARTH 5	Introduction to Art Media	3

Complete a total of 9 units from the following courses

ARTH 1	History of Photography	3
ARTH 22	Survey of Asian Art	3
ARTH 23	African and Oceanic Art	3
ARTH 24	Ancient Art	3
ARTH 28	Contemporary Art History	3
ARTH 29	19 th and Early 20 th Century Art	3
ARTH 30	Renaissance and Baroque Art	3
ARTH 31	Medieval Art	3
ARTH 32	History of World Architecture	3
ARTH 33	American Art	3
ARTH 50	History of Graphic Design	3

Recommended Electives

ARTH 110	Introduction to Museums	3
ARTH 115	Collections Management	3
HUM 1	Introduction to Humanities	3
HUM 21	Introduction to Asian Religions	3
HUM 22	Introduction to Judaism, Christianity, and Islam	3
HUM 50	Mythology	3
HUM 70	History of Film	3
HUM 71	Introduction to Film	3
WR 2	College Writing 2- Critical Thinking, Writing	4

Total 24

Revised
Art History Associate in Arts

Students majoring in art history at the lower division level are provided with a rigorous and rich foundation in the history of art, critically examining the importance of artistic traditions in the study of human cultures. Through a variety of historical periods, students learn to identify, analyze, and interpret works of art and architecture as they reflect not only individual achievement but also the political, social, religious, and economic interests of the society from which they emerge. Students may enroll in the art history program to prepare for transfer into an upper division program in art history.

Program Student Learning Outcomes

Upon completion of the Art History AA, students will be able to:

- Successfully complete objective glossary quizzes that evaluate his/her developed vocabulary maturation as it relates to the discipline of art history.
- Define and articulate appropriate art historical terminologies that are utilized in the analyses of aesthetic works of art and architecture.
- Demonstrate a rudimentary understanding of the technical processes involved in standard historical art making.

Course ID	Title	Units
<i>Complete all of the following core courses</i>		
ARTH 4	Introduction to Art Theory	3
ARTH 25	Art History Survey I: Western	3
ARTH 26	Art History Survey II: Western	3
ARTH 27	Art History Survey III- Non-Western	3

Complete a total of 9 units from the following courses

ARTH 1	History of Photography	3
ARTH 22	Survey of Asian Art	3
ARTH 23	African and Oceanic Art	3
ARTH 24	Ancient Art	3
ARTH 28	Contemporary Art History	3
ARTH 29	19 th and Early 20 th Century Art	3
ARTH 30	Renaissance and Baroque Art	3
ARTH 31	Medieval Art	3
ARTH 32	History of World Architecture	3
ARTH 33	American Art	3

Total 21

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

**Current
Liberal Studies: Teacher Education AA**

The intent of this degree is to prepare students for careers and/or higher education in the field of education, particularly in elementary school teaching. It is adapted from the requirements of the state-approved Multiple Subject Credential Program. The degree emphasizes the integration of concepts from the arts and humanities, literature, natural sciences, and social sciences, offering a broad foundation in diverse disciplines. This course of study fosters the student's understanding and appreciation of how human knowledge and experience have evolved in historical and cultural contexts. The degree also stresses the development of skills in quantitative reasoning, critical thinking, and communication in the English language, both orally and in writing.

Program Student Learning Outcomes

Upon completion of the Liberal Studies: Teacher Education AA, students will be able to:

- Develop an historical and aesthetic appreciation of human expression and diversity as it reflects the human experience.
- Conceptualize and apply theoretical constructs within the real world as it affects our physical experience.
- Identify, analyze and understand social phenomenon as it affects the human condition.

Course ID Title Units
Complete a minimum of 18 units from the following courses, with at least one course taken in three different disciplines:

Arts and Humanities:

ARTH 20	Art Appreciation	3
DANCE 12	Modern Dance I	2
HIST 1	The History of World Civilizations to 1500	3
HIST 10	Western Civilization: Beginnings to the Reformation	3
MUS 1	The Basics of Music	3
MUS 20	Music Appreciation	3
TA 20	Theatre Appreciation- Classical Overview	3
TA 27	Introduction to Fine Arts in Theater	3

English Communication:

COMM 1	Communication Fundamentals	3
COMM 2	Persuasion	3
COMM 3	Argumentation and Debate	3
PHIL 3	Introduction to Logic	3
RD 74	Critical Reading	3
WR 1	College Writing 1	4
WR 2	College Writing 2- Critical Thinking, Writing	4

Literature:

LIT 1	Introduction to Literature	3
LIT 7	Survey of Children's Literature	3
LIT 20	Survey of British Literature to 1776	3
LIT 21	British Literature from Blake to the Present	3
LIT 22	American Literature to Twain	3
LIT 23	American Literature: Twain to the Present	3

Mathematics:

CS 6A	Computer Discrete Mathematics I	3
	Or	

MATH 30	Computer Discrete Mathematics I	3
CS 6B	Computer Discrete Mathematics II	3
	Or	
MATH 31	Computer Discrete Mathematics II	3
ECON 10	Statistics for Business and Economics	3
	Or	
MGT 10	Statistics for Business and Economics	3
	Or	
PSYC 10	Statistical Methods in the Behavioral Sciences	3
MATH 2	Pre-Calculus	5
MATH 3A	Analytic Geometry and Calculus I	5
MATH 3B	Analytic Geometry and Calculus II	5
MATH 4A	Analytic Geometry and Calculus III	5
MATH 8	College Algebra	5
MATH 10	Introduction to Statistics	3
MATH 11	A Brief Course in Calculus	4
MATH 24	Elementary Differential Equations	4
MATH 26	Introduction to Linear Algebra	4
MATH 5	Mathematics for Liberal Arts Students	3
MATH 124	Trigonometry	3

Natural Sciences:

BIO 1	The Life Sciences	3
	Or	
BIO 1	The Life Sciences	3
	And	
BIO 1L	The Life Sciences Laboratory	1
ERTH 20	Introduction to Earth Science	4
GEOL 1	Physical Geology	4
PHYS 20	The Ideas and Events of Physics	4

Social Sciences:

GEOG 2	Cultural Geography	3
GEOG 3	World Regional Geography	3
HIST 1	The History of World Civilizations to 1500	3
HIST 20	American History Through the Civil War	3
HIST 21	American History Since the Civil War	3
HD 7	Developmental Psychology-Childhood and Adolescence	3
	Or	
PSYC 7	Developmental Psychology-Childhood and Adolescence	3
HD 15	Socialization of the Child- Child, Family, Community	3
	Or	
SOC 15	Socialization of the Child- Child, Family, Community	3
PS 1	American Government	3
PSYC 13	Psychology of Reasoning and Problem Solving	3

Total 18

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

Revised
Emphasis in Liberal Studies AA

Or
College Writing 2- Critical Thinking, Writing Honors 4

The degree emphasizes the integration of concepts from the arts and humanities, literature, natural sciences, and social sciences, offering a broad foundation in diverse disciplines. This course of study fosters the student's understanding and appreciation of how human knowledge and experience have evolved in historical and cultural contexts. The degree stresses the development of skills in quantitative reasoning, critical thinking, and communication in order for students to be well-rounded individuals who can engage in critical and creative thinking to solve problems, explore alternatives and make decisions in a variety of settings.

Program Student Learning Outcomes

Upon completion of the Emphasis in Liberal Studies AA, students will be able to:

- Develop an historical and aesthetic appreciation of human expression and diversity as it reflects the human experience.
- Conceptualize and apply theoretical constructs within the real world as it affects our physical experience.
- Identify, analyze and understand social phenomenon as it affects the human condition.

HUMANITIES:

HIST 1	The History of World Civilizations to 1500	3
Or		
HIST 1H	The History of World Civilizations to 1500 Honors	3
HIST 2	The History of World Civilizations Since 1500	3
HIST 10	Western Civilization: Beginnings to the Reformation	3
HIST 11	The West and the World Since the Renaissance	3
HIST 20	American History Through the Civil War	3
HIST 21	American History Since the Civil War	3
HIST 25	History of California	3
HUM 1	Introduction to Humanities	3
Or		
HUM 1H	Introduction to Humanities	3
HUM 27	World Religions	3
PHIL 1	Introduction to Philosophy	3
PHIL 5	Political Philosophy	3
Or		
PS 5	Political Philosophy	3
PHIL 2	Introduction to Ethics	3
PHIL 10	Ancient Philosophy	3
PHIL 11	Modern Philosophy	3

LITERATURE:

LIT 1	Introduction to Literature	3
LIT 7	Survey of Children's Literature	3
LIT 20	Survey of British Literature to 1776	3
LIT 21	British Literature from Blake to the Present	3
LIT 22	American Literature to Twain	3
LIT 23	American Literature: Twain to the Present	3
LIT 33	Introduction to Drama	3

MATHEMATICS:

CS 6A	Computer Discrete Mathematics I	3
Or		
MATH 30	Computer Discrete Mathematics I	3
CS 6B	Computer Discrete Mathematics II	3
Or		
MATH 31	Computer Discrete Mathematics II	3
ECON 10	Statistics for Business and Economics	3
Or		
ECON 10H	Statistics for Business and Economics Honors	3
Or		
MGT 10	Statistics for Business and Economics	3
Or		
MGT 10H	Statistics for Business and Economics Honors	3
Or		
MATH 10	Introduction to Statistics	3
Or		
PSYC 10	Statistical Methods in the Behavioral Sciences	3
Or		
PSYC 10H	Statistical Methods in the Behavioral Sciences	3

Course ID Title Units
Complete a minimum of 18 units from the following courses, with at least one course taken in three different disciplines:

ARTS:

ART 50	Beginning Oil Painting	3
ART 80	Drawing Fundamentals	3
ARTH 4	Introduction to Art Theory	3
ARTH 20	Art Appreciation	3
DNCE 77	Dance History: 20th-21st Century	3
MUS 1	The Basics of Music	3
Or		
MUS 1H	The Basics of Music Honors	3
MUS 20	Music Appreciation	3
Or		
MUS 20H	Music Appreciation Honors	3
MUS 21	World Music	3
MUS 27	History of Jazz	3
MUS 28	History of Rock Music	3
TA 20	Theatre Appreciation- Classical Overview	3
TA 22	Introduction to Theater	3
TA 27	Introduction to Fine Arts in Theater	3

ENGLISH COMMUNICATION:

COMM 1	Communication Fundamentals	3
Or		
COMM 1H	Communication Fundamentals Honors	3
COMM 2	Persuasion	3
COMM 3	Argumentation and Debate	3
PHIL 3	Introduction to Logic	3
RD 74	Critical Reading	3
WR 1	College Writing 1	4
Or		
WR 1H	College Writing 1 Honors	4
WR 2	College Writing 2- Critical Thinking, Writing	4

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

Honors			Or		
MATH 2	Pre-Calculus	5	ANTH 2H	Cultural Anthropology Honors	3
MATH 3A	Analytic Geometry and Calculus I	5	ANTH 3	Culture and Language	3
	Or		ANTH 9	Introduction to Archaeology	3
MATH 3AH	Analytic Geometry and Calculus I Honors	5	ECON 20	Introductory Economics	3
MATH 3B	Analytic Geometry and Calculus II	5		Or	
	Or		ECON 20H	Introductory Economics Honors	3
MATH 3BH	Analytic Geometry and Calculus II Honors	5	GEOG 2	Cultural Geography	3
MATH 4A	Analytic Geometry and Calculus III	5	GEOG 3	World Regional Geography	3
MATH 5	Mathematics for Liberal Arts Students	3		Or	
MATH 8	College Algebra	5	GEOG 3H	World Regional Geography Honors	3
MATH 11	A Brief Course in Calculus	4	GEOG 38	California Geography	3
MATH 20	Mathematics of Elementary Teachers	3	HD 7	Developmental Psychology-Childhood and Adolescence	3
MATH 24	Elementary Differential Equations	4		Or	
	Or		PSYC 7	Developmental Psychology-Childhood and Adolescence	3
MATH 24H	Elementary Differential Equations Honors	4			
MATH 26	Introduction to Linear Algebra	4	HD 10	Introduction to Elementary Teaching	3
MATH 124	Trigonometry	3	HD 15	Socialization of the Child- Child, Family, Community	3
NATURAL SCIENCES:				Or	
BIO 1	The Life Sciences	3	SOC 15	Socialization of the Child- Child, Family, Community	3
	Or		PS 1	American Government	3
BIO 1H	The Life Sciences Honors	3		Or	
BIO 1	The Life Sciences	3	PS 1H	American Government Honors	3
	And		PSYC 1	Introduction to Psychology	3
BIO 1L	The Life Sciences Laboratory	1		Or	
BIO 1H	The Life Sciences Honors	3	PSYC 1H	Introduction to Psychology Honors	3
	And		PSYC 6	Developmental Psychology- Lifespan	3
BIO 1L	The Life Sciences Honors	3	PSYC 13	Psychology of Reasoning and Problem Solving	3
BIO 3	Humans and the Biological World	3		Or	
CHEM 3	Fundamental Chemistry	4	PSYC 13H	Psychology of Reasoning and Problem Solving Honors	3
ERTH 20	Introduction to Earth Science	4			
GEOG 1	Physical Geography	3	SOC 1	Introduction to Sociology	3
GEOG 1	Physical Geography	3		Or	
	AND		SOC 1H	Introduction to Sociology Honors	3
GEOG 1L	Physical Geography Laboratory	1			
GEOG 10	Introduction to Weather and Climate	3			
	Or		Total 18-22		
GEOG 10H	Introduction to Weather and Climate Honors	3			
GEOL 1	Physical Geology	4			
GEOL 22	Earth History	4			
GEOL 23	Natural Disasters	4			
PHYS 20	The Ideas and Events of Physics	4			
PSYC 3	Physiological Psychology	3			
PSYC 3	Physiological Psychology	3			
	And				
PSYC 3L	Physiological Psychology Lab	1			
PSYC 3H	Physiological Psychology Honors	3			
PSYCH 3H	Physiological Psychology Honors	3			
	And				
PSYC 3L	Physiological Psychology Lab	1			
SOCIAL SCIENCES:					
ANTH 2	Cultural Anthropology	3			

Total 18-22

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

Current
English- Creative Writing Associate in Arts

Students majoring in English at the lower division level concentrate on learning how to interpret literature critically and imaginatively, and how to write prose that is clear, exact, and expressive. Thus the major is appropriate for students who desire or require the ability to be closely attentive to language and to its ramifications. Students anticipating careers in law, education, communications, governmental affairs, and business may find the English major especially helpful. The wide versatility of the English major makes it generally appropriate for students whose career inclinations may be uncertain or indefinite, since the abilities one masters as an English major may be applied to a wide range of contexts and circumstances. The major is also designed for transfer students intending upper division study in literature, criticism, or related fields. English majors at Irvine Valley College may elect an emphasis either in literature or in creative writing. In both cases, students should complete both Writing 1 and Writing 2 in fulfillment of language and rationality requirements within the general education package. The faculty recommends that English majors do not select a literature course to meet the humanities requirement for general education, but explore related subjects in the humanities that may be of interest to them.

Program Student Learning Outcomes

Upon completion of the English- Creative Writing AA, students will be able to:

- Interpret literature critically and imaginatively, and respond in writing that is clear, exact, and expressive.
- Demonstrate through both speaking and writing how literature might embody and generate meaning, reflect and create culture, and engage the human imagination.
- Analyze the major types of literary expression as well as recurrent conventions, concerns, and values central to literature and to the understanding of literary texts and contexts.
- Possess knowledge of literary materials reflecting diversity in genre, historical period, and cultural expression.
- Possess knowledge of foundational classical and modern texts; major literary periods and traditions; major genres and literary forms; and non-canonical texts, including those of marginalized peoples and emergent cultures whose literature has traditionally been ignored.

Complete 3 units from the following courses:

LIT 40	Introduction to the Hebrew Bible (Old Testament)	3
LIT 41	Introduction to the New Testament	3
LIT 43	Introduction to Shakespeare	3

Complete ~~one~~ of the following courses:

LIT 7	Survey of Children's Literature	3
LIT 45	Women in Literature	3
LIT 48	Film and Literature	3
LIT 49	Popular Literature	3

Recommended Electives:

HIST 10	Western Civilization" Beginnings to the	3
	Reformation	
HIST 11	The West and the World Since the Renaissance	3
PHIL 1	Introduction to Philosophy	3

Any humanities or literature course, or courses in history and criticism of the arts, or foreign language courses.

Total	25
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Course ID	Title	Units
<i>Complete the following courses:</i>		
WR 2	College Writing 2- Critical Thinking, Writing	4
	Or	
WR 2H	College Writing 2- Critical Thinking, Writing	4
	Honors	
WR 10	Introduction to Creative Writing	3
LIT 1	Introduction to Literature	3
LIT 24	Contemporary Literature	3

Complete 3 units from the following courses:

WR 11	Writing Short Fiction	3
WR 13	Writing Poetry	3

Complete 3 units from the following courses:

LIT 30	Introduction to the Novel	3
LIT 31	Introduction to Short Fiction	3
LIT 32	Introduction to Poetry	3
LIT 33	Introduction to Drama	3

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

Revised
English- Creative Writing Associate in Arts

Students majoring in English at the lower division level concentrate on learning how to interpret literature critically and imaginatively, and how to write prose that is clear, exact, and expressive. Thus the major is appropriate for students who desire or require the ability to be closely attentive to language and to its ramifications. Students anticipating careers in law, education, communications, governmental affairs, and business may find the English major especially helpful. The wide versatility of the English major makes it generally appropriate for students whose career inclinations may be uncertain or indefinite, since the abilities one masters as an English major may be applied to a wide range of contexts and circumstances. The major is also designed for students intending upper division study in literature, criticism, or related fields.

English majors at Irvine Valley College may elect an emphasis either in literature or in creative writing. In both cases, students should complete both Writing 1 and Writing 2 in fulfillment of language and rationality requirements within the general education package. The faculty recommends that English majors do not select a literature course to meet the humanities requirement for general education, but explore related subjects in the humanities that may be of interest to them.

Program Student Learning Outcomes

Upon completion of the English- Creative Writing AA, students will be able to:

- Interpret literature critically and imaginatively, and respond in writing that is clear, exact, and expressive.
- Demonstrate through both speaking and writing how literature might embody and generate meaning, reflect and create culture, and engage the human imagination.
- Analyze the major types of literary expression as well as recurrent conventions, concerns, and values central to literature and to the understanding of literary texts and contexts.
- Possess knowledge of literary materials reflecting diversity in genre, historical period, and cultural expression.
- Possess knowledge of foundational classical and modern texts; major literary periods and traditions; major genres and literary forms; and non-canonical texts, including those of marginalized peoples and emergent cultures whose literature has traditionally been ignored.

Complete 3 units from the following courses:

LIT 40	Introduction to the Hebrew Bible (Old Testament)	3
LIT 41	Introduction to the New Testament	3
LIT 43	Introduction to Shakespeare	3
LIT 20	Survey of British Literature to 1776	3
LIT 21	British Literature from Blake to the Present	3
LIT 22	American Literature to Twain	3
LIT 23	American Literature: Twain to the Present	3

Complete 3 units of the following courses:

LIT 7	Survey of Children's Literature	3
LIT 24	Contemporary Literature	3
LIT 45	Women in Literature	3
LIT 46	Intercultural Literature	3
LIT 48	Film and Literature	3
LIT 49	Popular Literature	3

Total	22
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<i>Course ID</i>	<i>Title</i>	<i>Units</i>
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Complete the following courses:

WR 2	College Writing 2- Critical Thinking, Writing	4
	Or	
WR 2H	College Writing 2- Critical Thinking, Writing	4
	Honors	
WR 10	Introduction to Creative Writing	3
LIT 1	Introduction to Literature	3

Complete 3 units from the following courses:

WR 11	Writing Short Fiction	3
WR 13	Writing Poetry	3
WR 14	Intermediate Poetry Writing	3
WR 15	Introduction to Screenwriting for Film/TV	3

Complete 3 units from the following courses:

LIT 30	Introduction to the Novel	3
LIT 31	Introduction to Short Fiction	3
LIT 32	Introduction to Poetry	3
LIT 33	Introduction to Drama	3

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

Current
English- Literature Associate in Arts

Students majoring in English at the lower division level concentrate on learning how to interpret literature critically and imaginatively, and how to write prose that is clear, exact, and expressive. Thus the major is appropriate for students who desire or require the ability to be closely attentive to language and to its ramifications. Students anticipating careers in law, education, communications, governmental affairs, and business may find the English major especially helpful. The wide versatility of the English major makes it generally appropriate for students whose career inclinations may be uncertain or indefinite, since the abilities one masters as an English major may be applied to a wide range of contexts and circumstances. The major is also designed for transfer students intending upper division study in literature, criticism, or related fields.

English majors at Irvine Valley College may elect an emphasis either in literature or in writing. In both cases, students should complete both Writing 1 and Writing 2 in fulfillment of language and rationality requirements within the general education package. The faculty recommends that English majors do not select a literature course to meet the humanities requirement for general education, but explore related subjects in the humanities that may be of interest to them.

Program Student Learning Outcomes

Upon completion of the English- Literature AA, students will be able to:

- Interpret literature critically and imaginatively, and respond in writing that is clear, exact, and expressive.
- Demonstrate through both speaking and writing how literature might embody and generate meaning, reflect and create culture, and engage the human imagination.
- Analyze the major types of literary expression as well as recurrent conventions, concerns, and values central to literature and to the understanding of literary texts and contexts.
- Possess knowledge of literary materials reflecting diversity in genre, historical period, and cultural expression.
- Possess knowledge of foundational classical and modern texts; major literary periods and traditions; major genres and literary forms; and non-canonical texts, including those of marginalized peoples and emergent cultures whose literature has traditionally been ignored.

LIT 40	Introduction to the Hebrew Bible (Old Testament)	3
LIT 41	Introduction to the New Testament	3
LIT 42	Myths of the Ancient World	3
LIT 43	Introduction to Shakespeare	3

Recommended Electives:

HIST 10	Western Civilization" Beginnings to the Reformation	3
PHIL 1	Introduction to Philosophy	3
PHIL 10	Ancient Philosophy	3
PHIL 11	Modern Philosophy	3
RD 74	Critical Reading	3
WR 10	Introduction to Creative Writing	3
WR 11	Writing Short Fiction	3
WR 13	Writing Poetry	3

Any humanities or literature course, or courses in history and criticism of the arts, or foreign language courses.

Total	22
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<i>Course ID</i>	<i>Title</i>	<i>Units</i>
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Complete the following courses:

WR 2	College Writing 2- Critical Thinking, Writing	4
	Or	
WR 2H	College Writing 2- Critical Thinking, Writing	4
	Honors	

Complete 6 units from the following courses:

LIT 20	Survey of British Literature to 1776	3
LIT 21	British Literature from Blake to Present	3
LIT 22	American Literature to Twain	3
LIT 23	American Literature: Twain to the Present	3

Complete 3 units from the following courses:

LIT 30	Introduction to the Novel	3
LIT 31	Introduction to Short Fiction	3
LIT 32	Introduction to Poetry	3
LIT 33	Introduction to Drama	3

Complete 3 units from the following courses:

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

Revised
English- Literature Associate in Arts

Students majoring in English at the lower division level concentrate on learning how to interpret literature critically and imaginatively, and how to write prose that is clear, exact, and expressive. Thus the major is appropriate for students who desire or require the ability to be closely attentive to language and to its ramifications. Students anticipating careers in law, education, communications, governmental affairs, and business may find the English major especially helpful. The wide versatility of the English major makes it generally appropriate for students whose career inclinations may be uncertain or indefinite, since the abilities one masters as an English major may be applied to a wide range of contexts and circumstances. The major is also designed for students intending upper division study in literature, criticism, or related fields.

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Program Student Learning Outcomes

Upon completion of the English- Literature AA, students will be able to:

- Interpret literature critically and imaginatively, and respond in writing that is clear, exact, and expressive.
- Demonstrate through both speaking and writing how literature might embody and generate meaning, reflect and create culture, and engage the human imagination.
- Analyze the major types of literary expression as well as recurrent conventions, concerns, and values central to literature and to the understanding of literary texts and contexts.
- Possess knowledge of literary materials reflecting diversity in genre, historical period, and cultural expression.
- Possess knowledge of foundational classical and modern texts; major literary periods and traditions; major genres and literary forms; and non-canonical texts, including those of marginalized peoples and emergent cultures whose literature has traditionally been ignored.

Complete 3 units from the following courses:

LIT 7	Survey of Children's Literature	3
LIT 24	Contemporary Literature	3
LIT 45	Women in Literature	3
LIT 48	Film and Literature	3
LIT 49	Popular Literature	3
WR 10	Introduction to Creative Writing	3
WR 11	Writing Short Fiction	3
WR 13	Writing Poetry	3
WR 15	Introduction to Screenwriting for Film/TV	3

Total	22
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Course ID	Title	Units
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Complete the following courses:

WR 2	College Writing 2- Critical Thinking, Writing	4
	Or	
WR 2H	College Writing 2- Critical Thinking, Writing	4
	Honors	

Complete 6 units from the following courses:

LIT 20	Survey of British Literature to 1776	3
LIT 21	British Literature from Blake to Present	3
LIT 22	American Literature to Twain	3
LIT 23	American Literature: Twain to the Present	3
LIT 40	Introduction to the Hebrew Bible (Old Testament)	3
LIT 41	Introduction to the New Testament	3
LIT 43	Introduction to Shakespeare	3

Complete 3 units from the following courses:

LIT 30	Introduction to the Novel	3
LIT 31	Introduction to Short Fiction	3
LIT 32	Introduction to Poetry	3
LIT 33	Introduction to Drama	3

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

Current
Local Area Networks: Cisco Associate in Science

CIM 172

Digital Forensics Fundamentals

3

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.

Total 24

Program Student Learning Outcomes

Upon completion of the Local Area Networks: Cisco AS, students will be able to:

- Demonstrate an understanding of the procedural process in each component of the Transmission Control Protocol/Internet Protocol (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.
- Develop proper documentation techniques for Local Area Networks (LAN).
- 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 (Small Office, Home Office) SOHO environments.

Course ID	Title	Units
<i>Complete the following courses:</i>		
CIM 106	A+ Hardware Concepts	3
CIM 108	A+ Operating Systems Preparation	3
CIM 160	Computer Network Fundamentals (Network+)	3
CIM 263.2	CCNA: Internetworking Technologies II	3
CIM 161	Systems and Network Administration (Linux+)	3
CIM 263.1	CCNA: Internetworking Technologies I	3
CIM 263.3	CCNA: Internetworking Technologies III	3
CIM 263.4	CCNA: Internetworking Technologies IV	3

Recommended Electives

CIM 170	Introduction to Information Systems Security (Security+)	3
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IRVINE VALLEY COLLEGE
NEW, REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

Revised
Local Area Networks: Cisco Associate in Science

CIM 172

Digital Forensics Fundamentals

3

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.

Total	22
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Program Student Learning Outcomes

Upon completion of the Local Area Networks: Cisco AS, students will be able to:

- Demonstrate an understanding of the procedural process in each component of the Transmission Control Protocol/Internet Protocol (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.
- Develop proper documentation techniques for Local Area Networks (LAN).
- 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 (Small Office, Home Office) SOHO environments.

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
<i>Complete the following courses:</i>		
CIM 110	Information and Communication Technology Essentials	3
CIM 160	Computer Network Fundamentals (Network+)	3
CIM 161	Systems and Network Administration (Linux+)	3
CIM 181	CCNA 1- Introduction to Networks	3
CIM 182	CCNA 2- Routing and Switching Essentials	3
CIM 283	CCNA 3- Scaling Networks	3
CIM 284	CCNA 4- Connecting Networks	3

Recommended Electives

CIM 170	Introduction to Information Systems Security (Security+)	3
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IRVINE VALLEY COLLEGE
NEW, REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

Current
Web Authoring Associate in Science

The primary purpose of the web authoring 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.

Program Student Learning Outcomes

Upon completion of the Web Authoring AS, students will be able to:

- Design, create, and modify Web sites using the latest technologies and tools.
- Analyze user needs to implement Web site content, graphics, and interactivity, while meeting accessibility guidelines.
- Integrate Web sites with other computer applications, and convert written, graphic, audio, and video components to compatible Web formats by using software designed to facilitate the creation of Web and multimedia content.
- Prepare students for employment—and to maintain state-of-the-art skills of workers already employed—in California's rapidly expanding web authoring industry.

<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>Complete three courses from the following list</i>		
CIM 249	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
<hr/>		
Total		18

Revised
Web Authoring Associate in Science

The primary purpose of the web authoring 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.

Program Student Learning Outcomes

Upon completion of the Web Authoring AS, students will be able to:

- Design, create, and modify Web sites using the latest technologies and tools.
- Analyze user needs to implement Web site content, graphics, and interactivity, while meeting accessibility guidelines.
- Integrate Web sites with other computer applications, and convert written, graphic, audio, and video components to compatible Web formats by using software designed to facilitate the creation of Web and multimedia content.
- Prepare students for employment—and to maintain state-of-the-art skills of workers already employed—in California's rapidly expanding web authoring industry.

<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>Complete three courses from the following list</i>		
CIM 49	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
<hr/>		
Total		18

**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
Arts	14826.00	DNCE 57	Choreographic Projects	nc
	14827.00	DNCE 90	Dance Training: Theraband Resistance Workout	nc
	14491.00	MUS 87	Jazz and Popular Voice	recprep, prereq fr MUS 80 to None , SLOs, tps, moe, assign, txt, val
LLR	10644.15	ESL 361A	Intermediate Skills II A	prereq fr ESL 360B to None

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

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honarium/Travel</i>
May 24, 2019	Saddleback College Commencement Ceremony	Dr. Victor Rios	Commencement Address: Opportunity and Equity	\$6000 (includes all travel costs)

IRVINE VALLEY COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honarium/Travel</i>
	None			

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Prop 39 Clean Energy Project, Notice of Completion, Amtek Construction

ACTION: Approval

BACKGROUND

On August 27, 2018, the Board of Trustees approved an agreement with Amtek Construction for the Irvine Valley College Prop 39 Clean Energy project in the amount of \$600,932. At this board meeting under *SOCCCD: March-April 2019 Change Orders / Amendments* item, staff recommends the Board of Trustees ratify Change Order No. 1 decreasing the contract amount by \$2,050, for a revised contract total of \$598,882.

STATUS

Contract work is complete. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the Irvine Valley College Prop 39 Clean Energy project.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion for the Irvine Valley College Prop 39 Clean Energy project to Amtek Construction, for a final contract amount of \$598,882. It is also recommended that the Board of Trustees 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 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: Prop 39 Clean Energy Project at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 5th day of September 2018, which contract was made with AMTEK CONSTRUCTION, as Contractor; that said improvements were completed on the 20th day of December 2018, and accepted by formal action of the governing board of said District on the 20th day of May 2019, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is THE OHIO CASUALTY INSURANCE COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

IRVINE VALLEY COLLEGE
5500 IRVINE CENTER DRIVE
IRVINE, CA 92618

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: SOCCCD: Irvine Valley College B300 Exterior Improvements Project, Notice of Completion, Amtek Construction

ACTION: Approval

BACKGROUND

On May 21, 2018, the Board of Trustees approved an agreement with Amtek Construction for the Irvine Valley College B300 Exterior Improvements project, in the amount of \$813,636. At this board meeting under *SOCCCD: March-April 2019 Change Orders / Amendments* item, staff recommends the Board of Trustees ratify Change Order No. 1 extending the agreement by 253 days and decreasing the contract amount by \$34,273.83, for a revised contract total of \$779,362.17.

STATUS

Contract work is complete. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the Irvine Valley College B300 Exterior Improvements project.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion for the Irvine Valley College B300 Exterior Improvements project to Amtek Construction, for a final contract amount of \$779,362.17. It is also recommended that the Board of Trustees 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 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: B300 Exterior Improvements project at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 29th day of May 2018, which contract was made with AMTEK CONSTRUCTION, as Contractor; that said improvements were completed on the 30th day of April 2019, and accepted by formal action of the governing board of said District on the 20th day of May 2019, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is THE OHIO CASUALTY INSURANCE COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

IRVINE VALLEY COLLEGE
5500 IRVINE CENTER DRIVE
IRVINE, CA 92618

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: SOCCCD: Student Out of State Travel

ACTION: Approval

BACKGROUND

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

STATUS

The student out of state travel items listed in EXHIBIT A have been reviewed by college faculty and administration, along with appropriate business services staff for adherence to all requisite activities and conditions associated with student travel. The college trip dates, locations, and costs are provided related to the travel.

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

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the college student out of state travel for the participants, dates, locations and costs.

Out of State Student Travel
May 20, 2019
Board of Trustees Meeting

Student Group Travel

Name of Group/Club, Description of Trip, Location	Trip Dates Inclusive, to/from	No. of students	No. of faculty	Total Cost	Funding Source(s)	College
ELEVATE AAPI @ IVC APIA Scholars Higher Education Summit Washington, D.C.	June 18-21, 2019	6	2	\$10,290	AANAPISI Grant: \$10,290	IVC
IVC Dance Department "Full Throttle" Performance in Philadelphia, PA	August 14-18, 2019	4	1	\$ 6,465	ASIVC: \$6,465 Pending final budget approval; will be supplemented by Dance Foundation fund	IVC

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 April 30, 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 April 30, 2019

General Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries	\$18,489	
2000	Classified Salaries	\$231,949	
3000	Fringe Benefits	\$43,490	
4000	Books and Supplies	\$25,000	
5000	Other Operating Expenses & Services	\$122,939	
6000	Capital Outlay		\$361,821
7500	Student Financial Aid		\$15,067
7600	Other Payments to Students		\$64,979
Total Transfers - General Fund		\$441,867	\$441,867

Capital Outlay Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
2000	Classified Salaries		\$32,208
3000	Fringe Benefits		\$2,931
5000	Other Operating Expenses & Services		\$37,493
6000	Capital Outlay	\$1,201,553	
7300	Transfer Out		\$1,169
7900	Contingency		\$1,127,752
Total Transfers - Capital Outlay Fund		\$1,201,553	\$1,201,553

Associated Student Government - Saddleback College

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
4000	Books and Supplies		\$378
5000	Other Operating Expenses & Services	\$378	
Total Transfers - Associated Student Gov't. - SC		\$378	\$378

Associated Student Government - Irvine Valley College

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
4000	Books and Supplies	\$301	
5000	Other Operating Expenses & Services		\$301
Total Transfers - Associated Student Gov't. - IVC		\$301	\$301

Total Transfers		\$1,644,099	\$1,644,099
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TO: Board of Trustees**FROM:** Kathleen F. Burke, Chancellor**RE:** SOCCCD: Budget Amendment: Adopt Resolution No. 19-11 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

Extended Opportunity Programs & Services (EOPS), Irvine Valley College	\$1,846
Disabled Students Programs & Services (DSPS), Irvine Valley College	\$7,008
Basic Skills, Saddleback College	\$16,884
Cooperative Agencies Resources for Education (CARE), Irvine Valley College	\$9,182
Classified Professional Development, District-wide	<u>\$112,856</u>
Total Increase to the General Fund	<u><u>\$147,776</u></u>

Total Budget Amendment \$147,776

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 19-11 to amend the FY 2018-2019 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION NO. 19-11

May 20, 2019

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$147,776 is assured to said District as an increase of the amounts required to finance the total proposed budgeted 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

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8600	State Revenue	\$147,776
		<u>\$147,776</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
1000	Academic Salaries	\$5,000
2000	Classified Salaries	\$7,000
3000	Fringe Benefits	\$4,884
5000	Other Operating Expenses & Services	\$119,864
7500	Student Financial Aid	\$7,067
7600	Other Payments to Students	\$3,961
		<u>\$147,776</u>
	Total Budget Amendment	<u>\$147,776</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2018-2019

GENERAL FUND

RESOLUTION NO. 19-11

May 20, 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 \$147,776 duly and regularly adopted by the said Board at a regular meeting thereof held on May 20, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21st day of May 2019.

Kathleen F. Burke
Secretary to the Board of Trustees

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: March – April 2019 Change Orders/Amendments

ACTION: Ratification

BACKGROUND

On November 19, 2018, the Board of Trustees 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 / Amendment Amount	Revised Total Contract Amount
A.	<u>Amtek Construction</u> Irvine Valley College B300 Exterior Improvements Project – Construction Services Change Order No. 01 – For a deductive change order for unused project allowance and to extend the agreement an additional 253 days under the same terms and conditions from 8/20/18 to 4/30/19. Irvine Valley College	(\$34,273.83)	\$779,362.17
B.	<u>Amtek Construction</u> Irvine Valley College Prop 39 Clean Energy Project – Construction Services Change Order No. 01 – For a deductive change order for unused project allowance. Irvine Valley College	(\$2,050.00)	\$598,882.00
C.	<u>Alternative Delivery Solutions, LLC</u> Saddleback College Access Control Phase 1 Project – Design-build Consultant Services Amendment No. 04 – To extend the agreement an additional year under the same terms and conditions from 4/30/19 to 4/30/20. Saddleback College	\$81,120.00	\$375,830.00

D.	<u>MIG, Inc.</u> South Orange County Community College District Education Master and Strategic Plans Project – Professional Services Amendment No. 1 – To add website support services. District Services	\$18,000.00	\$252,675.00
E.	<u>Rancho Santiago Community College District</u> Saddleback College SubGrant Agreement Amendment No. 1 – To decrease grant budget value by \$41,666 from current amount of \$41,666 for the Regional Website/Catalog Project from 7/1/16 to 6/30/20. Saddleback College	(\$41,666.00)	\$0

South Orange County Community College District
B300 Exterior Improvements Project, IVC
Board Change Order No. 1

April 24, 2019

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	COR Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (cal days)
348	General Contractor	Amtek Construction		\$813,636.00	\$0.00	(\$34,273.83)	\$779,362.17	0
		12409 E Slauson Ave., Ste I, Whittier, CA	TOTAL	813,636.00			779,362.17	0

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	4/22/2019	Deductive CO to remove project allowance	By District	Approved	(\$34,273.83)	0
		TOTAL THIS CHANGE ORDER REQUEST			(\$34,273.83)	0

South Orange County Community College District
Prop 39 Clean Energy Project, IVC
Bid No. 345
Board Change Order No. 1

April 24, 2019

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	COR Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (cal days)
345	General Contractor	Amtek Construction		\$600,932.00	\$0.00	(\$2,050.00)	\$598,882.00	0
		12409 E Slauson Ave., Ste I, Whittier, CA	TOTAL	600,932.00			598,882.00	0

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	4/23/2019	Removal of unused allowance from contract value	By District	Approved	(\$2,050.00)	0
		TOTAL THIS CHANGE ORDER REQUEST			(\$2,050.00)	0



AMENDMENT NO. 04
TO THE DESIGN-BUILD SERVICES AGREEMENT
AT SADDLEBACK COLLEGE

THIS AMENDMENT shall modify the original agreement dated November 1, 2016, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Alternative Delivery Solutions, LLC hereinafter referred to as Consultant

WHEREAS, Article VII.9 of the original agreement provides that the terms, rates and provisions of said agreement may be amended by mutual consent of the parties by written modification only;

WHEREAS, Article III of the original agreement provides for additional Consultant services in writing;

WHEREAS, Article V states the original contract value as \$232,310;

WHEREAS, Both parties have requested to renew and extend the agreement for an additional 12 months for a new completion date of April 30, 2020 at an additional cost of \$81,120.00;

WHEREAS, due to the extension of this Agreement, the contract value increases for a revised total value of \$375,830.00 with a current unpaid balance of \$24,784.00; and

NOW, THEREFORE, the Parties agree as follows:

1. The term of the agreement is hereby extended from April 30, 2019 to April 30, 2020 under the same terms and conditions of the original agreement.
2. The total contract value has been amended.

Original Contract Amount	\$ 232,310
Amendment No.1	\$ 0
Amendment No.2	\$ 62,400
Amendment No.3	\$ 0
Amendment No.4	\$ 81,120
Total Contract Amount	\$ 375,830

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of Agreement shall remain in full force and effect.

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

Alternative Delivery Solutions, LLC

BY:

Handwritten signature of Robert J. Hartung in blue ink.

Signature of Authorized Representative

Print Name: Robert J. Hartung

Print Title: President

Date: 3/20/19

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

BY:

Handwritten signature of Ann-Marie Gabel in blue ink.

Signature of Authorized Representative

Print Name: Ann-Marie Gabel

Print Title: Vice Chancellor, Business Services

Date: 3/19/19



AMENDMENT NO. 01
TO THE PROFESSIONAL SERVICES AGREEMENT
AT SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

THIS AMENDMENT shall modify the original agreement dated November 1, 2018, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and MIG, Inc. hereinafter referred to as "Contractor".

WHEREAS, Article 21 of the original agreement provides that provisions of said agreement may be amended by mutual, written consent of the Parties;

WHEREAS, District wishes to add to the Development of District and Colleges' Education Master and Strategic Plans Project to add new services of creating and hosting a stand-alone project website in the amount of \$18,000;

WHEREAS, this additional service will increase the original agreement of \$234,675 by \$18,000 for a new contract total of \$252,675; and

NOW, THEREFORE, the Parties agree as follows:

1. Incorporate Attachment A – Website Support to Agreement.
2. The new contract amount is \$252,675.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of Agreement shall remain in full force and effect.

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

MIG, Inc.

BY:

Signature of Authorized Representative

Print Name:

Print Title:

Date:

Email & Phone:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

Signature of Authorized Representative

Print Name: Priya Jerome

Print Title: Executive Director- Procurement, Risk Mgmt

Date:

Email & Phone: (949)582-4405

approved 10/29/18

EXHIBIT A

Participation Agreement - Summary Sheet

Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes a modification of South Orange County Community College District's Scope of Work for the 2016-2017 allocation of Strong Workforce Regional Funds (DO-17-2185-13) under the Master Agreement, DO-17-2185-13, and is subject to the terms and conditions as outlined in the Master Agreement.

Participation Agreement Number	DO-17-2185-13
Participation Agreement Number	DO-17-2185-13.x.01
ACTION	Modification (May 2018)
Fiscal Year Allocation	2016-2017
Term	07/01/2016 - 6/30/2020 <u>12/31/18</u>
Name of College	N/A
District	South Orange County Community College District
Participation Agreement Point of Contact	
Name	Dr. Robert S Bramucci
Title	Vice Chancellor, Technology & Learning
Address	28000 Marguerite Parkway
City, State Zip	Mission Viejo, CA 92692
REGIONAL PROJECTS	
1. Project Name	Regional Website/Catalog
a. Is the college a Lead for this Project?	No
b. Amount of funds for this project	\$0
c. Brief description of work to be performed	Modification: exist from the project; release \$41,666; reduce budget to \$0.
Total Allocation	\$0

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

South Orange County Community College District

Name of President or Designee: Priya Jerome Executive Director, Procurement

Signature: [Signature] Date: 3/18/19

Name of Fiscal Officer or Designee: Kim McCord Executive Director, Fiscal Services/Comptroller

Signature: [Signature] Date: 3/21/19

Regional Consortium

LA/OC RC Director: Gustavo Chamorro

Signature: [Signature] Date: 3-21-19

RSCCD - Fiscal Agent

Name of Fiscal Agent Representative: Sarah Santoyo

Signature: [Signature] Date: 3/25/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: [SOCCCD: Purchase Orders and Checks]

ACTION: Ratification

BACKGROUND

In accordance with the provisions of the California Education Code Sections 81656 and 85230, purchase orders and checks are submitted for ratification by the Board of Trustees.

STATUS

Purchase orders \$5,000 and above amounting to \$725,519.19 and an additional 471 purchase orders below \$5,000 amounting to \$320,385.77 for a combined total of \$1,045,904.96 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 1,521 checks in the amount of \$10,958,514.74 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)

April 3, 2019 through April 26, 2019

<u>PO #</u>	<u>Supplier</u>	<u>Location</u>	<u>Description</u>	<u>Amount</u>
P191603	B & H Photo	SC	Panasonic Projector and Lens for Theatre Arts	17,529.16
P191292	Belson Outdoors, LLC	SC	Outdoor Seating for Culinary Arts	5,994.27
P191291	Bookfactory, LLC	SC	Notebooks for Disabled Students Programs and Services (DSPS)	5,234.92
P191382	BSN Sports LLC	IVC	Field Marking Paint Supplies for Athletics	8,026.00
P191361	Cambridge University Press	SC	Venture Textbooks for Adult Education	25,394.64
P191452	Cambridge University Press	SC	Venture Textbooks for Adult Education	11,784.36
P191434	Cengage Learning	SC	Stand Out Textbooks for Adult Education	10,521.79
P191691	CI Solutions	SOCCCD	ID Cards for the Unified Student ID Card Project - Board Approved 03/25/19	19,581.41
P191593	DiaMedical USA Equipment, LLC	SC	Emergency Medical Services Ambulance Cot for the Paramedic Program	5,566.45
P191334	Division of the State Architect	SOCCCD	Division of State Architect Plan Check Fees - Master Signage Project at ATEP	28,636.12
P191340	Educational Testing Service	SC	HiSET Vouchers for Adult Education	9,293.44
P191605	FHEG Saddleback College Bookstore	SC	Gas Cards for Student Equity & Achievement Program students	13,000.00
P191640	GST	IVC	AV Equipment for Performing Arts Center AV Upgrade per Board Resolution #18-28	346,572.27
P191294	Hach Company	SC	Spectrophotometers for Biology	21,854.25
P191427	Office Depot	SC	Office Supplies for Adult Education	5,442.00
P191516	Prepress Supply, Inc.	SC	Calendared Heat Press for New Printer in Graphic Communications	15,663.36
P191647	Prestige Golf Cars	SC	Utility Carts for Saddleback FMO	23,195.15
P191479	Quark Enterprises, Inc.	SC	Glassware Supplies for Organic Chemistry Laboratory	8,014.89
P191604	Saddleback College	SC	Promise Program Fees for Spring 2019	92,204.00
P191746	Sehi Computer Products	SC	Laptops for Architecture Department	22,631.75
P191618	Sehi Computer Products	SC	Scanners for New Test Scoring Program	7,499.40
P191480	Southwest Offset Printing Company	SC	Printing for SC Emeritus Fall 2019 Schedule of Classes	6,018.80
P191542	Spectrum Chemical Mfg. Corporation	SC	Safety Equipment for students in Chemistry Laboratory Classes	10,233.56
P191689	Stabilizer Solutions, Inc.	IVC	Mound Clay for the Baseball Field	5,627.20
Total Purchase Orders \$5,000 and above				725,519.19
471 Purchase Orders Under \$5,000				320,385.77
Total Purchase Orders				1,045,904.96



South Orange County Community College District

EXHIBIT B
Page 1 of 1

Purchase Order Ratification (Amount)

April 3, 2019 through April 26, 2019

<u>PO #</u>	<u>Supplier</u>	<u>Location</u>	<u>Description</u>	<u>Amount</u>
P191640	GST	IVC	AV Equipment for Performing Arts Center AV Upgrade per Board Resolution #18-28	346,572.27
P191604	Saddleback College	SC	Promise Program Fees for Spring 2019	92,204.00
P191334	Division of the State Architect	SOCCCD	Division of State Architect Plan Check Fees - Master Signage Project at ATEP	28,636.12
P191361	Cambridge University Press	SC	Venture Textbooks for Adult Education	25,394.64
P191647	Prestige Golf Cars	SC	Utility Carts for Saddleback FMO	23,195.15
P191746	Sehi Computer Products	SC	Laptops for Architecture Department	22,631.75
P191294	Hach Company	SC	Spectrophotometers for Biology	21,854.25
P191691	CI Solutions	SOCCCD	ID Cards for the Unified Student ID Card Project - Board Approved 03/25/19	19,581.41
P191603	B & H Photo	SC	Panasonic Projector and Lens for Theatre Arts	17,529.16
P191516	Prepress Supply, Inc.	SC	Calendared Heat Press for New Printer in Graphic Communications	15,663.36
P191605	FHEG Saddleback College Bookstore	SC	Gas Cards for Student Equity & Achievement Program students	13,000.00
P191452	Cambridge University Press	SC	Venture Textbooks for Adult Education	11,784.36
P191434	Cengage Learning	SC	Stand Out Textbooks for Adult Education	10,521.79
P191542	Spectrum Chemical Mfg. Corporation	SC	Safety Equipment for students in Chemistry Laboratory Classes	10,233.56
P191340	Educational Testing Service	SC	HiSET Vouchers for Adult Education	9,293.44
P191382	BSN Sports LLC	IVC	Field Marking Paint Supplies for Athletics	8,026.00
P191479	Quark Enterprises, Inc.	SC	Glassware Supplies for Organic Chemistry Laboratory	8,014.89
P191618	Sehi Computer Products	SC	Scanners for New Test Scoring Program	7,499.40
P191480	Southwest Offset Printing Company	SC	Printing for SC Emeritus Fall 2019 Schedule of Classes	6,018.80
P191292	Belson Outdoors, LLC	SC	Outdoor Seating for Culinary Arts	5,994.27
P191689	Stabilizer Solutions, Inc.	IVC	Mound Clay for the Baseball Field	5,627.20
P191593	DiaMedical USA Equipment, LLC	SC	Emergency Medical Services Ambulance Cot for the Paramedic Program	5,566.45
P191427	Office Depot	SC	Office Supplies for Adult Education	5,442.00
P191291	Bookfactory, LLC	SC	Notebooks for Disabled Students Programs and Services (DSPS)	5,234.92
Total Purchase Orders \$5,000 and above				725,519.19
471 Purchase Orders Under \$5,000				320,385.77
Total Purchase Orders				1,045,904.96



South Orange County Community College District

EXHIBIT C

Page 1 of 1

Check Ratification

April 3, 2019 through April 26, 2019

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	1,310	5,881,355.51
07 IVC Community Education	2	2,611.18
09 SC Community Education	36	280,314.33
12 Child Development	9	65,798.12
40 Capital Outlay	88	4,147,678.30
68 Self Insurance	4	5,640.92
71 Retiree Benefit	3	486,090.83
95 SC Associated Student Government	36	50,372.06
96 IVC Associated Student Government	33	38,653.49
Total	1,521	10,958,514.74

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Contracts

ACTION: Ratification

BACKGROUND

On November 19, 2018, the Board of Trustees 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 March 22, 2019, through April 16, 2019, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved 135 total contracts, following review by legal counsel, when appropriate.

Contract summaries are as follows:

EXHIBIT	# OF CONTRACTS	CONTRACT AMOUNT	TOTAL
A	50	\$5,000-\$200,000	\$1,673,713.42
B	6	\$ Zero Value	\$0.00
C	2	\$15,000-\$200,000	\$80,498.37
N/A	77	Under \$5,000	\$117,605.82
TOTAL	135		\$1,871,817.61

RECOMMENDATION

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



March 22, 2019 through April 16, 2019
Contracts with Values between \$5,000 and \$200,000
Board Date: May 20, 2019

CONTRACTOR NAME**CONTRACT AMOUNT**

<u>TYR, Inc.</u> DSA Inspection Services Agreement (Amend No. 1) – To increase contract value by \$5,100 from current agreement amount of \$186,660 for additional inspection services of the New IVC Parking Lot Phase A Project through 10/31/2019. <div style="text-align: right;">District Services</div>	\$191,760.00
<u>Brainstorm Studios, LLC</u> Educational Services Agreement (Amend No. 2) – To increase contract value by \$65,000 from current agreement amount of \$70,000 for additional computer classes offered through Community Education through 6/30/2020. <div style="text-align: right;">Saddleback College</div>	\$135,000.00
<u>Bottling Group, LLC</u> Beverage Vending & Promotional Services Agreement (Amend No. 1) – To retroactively exercise 4 th year extension option under the same terms and conditions of the original agreement, from 7/1/2018 to 6/30/2019. <div style="text-align: right;">Irvine Valley College</div>	\$128,361.09 Revenue
<u>AWS (Amazon Web Services)</u> Technology Services Agreement (Amend No. 1) – To increase the contract value by \$35,000 from current agreement amount of \$80,000 for additional Cloud services to support District infrastructure and applications through 6/30/2019. <div style="text-align: right;">District Services</div>	\$115,000.00
<u>IBI Group, a California Partnership</u> Professional Services Agreement – To provide architectural services for the B100 Exterior Improvements Project from 4/10/2019 to 9/30/2021. <div style="text-align: right;">Irvine Valley College</div>	\$99,960.00
<u>tBP Architecture, Inc.</u> Professional Services Agreement (Amend No. 3) – To increase contract value by \$4,210 from current agreement amount of \$67,400 for additional architectural services for the B300 Exterior Improvements Project and to extend term by four months through 6/30/2019. <div style="text-align: right;">Irvine Valley College</div>	\$71,610.00
<u>TURNITIN, LLC</u> Software License Agreement – Renewal of an online writing, evaluation, and anti-plagiarism tool used for instruction from 8/1/2019 to 7/31/2020. <div style="text-align: right;">Saddleback College - Irvine Valley College</div>	\$68,801.75

<u>Hyland LLC</u> Software Maintenance Agreement – Renewal of Perceptive document management solution software from 7/1/2019 to 6/30/2020. District Services	\$64,079.40
<u>MAXIMUS Federal Services, Inc.</u> Independent Contractor Agreement (Modification No. 1) – To change the name to MAXIMUS Federal Services Inc. previously known as General Dynamics Information Technology, Inc. through 10/1/2019. District Services	\$58,000.00
<u>ePlus</u> Software License Agreement – Renewal of NetApp Storage Area Network (SAN) for hardware and software support from 4/1/2019 to 3/31/2020. Saddleback College	\$50,635.98
<u>Department of General Services: Office of Administrative Hearings</u> Professional Services Agreement – To provide county hearing officer services on employee related employment matter from 7/1/2019 to 6/30/2020. District Services	\$48,000.00
<u>CI Solutions</u> Software License Agreement (Amend No. 1) – To increase contract value by \$750 from current agreement amount of \$45,744.87 for additional CI Badge programming functionality through 10/23/2019. District Services	\$46,494.87
<u>Blackbaud, Inc.</u> Software License Agreement – Renewal of Raiser's Edge NXT Pro subscription services for fundraising activities from 12/17/2018 to 12/16/2021. Irvine Valley College Foundation	\$44,982.00
<u>Goodwill Industries of Orange County</u> Professional Services Agreement (Amend No. 1) – To increase total contract value by \$10,000 from current agreement amount of \$26,000 for additional interpreting services from 7/1/2018 to 6/30/2020. Saddleback College	\$36,000.00
<u>Meridian IT, Inc.</u> Software License Agreement – Renewal of Nutanix virtual desktop infrastructure system used in instruction from 5/16/2019 to 6/30/2020. Saddleback College	\$32,607.35
<u>Code Ninja</u> Professional Services Agreement – To provide system design and software development services for Student Information System (SIS) from 3/27/2019 to 12/31/2021. District Services	\$32,000.00

<u>Nuventive, LLC</u> Software License Agreement (Addendum) – To provide integration services between the Learning Management System (Canvas) and the Nuventive Improvement Platform at both colleges from 4/4/2019 to 4/3/2022. District Services	\$30,240.00
<u>Dell, Inc.</u> Technology Services Agreement – To provide vSAN drive installation and configuration services from 4/10/2019 to 4/9/2020. Irvine Valley College	\$26,835.81
<u>LogMeIn</u> Software License Agreement – Renewal of BoldChat helpdesk subscription software from 2/19/2019 to 2/18/2020. Irvine Valley College	\$23,890.32
<u>Nuventive, LLC</u> Software License Agreement – Districtwide renewal of TracDat subscription for program review from 4/18/2019 to 4/17/2020. District Services	\$21,900.00
<u>West Coast Netting, Inc.</u> Field Services Agreement (Amend No. 1) – No cost, 90 day extension to replace baseball and softball field netting through 7/24/2019. Saddleback College	\$21,797.83
<u>Santa Monica College</u> Subgrant Agreement – To engage in activities to support the National Science Foundation (NSF) INCLUDES Alliance: STEM Core Expansion program from 9/1/2018 to 08/31/2023. Saddleback College	\$20,000.00
<u>CDW-G</u> Software License Agreement – For VMWare Horizon Enterprise Edition license for datacenter platform from 4/1/2019 to 3/31/2020. Irvine Valley College	\$19,000.00
<u>Vital Link</u> Independent Contractor Agreement – To provide support and coordinate logistics for the Odyssey 2.0 Sustainable Fair to showcase Career Technical Education (CTE) programs from 4/2/2019 to 4/30/2019. Saddleback College	\$18,266.00
<u>curriQunet</u> Software License Agreement – Subscription and professional services to maintain the curriculum management system and META licensing from 2/1/2019 to 7/31/2019. District Services	\$16,873.04

<u>Media Services 55</u> Professional Services Agreement – To provide an educational advertising campaign for the Emeritus Institute programs through Laguna Woods Village TV from 4/1/2019 to 3/31/2020. Saddleback College Foundation	\$16,560.00
<u>25th Hour Communications</u> Independent Contractor Agreement – To provide digital media advertising services from 4/1/2019 to 6/30/2019. Saddleback College	\$15,000.00
<u>Like Nu Concrete, Inc.</u> Field Services Agreement – To provide stair repair services for LRC (Learning Resource Center) and Sciences building from 4/8/2019 to 6/8/2019. Saddleback College	\$14,835.60
<u>Slater Waterproofing, Inc.</u> Field Services Agreement – To remove spalled concrete at Science and Math Building from 3/29/2019 to 7/20/2019. Saddleback College	\$14,620.00
<u>C.R.I. Electric Inc.</u> Field Services Agreement – To provide campus-wide lighting repair in parking lots and walkways from 3/25/2019 to 5/25/2019. Saddleback College	\$13,850.00
<u>INTELECOM Intelligent Telecommunications, Inc.</u> Software Development Agreement – To develop and design myVRC, a mobile platform and smart phone application for veteran students from 3/1/2019 to 8/31/2019. District Services	\$13,500.00
<u>Davison+Moore Commercial Flooring</u> Field Services Agreement – To replace carpet tiles in various rooms at Student Services Center from 4/1/2019 to 6/1/2019 Irvine Valley College	\$13,099.00
<u>Sun Environmental Engineering Services, Inc.</u> Field Services Agreement – To provide remediation services to Science Math building from 4/5/2019 to 10/5/2019. Saddleback College	\$12,885.00
<u>Charity Booster, Inc.</u> Independent Contractor Agreement – To provide vacation packages as a live auction item for the Foundation Awards Dinner on 3/9/2019. Irvine Valley College Foundation	\$12,000.00
<u>Fete the Venue</u> Facility Rental Agreement – To provide catering and venue rental for the Foundation Awards event on 3/14/2020. Irvine Valley College Foundation	\$12,000.00

<u>CollegeSource, Inc.</u> Software Subscription Agreement – Renewal of Transfer Evaluation System (TES) used by the Counseling department from 2/1/2019 to 1/31/2020. Irvine Valley College	\$11,117.00
<u>CodeSpeak Labs</u> Educational Services Agreement (Amend No. 1) – To increase the total contract value by \$5,000 from current agreement amount of \$5,000 for additional program offerings from 1/22/2019 to 05/31/2019. Saddleback College	\$10,000.00
<u>The Hills Hotel</u> Facility Rental Agreement (Amend No.1) - To increase the total contract value by \$356.03 from current agreement amount of \$9,500 for the use of audio-visual equipment on 4/5/2019. District Services	\$9,856.03
<u>Southland Instruments, Inc.</u> Field Services Agreement – To provide maintenance and repair of classroom microscopes from 11/30/2018 to 6/30/2019. Irvine Valley College	\$9,600.00
<u>VFS Fire and Security Services</u> Field Services Agreement – To provide annual inspection and testing of fire alarm system from 4/5/2019 to 5/5/2019. Irvine Valley College	\$8,995.00
<u>Pcubed Associates, Inc.</u> Professional Services Agreement – To provide engineering services for the IVC B300 Seismic Performance Review Project from 3/31/2019 to 5/31/2019. District Services	\$8,500.00
<u>Haitbrink Asphalt Paving, Inc.</u> Field Services Agreement – To repair asphalt at parking lots 4A and near Student Services Center from 4/30/2019 to 7/30/2019. Saddleback College	\$7,300.00
<u>Saddleback Golf Cars</u> Rental Agreement – To rent golf carts for the Kinesiology department during the closure of Lot 2B due to the Stadium Construction Project from 3/1/2019 to 8/31/2019. District Services	\$7,112.00
<u>Nuventive, LLC</u> Software License Agreement (Addendum) – Subscription to IMPROVE hosting environment from 4/4/2019 to 4/3/2020. District Services	\$7,000.00

<u>eTeamSponsor, Inc.</u> Software License Agreement – Renewal of an on-line fundraising software application for the Athletics Department from 2/1/2019 to 1/31/2022. Saddleback College Foundation	\$6,848.00
<u>Opus Inspection, Inc.</u> Rental Agreement – To provide rental equipment and software for automotive training program for smog inspectors and technicians from 6/1/2019 to 6/30/2020. Saddleback College	\$6,400.35
<u>WSP USA, Inc.</u> Professional Services Agreement – To provide labor compliance consulting services for the Access Control Project from 3/31/19 to 4/1/2021. Saddleback College	\$5,540.00
<u>Rebecca Morgan</u> Independent Contractor Agreement – To develop an instructional report for the Wellness and Veterans department on how to train academic counselors to advise active duty and veterans to enroll in college courses from 4/1/2019 to 6/30/2020. Irvine Valley College	\$5,000.00
<u>Jillian Ventrone</u> Independent Contractor Agreement – To develop an educational report for the Wellness and Veterans department identifying the various programs offered to marines and sailors located at Camp Pendleton in order to aid them when transitioning to civilian life from 4/1/2019 to 6/30/2020. Irvine Valley College	\$5,000.00
<u>Go Engineer, Inc.</u> Software Agreement – To produce 3D engineering drawings used in the Math and Engineering classes from 2/28/2019 to 3/31/2020. Irvine Valley College	\$5,000.00



March 22, 2019 through April 16, 2019
Contracts with Value of \$0
Board Date: May 20, 2019

<u>CONTRACTOR NAME</u>	<u>CONTRACT AMOUNT</u>
<u>MemorialCare Surgical Center Laguna Woods</u> Professional Services Agreement (Amend No.1) – To update name from Laguna Hills Surgery Center to MemorialCare Surgical Center Laguna Woods. Saddleback College	\$0.00
<u>Grand Canyon University</u> Clinical Affiliation Agreement (Addendum) – To add coursework requirements to the Nursing Concurrent Enrollment Program (NCEP) from 11/29/2018 to 11/28/2021. Saddleback College	\$0.00
<u>Beach Bus Bistro</u> Catering Services Agreement – To provide catering services for the ELEVATION event on 4/27/2019. Irvine Valley College	\$0.00
<u>Castle Branch, Inc.</u> Independent Contractor Agreement – To provide Drug or Alcohol testing services for the Health Sciences & Human Services department from 3/18/2019 to 3/17/2024. Saddleback College	\$0.00
<u>Second Harvest Food Bank of Orange County, Inc.</u> Program Agreement – To support CalFresh Outreach Program to students in need from 7/1/2019 to 6/30/2021. Irvine Valley College – Saddleback College	\$0.00
<u>Orange County Superintendent of Schools</u> Student Fieldwork Agreement – To provide training and field experience for students enrolled in the Nutritional Program from 3/1/2019 to 2/28/2024. Saddleback College	\$0.00

March 22, 2019 through April 16, 2019



Contracts awarded through the California Uniform Public Construction Cost Accounting Act (CUPCCAA) with values between \$15,000 and \$200,000

Board Date: May 20, 2019

Contractor Name / Description Of Contract	Change Order	Contract Amount	# of Contractors Solicited	# Of Bids Received	Rationale For Award
<u>Blue Violet Networks, LLC</u> Field Services Agreement - Installation of panic buttons for the access control and security systems upgrade project Irvine Valley College	N/A	\$59,898.37	N/A	N/A	At the Board meeting on June 25, 2018, the Board approved use of CMAS Agreement No. 3-17-84-0052B and 4-16-84-0053A for equipment and services required for the access control and security systems upgrade project.
<u>Universal Flooring Services, Inc.</u> Field Services Agreement – Replacement of the McKinney Theatre stage floor Saddleback College	N/A	\$20,600.00	4	3	Contract awarded to lowest responsive, responsible bidder.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College and Irvine Valley College: Student Government
Tentative Budgets FY 2019-2020

ACTION: Approval

BACKGROUND

The Saddleback College Associated Student Government (ASG) and Associated Students of Irvine Valley College (ASIVC) have developed their tentative budgets for FY 2019-2020. During the spring semester 2019, the Saddleback College ASG tentative budget was ratified by the ASG Board of Directors. During the spring semester 2019, the ASIVC tentative budget was ratified by ASIVC, reviewed by the Budget Development and Resource Planning Committee, and reviewed by the Strategic Planning and Accreditation Council. Funding for the budgets is derived from the sale of student government stickers and stamps (student activity fee) as well as bookstore and food service commissions. The budgets were established to provide funding for co-curricular programs, scholarships, student initiatives, and student activities, including student clubs.

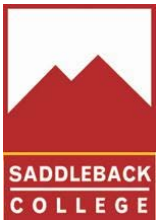
STATUS

The Saddleback College ASG tentative budget for FY 2019-2020 is presented as EXHIBIT A. The Irvine Valley College ASIVC tentative budget for FY 2019-2020 is presented as EXHIBIT B. The adopted budgets will be brought to the Board in August and will include actual beginning fund balances and a detail budget of grants/allocations.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the FY 2019-2020 tentative student government budgets as presented in EXHIBITS A & B.

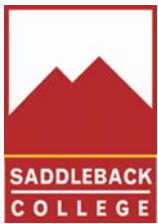
Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*
Dr. Elliot Stern, President, Saddleback College
Dr. Glenn R. Roquemore, President, Irvine Valley College



Associated Student Government FY 2019-2020 Tentative Budget Presentation

SOCCCD Board of Trustees
May 20, 2019

Presented by:
Perry Meade, ASG President
Jake Rybczyk, ASG Director of Budget and Finance and
President-Elect



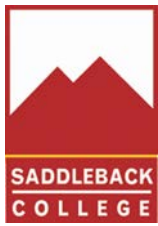
Budget Highlights

- \$150,000 in beginning balance due to unused funds from Fiscal Year 2018-2019
- \$125,000 projected in Stamp Sales; ASG transitioned to an opt-out fee in 2018-2019 that yielded a larger increase in sales than anticipated; we anticipate close to a similar amount in FY 2019-2020.
- Contracted revenue is based on bookstore and food service which includes the cafeteria, coffee carts, and vending. ASG receives 40.72% of contracted services revenue (59.28% is deposited in the SC general fund).
 - \$223,960 (40.72% of \$550,000)
 - \$29,318 (40.72% of \$72,000; total is derived from 12 months - Cafeteria @ \$4,000/mo, The Drip Coffee @ \$1,600/mo and vending @ \$400/mo)
- Committed to donate at least 20% of total sources of funds, after taking out the emergency reserve, to scholarships
 - Child Development Center Scholarships
 - Foundation General Scholarships
 - Financial Aid Book Scholarships
 - Promise Program



Tentative Budget Chart

Sources and Uses of Funds	FY 2018-2019 Adopted	FY 2019-2020 Tentative	Change	Note
Sources of Funds				
<i>Beginning Balance</i>	177,501	150,000	-27,501	A
<i>Revenue:</i>				
Bookstore Contract	201,564	223,960	22,396	B
Cafeteria/Coffee Cart/Vending	29,318	29,318	0	
Stamp Sales	75,000	125,000	50,000	D
Total Sources of Funds	483,383	528,278	44,895	E
Uses of Funds				
Campus Life	72,960	112,170	39,210	F
Co-Curricular Programs	50,350	47,175	-3,175	F
ASG Operations	15,500	21,000	5,500	F
ASG Operations (Personnel, Non-Discretionary)	114,128	114,845	717	F
Student Support	92,967	74,950	-18,017	F
Scholarships	89,095	115,876	26,781	G
Emergency Reserve	48,383	42,262	-6,121	H
Total Uses of Funds	483,383	528,278	44,895	E
A. Beginning balance from unused funds from FY 2018-2019				
B. Bookstore revenue will remain stable for FY 2019-2020; in FY 2018-2019 we anticipated a decrease in revenue that did not occur				
C. Dining services will remain stable for FY 2019-2020				
D. ASB Stamp revenue has increased due to the new Opt-Out initiated in FY 2018-2019; actual revenue exceeded expected amount from FY 2018-2019 adopted budget				
E. Total Sources of Funds increased due to increased stamp and contracted revenue				
F. Variances in some categories changed due to new programs funded through division funding cycle and increased revenue to allocate more items				
G. Scholarships reflect at least 20% of the budget after emergency reserve is removed; increased due to revenue and stamp sales increases				
H. Emergency reserve reflects 8% of the Sources of Funds				



FY 2018-2019 ASG Highlights

Civic Engagement

- Worked with the Pre-Law Society to host a candidate forum featuring, local, state and federal politicians.
- Registered over 1,000 students to vote through our, “Don’t Ghost the Vote”. Had 315 individuals vote during the on campus polling event.

Non Academic Barriers

- Created the ASG Affordable Housing Committee.
- Conducted the Saddleback College Housing and Needs Survey.
- Attended Real #114 Housing & Food Insecurities at Compton College.
- Worked with OCTA on potential programs and advertising of OCFlex.

Advocacy

- Attended the General Assembly for the Student Senate for California Community Colleges.
- Received \$5,500 in grant money from Pepsi to purchase 5 additional water bottle refill stations for campus.
- Passed a resolution in support of undocumented students.
- Lobbied members of the California State Legislature on SB 291 and AB 2.





IRVINE VALLEY
COLLEGE



Associated Student of Irvine Valley College (ASIVC)

FY 2019 - 2020
Tentative Budget Presentation
Board of Trustees
May 20, 2019

Presented by:

Matt Rosborough: 2018-2019 ASG of IVC President

Ian Rennie: 2018-2019 ASG of IVC Vice President of Budget & Finance

Rochelle Child: 2018-2019 Inter-Club & Co-Curricular Council (I4C) Vice
President of Budget & Finance

ASIVC Budget Highlights FY 2019-2020

Budgeted: **\$840,000** for FY 2019-2020

- PROJECTED \$160,000 beginning balance (As of 4/9/19, beginning balance is \$307,283)
- PROJECTED \$140,000 ASIVC ACCESS
 - Increase in sales from \$55,000 to \$120,000 (with implementation of opt-out) in FY 2018-2019
- CONTRACTED \$450,000 Bookstore Commissions
 - Year 3 of 5 year contract
- CONTRACTED \$90,000 Cafeteria Commissions
 - Year 5 of 5 year contract

ASIVC Budget FY 2019 - 2020

Sources and Uses of Funds	FY 2018-2019 Adopted Budget	FY 2019-2020 Tentative Budget	Notes:
ESTIMATED REVENUE			
Beginning Fund Balance	\$158,114	\$160,000	a
ASIVC ACCESS Sales	\$120,000	\$140,000	b
Bookstore Commissions	\$450,000	\$450,000	
Cafeteria Commissions	\$90,000	\$90,000	
Total Sources of Funds	\$818,114	\$840,000	
By Category:			
Club Additional Support	\$7,050	\$14,300	c
Co-Curricular Programs	\$98,300	\$100,800	c
Campus Departments (Including Foundation Scholarships)	\$234,370	\$269,700	c
ASG of IVC and I4C	\$101,370	\$83,376	d
Student Activities Center: Student Life	\$296,024	\$287,824	d
Contingency Funds/Mid Year Requests	\$81,000	\$84,000	e
Total Uses of Funds	\$818,114	\$840,000	

- a. Projected beginning balance is based on the current balance as of April 2019 and anticipated expenditures.
- b. Projected increase in ASIVC Access Sales due to more purposeful marketing during registration and new summer programming schedule.
- c. Provided additional funds to all recipients due to increased costs in goods and services.
- d. ASG of IVC reduced their conference travel costs to allocate more funding to clubs and co-curricular programs.
- e. Increase due to the required 10% minimum in contingency funds.

ASIVC Accomplishments FY 2018-2019

SERVICES and ACTIVITIES: Specific initiatives to address students' non-academic barriers:

- o ASIVC Campus Forum on Student Safety.
- o ASG Student Senators served as Peer Mentors to the inaugural IVC Promise program (100+ students).
- o Monthly Lavender Chats (Pride Scholars), Healing Circle (DREAM Scholars), Kitchen Table Conversations (EFAIR)
- o Successful implementation of the TeVeannah Smith Emergency Fund; Emergency Textbook Scholarship and Lending Library are underway.
- o Additional \$20,000 in student scholarships for Veterans, Foster Youth, Undocumented, Re-Entry, LGBTQIA+, and Students with Food and Housing Insecurities
- o Working with OCTA on potential programs to reduce transportation costs with ASIVC ACCESS.

STUDENT LEADERSHIP DEVELOPMENT/EQUITY CULTURAL COMPETENCIES:

- o Over 250 student leaders participated in seven day pre-fall training (August) and eight ongoing monthly student leadership development meetings.
- o Topics included Equity Student Leadership Advocacy Modules (E-SLAM) training for student leaders on Food and Housing Insecurities, Cultural Competency and Mental Health Ally Certification.
- o Increase in student-led clubs from 20 to 35 (57% increase).
- o Retention rate of student leaders of 94% from Fall 18 to Spring 19 with an average Fall semester GPA of 3.27.

FACILITIES and TECHNOLOGY:

- o Opened the Student Activities Center in July 2018: includes leadership offices, reflection room, computer room, games room and community garden.
- o Final approval of a Mascot Identification Process and campus-wide workgroup.
- o Development and facilitation of Student Activities Center User Survey (November 2018).

FISCAL MANAGEMENT: We met our goal for ASIVC Access sales.

- o Purposeful marketing and outreach to students facilitated the ASG of IVC to meet their ASIVC ACCESS goals.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

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

ACTION: Approval

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, and 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 approve the local vision goals for Irvine Valley College and Saddleback College included as Exhibit A and B.

Item Submitted by: Kathleen F. Burke, Chancellor

Local Vision Goals Summary Produced: May 6, 2019, 9:59 PM UTC Denice Inciong

Irvine Valley College

Contacts

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Certifying Contacts

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Prof June McLaughlin

Academic Senate President

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Chief Executive Officer

Glenn Roquemoregroquemore@ivc.edu

Board of Trustees President

T.J. Prendergasttprendergast@socccd.edu

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 unduplicated count of students who earned one or more of the following: Chancellor's Office approved certificate, associate degree, and/or CCC baccalaureate degree, and had an enrollment in the selected or previous 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 (students last enrolled in 2015-16)	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 and who were enrolled in the previous or selected year, the average number of units earned in the California community college system among students who had completed at least 60 units at any community 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 (students last enrolled in 2015-16)	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 (students last enrolled in 2015-16)	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 (students last enrolled in 2014-15)	Expected % in 2021-22	% Increase
67%	76%	13%

Goal 5: Equity

Disproportionately Impacted (DI) Student Groups

- Ethnicity: Black or African American
- Ethnicity: Hispanic
- Economically Disadvantaged: Economically Disadvantaged
- LGBT: LGBT
- 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	12	20%
Foster Youth: Foster Youth	24	31	29%
Ethnicity: Hispanic	292	292	0%
Economically Disadvantaged: 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	33	18%
Foster Youth: Foster Youth	31	41	32%
Veteran: Veteran	22	22	0%
Ethnicity: Black or African American	15	15	0%
Economically Disadvantaged: 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%
LGBT: LGBT	28	33	18%
Foster Youth: Foster Youth	33	43	30%
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%
Foster Youth: Foster Youth	10	12	20%
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 (students last enrolled in 2015-16) 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	17	13%
Veteran: Veteran	28	28	0%
Ethnicity: Black or African American	24	27	13%
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%
Foster Youth: Foster Youth	92	79	14%
Veteran: Veteran	90	79	12%
Economically Disadvantaged: Economically Disadvantaged	89	79	11%
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 (students last enrolled in 2014-15) to 76% in 2021-22.

DI Student Group	% in 2016-17	Expected % in 2021-22	% Increase
Ethnicity: Hispanic	63%	69%	10%
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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Local Vision Goals Summary Produced: May 6, 2019, 9:59 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 unduplicated count of students who earned one or more of the following: Chancellor's Office approved certificate, associate degree, and/or CCC baccalaureate degree, and had an enrollment in the selected or previous year from:

# in 2016-17	Expected # in 2021-22	% Increase
2,187	2,623	20%

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 (students last enrolled in 2015-16)	Expected # in 2021-22	% Increase
1,757	2,378	35%

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 and who were enrolled in the previous or selected year, the average number of units earned in the California community college system among students who had completed at least 60 units at any community 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 (students last enrolled in 2015-16)	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 (students last enrolled in 2015-16)	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 (students last enrolled in 2014-15)	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: 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: 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 2,623 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: 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: 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 (students last enrolled in 2015-16) to 2,378 in 2021-22.

DI Student Group	# in 2016-17	Expected # in 2021-22	% Increase
Ethnicity: Hispanic	352	390	11%
Economically Disadvantaged: 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: 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 (students last enrolled in 2015-16) 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: 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 (students last enrolled in 2015-16) 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: 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 (students last enrolled in 2014-15) 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: 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

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Awaiting Submittal**Chief Executive Officer**

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Awaiting Submittal

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TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Annual Approval for Student Trustee to Receive Compensation and to Make/Second Motions for Board Meetings

ACTION: Approval

BACKGROUND

As required by California Education Code Section 72023.5, the Board of Trustees shall consider whether the Student Trustee shall make and second motions; shall receive compensation as outlined in California Education Code Section 72024, and shall serve a term of one year commencing on May 15. The District has established Student Trustee compensation in District Board Policy 164 – Policy on Board Member Compensation and the Student Trustee right to make and second motions along with their term commencing in May in District Board Policy 104 – Policy on Student Member of the Board of Trustees.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve compensation for the Student Trustee in the amount of \$393.75 per month paid by the District; allow the Student Trustee to make and second motions; and approve the term commencement date of May 15.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: |SOCCCD: Student Equity Plan Report|

ACTION: Approval

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. Saddleback's Student Equity Plan, Exhibit A, and Irvine Valley College's Student Equity Plan, Exhibit B, are attached.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the 2019-2020 Student Equity Plans submitted by Saddleback College, Exhibit A, and Irvine Valley College, Exhibit B.

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
Access: Successful Enrollment	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.
Retention: Fall to Spring	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
Transfer to a four-year institution	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.
Completion of transfer level math and English	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.
Earned credit certificate over 18 units, associate degree, CCC bachelor's degree (Now Called Vision Goal Completion)	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
Key Activities Planned for 2019-2022: 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
Key Activities Planned for 2019-2022: 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
Key Activities Planned for 2019-2022: 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
Key Activities Planned for 2019-2022: 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
Key Activities Planned for 2019-2022: 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
Key Activities Planned for 2019-2022: 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)

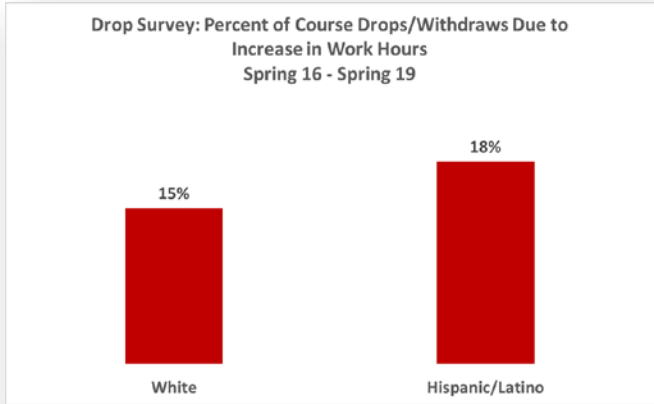
The efforts under the Student Equity Plan will be reviewed and discussed through the new SEAP workgroup, which consists of a cross-functional team of faculty, administrators and classified staff. This workgroup will continuously assess coordination and integration of efforts across programs and, importantly, 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			Progress Toward Identified Goals in 2018-2019: <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	
Subtotal	285,000.00	175,397.00	
Activity Summary for 2018-2019: <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>KPI/Target: Establish Baseline KPI/Target Outcome: Met</p>



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
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
Subtotal	317,800.00	380,694.00

Activity Summary for 2018-2019: 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.

Progress Toward Identified Goals for 2018-2019: 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.

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)

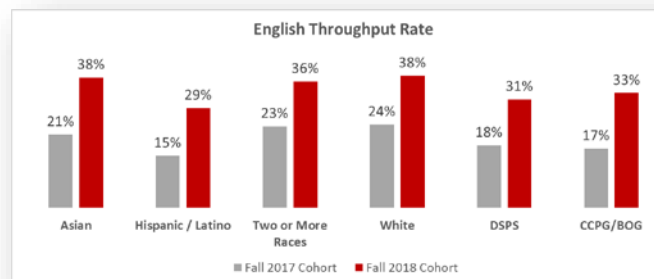


2019-22 Student Equity Plan

(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
Completion of transfer-level Math and English courses		
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
Subtotal	66,000.00	88,529.00
Activity Summary for 2018-2019: 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 Course Success and Transfer		
College Activities to achieve these goals	2017-2018 Resources Expended	2018-2019 Resources Budgeted
Outcomes for disproportionately impacted students		
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
Subtotal	567,377.00	591,557.00
Activity Summary for 2018-2019: 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.		
Grand Total	1,236,177.00	1,236,177.00

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 Economically Disadvantaged	↓ Equity gaps by 40%	↑ 2.7% Latinx ↑ 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
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Chief Business Officer	Date	Email Address
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Chief Instructional Officer	Date	Email Address
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Chief Student Services Officer	Date	Email Address
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President, Academic Senate	Date	Email Address
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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 (2017-2018)	Target (2021-2022)
Access: Successful Enrollment	20,090	21,095 (= +5%)
Retention: Fall to Spring	10,547	11,074 (= +5%)
Completion of Transfer Level Math & English in 1 year	569	683 (= +20%)
Certificates and Degrees	1,278	1,534 (= +20%)
Transfer to a Four-Year Institution	2,408 (2016-17)	3,251 (= +35%)

Activities that support goal attainment

Access: Successful Enrollment

The Irvine Valley College (IVC) Outreach Department provides services to our feeder high schools to ensure students and families receive the necessary information related to admissions, financial aid, and matriculation. The Outreach Department assigns student services teams that represent various departments including Counseling; these teams 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 college students to ensure a positive transition to college life and curriculum. The Outreach and Financial Aid departments provide this critical information to prospective students and families.

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 earn a degree.

Irvine Valley College's ESL department provides admissions and matriculation services (including bilingual staffing) to students from diverse backgrounds, increasing access and enrollment to the college.

IVC's Freshman Advantage program provides priority registration for those students who complete their matriculation steps two to three weeks prior to the date registration times are set. Through our matriculation efforts on high school campuses and Fast Fridays held at IVC (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 enrollment barriers. 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, providing students with access to specialized software for their coursework. Furthermore, the Student Success Center hours have expanded to serve students on Saturdays. The Center also

Activities that support goal attainment

offers DSPS, EOPS, Re-Entry, Guardian Scholars, and Veteran students with up to two hours of tutoring per week for up to three courses to provide additional support for these student populations.

The Summer Bridge Program is a transition program offered each summer to help underrepresented students (Hispanic/Latino & Low SES) better transition into college. The program consists of two faculty-taught courses taken during the summer, providing students with information and guidance on how to effectively adjust to college life and achieve their 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 its 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) that 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 degree or certificate of achievement requirements. 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.

Our Summer Bridge program will be scaled up to serve a larger amount of students to help them transition to college; 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, providing them with 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 for Transfer, guaranteeing transfer to a CSU.

IVC hosts university 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 transfer pathways.

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 (40% gap decrease)	% increase
Enrolled in the Same Community College						
Disabled	Female	352	364	380	352	
Hispanic or Latino	Female	2388	2805	2924	2602	9%
Black or African American	Female	303	368	384	335	11%
Filipino	Female	377	395	412	377	
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	292	6%
Some other race	Male	83	151	158	83	
Native Hawaiian or other PI	Male	29	38	39	29	
Foster Youth	Female	77	101	105	88	15%
Foster Youth	Male	31	40	42	35	13%
LGBT	Female	389	596	622	482	24%
LGBT	Male	330	526	549	418	27%
Retained from Fall to Spring at the Same College						
Economically Disadvantaged	Female	2643	2643	2720	2674	1%
Hispanic or Latino	Female	1191	1215	1251	1215	2%
Native Hawaiian or other PI	Female	7	11	11	7	
White	Male	1700	1712	1763	1700	
Hispanic or Latino	Male	1065	1095	1127	1090	2%
Black or African American	Male	74	88	90	80	8%
Some other race	Male	45	52	54	45	
American Indian or Alaska Native	Male	N/A	1	1	1	
LGBT	Female	119	139	143	129	8%
LGBT	Male	99	115	118	107	8%
Veteran	Male	143	165	170	154	8%
Completed Both Transfer-Level Math and English Within the District in the First Year						
Economically Disadvantaged	Male	126	141	155	126	
Hispanic or Latino	Female	53	72	79	63	19%
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	64	25%
LGBT	Male	1	7	8	4	300%
Veteran	Male	2	4	5	3	50%
Certificates and Degrees						
Some other race	Female	5	11	14	5	
American Indian or Alaska Native	Female	N/A	1	1	1	

Demographic	Gender	Baseline	Minimum Equity	Full Equity	Goal (40% gap decrease)	% increase
Some other race	Male	5	7	9	5	
Foster Youth	Male	4	6	7	5	25%
LGBT	Female	13	16	19	15	15%
Transferred to a Four-Year Institution						
Native Hawaiian or other PI	Female	2	3	4	2	
American Indian or Alaska Native	Female	1	1	2	1	
Filipino	Male	24	28	35	24	
Black or African American	Male	18	18	23	20	11%
Native Hawaiian or other PI	Male	1	1	2	1	
LGBT	Male	19	20	25	21	11%

Note: Baseline targets indicated for groups where no equity funded activities are currently planned. Groups with set targets are highlighted in green. The current SEA template from the State Chancellor's Office requires targets only for English and math transfer-level outcomes. However, we will also monitor transfer -level outcomes for students who start in the ESL sequence in accordance with AB1805.

DI Groups	Activities that support goal attainment
Access: Successful Enrollment	
Black/African American	<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 that are designed to provide support services targeted towards 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>
Hispanic/Latino	<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. 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>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>
Pacific Islander Native Hawaiian or other Pacific Islander American Indian or Alaska Native	<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 their college outcomes.</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
	The IVC AANAPISI program provides tutoring, peer mentorship, cultural enrichment, and wrap-around support services to students to help them be successful at IVC and beyond.
LGBT	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.
Foster Youth	IVC's Guardian Scholars program targets 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.
Retention: Fall to Spring	
Hispanic/Latino	IVC is launching a Puente program which is geared towards supporting Latinx students through counseling, mentorship, and academic support to increase completion and success.
American Indian Native Hawaiian or other Pacific Islander	<p>The Asian American Native American Pacific Islander Serving Institution (AANAPISI) program at IVC provides community outreach, hosts events for the Orange County Asian and Pacific Islander community and provides designated counseling services to students, helping 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> <p>The IVC AANAPISI program provides tutoring, peer mentorship, cultural enrichment, and wrap around support services for students to help them be successful at IVC and beyond.</p>
Black/African American	<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 that 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>
LGBT	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.
Veteran	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.
Economically Disadvantaged	<p>Food and Basic Needs Support. Food Resource Center assisted 350 students with food resources in Fall of 2017. Nearly 100 referrals were 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.</p> <p>The Summer Bridge Program also serves a high percentage of economically disadvantaged groups</p>

DI Groups	Activities that support goal attainment
Completion of transfer level math and English	
Hispanic/Latino	Our Summer Bridge and Puente programs serve/will serve a large proportion of Latinx students at IVC with wrap-around support services.
LGBT	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.
American Indian Native Hawaiian or other Pacific Islander	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. 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.
Certificates and Degrees	
Hispanic/Latino	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.
LGBT	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.
Foster Youth	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.
American Indian Native Hawaiian or other Pacific Islander	The Student Activities Center includes the opportunity for all students 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 Student Government.
Transfer to a four-year institution	
Black/African American	IVC is exploring programs and interventions to establish a support program that directly serves Black and African American students. 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 that 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.
Hispanic/Latino	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.
LGBT	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.
American Indian	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

DI Groups	Activities that support goal attainment
Native Hawaiian or other Pacific Islander Filipino	each semester. We are also implementing a peer mentor program and student advocates/activism committee within ASG of IVC. 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 Student 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, administrators, 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 budget transparency and dialogue while working collectively to select 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 the direction the group will go. This allows for more thoughtful dialogue and data-driven planning to facilitate decisions on how to best 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 to promote racial equity.

As demonstrated in our overall summary of activities that promote student success and completion, IVC has a variety of programs and departments working to enhance student success. Hence, our Guided Pathways Workgroup, 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) \$3,100
	- English: Workshop Textbooks \$3,000
	- English: Teacher Training Workshop Stipends \$3,000
	- English: Faculty Research Stipend of Best Practices (Summer 2015) \$6,050
	- English: Workshop Refreshments \$400
	Total: \$15,550
Accounting of how Student Equity funding for 2015-16 was expended	- English: Lit Café Textbooks Total: \$1,382
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.
Total Expenditures (2014-2018)	\$16,932
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 \$20,000
	- Re-Entry Center: Project Specialist (NBU)

	\$4,234
	Total: \$24,234
Accounting of how Student Equity funding for 2016-17 was expended	- Re-Entry Center: Pt. Time Faculty Counselor Staffing \$10,000
	- Re-Entry Center: Project Specialist (NBU) \$4,234
	- Re-Entry Center: Student Aid \$3,000
	Total: \$17,234
Accounting of how Student Equity funding for 2017-18 was expended	Re-Entry Center: Project Specialist (NBU) 20,000
	Re-Entry Center: Events and Programming 3,000
	Total: \$23,000
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.
Total Expenditures (2014-2018)	\$64,468
D.1 Degree and Certificate Completion – Re Entry Students	
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
D.2 Degree and Certificate Completion – Resources	
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 \$5,000
Accounting of how Student Equity funding for 2016-17 was expended	- Student Equity: Textbook Loan Library \$23,000
	- Student Equity: Laptop Loan Program \$163,498
	Total: \$186,498
Accounting of how Student Equity funding for 2017-18 was expended	Guardian Scholars: Meal Cards \$500
	Student Equity: Transportation Vouchers \$15,608
	Student Equity: Textbook Vouchers \$10,200
	Re-Entry: Student Support \$285
	Total: \$26,593
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.
Total Expenditures (2014-2018)	\$218,091

E.1 Transfer – Northern California Campus Tour/Latino Transfer Night	
<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	<ul style="list-style-type: none"> - Career/Transfer Center: Seasonal Job Fair/Career Mixer \$1,460 - Career/Transfer Center: Happy Hours \$1,493 - Career/Transfer Center: Latino Community Fair \$2,000 - Counseling Center: Evening Counseling \$20,360 Total: \$ 25,313
Accounting of how Student Equity funding for 2015-16 was expended	<ul style="list-style-type: none"> - Transfer Center: Up North College Tour Stipends \$2,205 - Transfer Center: Up North College Tour \$15,253 - Transfer Center: Latino Night \$1,600 Total: \$19,058
Accounting of how Student Equity funding for 2016-17 was expended	<ul style="list-style-type: none"> - Transfer Center: Up North College Tour Stipends \$1,400 - Transfer Center: Up North College Tour \$10,000 - Counseling Center: Latino Night \$800 Total: \$12,200
Accounting of how Student Equity funding for 2017-18 was expended	Counseling Center: Latino Night \$1,450
Progress made in achieving the identified goals from prior year plans	<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 the 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>
Total Expenditures (2014-2018)	\$58,021
E.2 Transfer – Summer Bridge for Hispanic Students	
<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	- N/A
Accounting of how Student Equity funding for 2015-16 was expended	<ul style="list-style-type: none"> - Counseling: Summer Bridge Student Support \$13,290
Accounting of how Student Equity funding for 2016-17 was expended	<ul style="list-style-type: none"> - Counseling: Summer Bridge Student Support \$5,000 - Counseling: Summer Bridge Project Specialist (NBU) \$5,600 Total: \$10,600

Accounting of how Student Equity funding for 2017-18 was expended	Counseling: Summer Bridge Project Specialist \$5,000
	Counseling: Summer Bridge Student Support \$6,400
	Total: \$11,400
Progress made in achieving the identified goals from prior year plans	Summer Bridge has been offered for two academic years, each during the summer term. Counseling is in the process of analyzing the impact of these programs on Chicano/Hispanic/Latino student transfer rates.
Total Expenditures (2014-2018)	\$35,290
E.3 Transfer – Digital Advertising - Hispanics	
Accounting of how Student Equity funding for 2014-15 was expended	- N/A
Accounting of how Student Equity funding for 2015-16 was expended	- Marketing & Creative Services: Digital Advertising Total: \$14,920
Accounting of how Student Equity funding for 2016-17 was expended	- Marketing & Creative Services: I Heart Radio Total: \$19,560
Accounting of how Student Equity funding for 2017-18 was expended	Marketing & Creative Services: Translation Services \$5,000
	Marketing & Creative Services: Geo-fencing \$5,000
	Total: \$10,000
Progress made in achieving the identified goals from prior year plans	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.
Total Expenditures (2014-2018)	\$44,480
F.1 Other College: Research and Evaluation – Analyst	
Accounting of how Student Equity funding for 2014-15 was expended	- Research and Planning: Staffing Total: \$72,571
Accounting of how Student Equity funding for 2015-16 was expended	- Research & Planning: Student Equity Research Analyst Total: \$96,909
Accounting of how Student Equity funding for 2016-17 was expended	- Research & Planning: Student Equity Research Analyst Total: \$57,693
Accounting of how Student Equity funding for 2017-18 was expended	Research & Planning: Student Equity Research Analyst Total: \$86,802
Progress made in achieving the identified goals from prior year plans	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.
Total Expenditures (2014-2018)	\$ 313,975
F.2 Other College: Outreach - Director	
Accounting of how Student Equity funding for 2014-15 was expended	- N/A
Accounting of how Student Equity funding for 2015-16 was expended	- Outreach: Director Total: \$115,566
Accounting of how Student Equity funding for 2016-17 was expended	- Outreach: Director Total: \$70,824
Accounting of how Student Equity funding for 2017-18 was expended	- Outreach: Director Total: \$142,735
Progress made in achieving the identified goals from prior year plans	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. Outreach activities encompass almost all areas of Student Equity programs, such as ESL, Foster Youth, Veterans, Latino Transfer night, and the Re-entry center.
Total Expenditures (2014-2018)	\$329,125

F.4 Other College: Student Equity Support Staff

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.

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: Project Specialists (3) \$25,214
Accounting of how Student Equity funding for 2016-17 was expended	- Student Equity: Project Specialists (3) \$19,200 - Student Equity: Diversity and Peer Educators (DEPE) Staffing \$19,800 Total: \$39,000
Accounting of how Student Equity funding for 2017-18 was expended	Student Equity: Project Specialist (3) \$49,000 Student Equity: Student Leaders (6) \$15,000 Student Equity: Administrative Assistant \$83,978 Total: \$147,978
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.
Total Expenditures (2014-2018)	\$212,192

F.5 Other College: Cultural Competency Summit

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.

Accounting of how Student Equity funding for 2014-15 was expended	- Student Services: Cultural Competency Summit \$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
Total Expenditures (2014-2018)	\$32,525

F.6 Other College: Ethnic Studies Curriculum Development

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.

F.7 Other College: Student Equity and Social Justice Retreat

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.

Accounting of how Student Equity funding for 2014-15 was expended	- N/A
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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 Total: \$16,300
Accounting of how Student Equity funding for 2017-18 was expended	N/A
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)	\$16,300
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 Total: \$25,000
Accounting of how Student Equity funding for 2016-17 was expended	- Student Equity: DREAM Book Club Total: \$17,000
Accounting of how Student Equity funding for 2017-18 was expected	Student Equity: DREAM Book Club Total: \$7,945
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 face-to-face and online via Blackboard. The meetings averaged 40 members per book club, and evaluations showed that the book clubs increased cultural competency knowledge of faculty, staff, and student participants.
Total Expenditures (2014-2018)	\$49,945
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 Total: \$13,700
Accounting of how Student Equity funding for 2016-17 was expended	- Student Equity: Meet and Greets: Informal Networking Receptions Total: \$5,000
Accounting of how Student Equity funding for 2017-18 was expended	Student Equity: Meet and Greets: Informal Networking Receptions Total: \$1,368
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 positively about the campus climate and noted an increased engagement in campus community.
Total Expenditures (2014-2018)	\$20,068
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 Total: \$14,000
Accounting of how Student Equity funding for 2016-17 was expended	- Student Equity: Multicultural Programs \$15,000 - ELEVATE: AAPI Month \$2,500 Total: \$17,500
Accounting of how Student Equity funding for 2017-18 was expended	Student Equity: Multicultural Programs \$10,000 Laser Week: New Student Orientation \$6,000 Total: \$16,000
Progress made in achieving the identified goals from prior year plans	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 has indicated increased student learning outcomes.
Total Expenditures (2014-2018)	\$47,500
F.11 Other College – Financial Aid Front Counter Staffing	
Accounting of how Student Equity funding for 2014-15 was expended	- N/A
Accounting of how Student Equity funding for 2015-16 was expended	- Financial Aid: Front Counter Staffing Total: \$22,680
Accounting of how Student Equity funding for 2016-17 was expended	- Financial Aid: Front Counter Staffing Total: \$20,000
Accounting of how Student Equity funding for 2017-18 was expended	Financial Aid: Front Counter Staffing Total: \$17,276
Progress made in achieving the identified goals from prior year plans	The Office of Financial Aid hired student staff to assist with financial aid and scholarship workshops. These positions primarily serve as communication liaisons between the office and disproportionately impacted communities noted within the equity plan.
Total Expenditures (2014-2018)	\$59,956
F.12 Other College: Professional Development	
<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: Professional Development Opportunities \$20,044 - Student Services: Professional Development for Managers \$18,119 Total: \$38,163
Accounting of how Student Equity funding for 2016-17 was expended	- Student Equity: Professional Development Opportunities \$11,000 - ELEVATE/ Student Equity: Lunch and Learn \$262 Bowers Museum \$135 - Student Equity: Flex Week Speaker – Spring 2017 \$2,500 - Student Equity: Region 8 Directors Council

	\$1,000
	Total: \$ 14,897
Accounting of how Student Equity funding for 2017-18 was expended	Student Equity: Region 8 Directors Council \$1,000
	Guardian Scholars: Professional Development Opportunities \$900
	Total: \$1,900
Progress made in achieving the identified goals from prior year plans	In addition to items listed in F.5, the Office of Student Equity has funded professional development opportunities for members of the Student Equity Task Force, Academic Senate, Office of Research, Planning and Accreditation, Re-Entry, Guardian Scholars, Outreach, and Veterans staff. We have conducted on-campus professional development workshops open to the campus community with a focus 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.
Total Expenditures (2014-2018)	\$54,960

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 Baseline	Spring 2018 Actual	Targets	Target Met
Active and Collaborative Learning	35.30%	34.80%	37%	No
Student Effort	44.90%	38.80%	47%	No
Academic Challenge	55.60%	54.40%	58%	No
Student-Faculty Interaction	38.10%	36.60%	40%	No
Support for Learners	41.60%	40%	44%	No
Overall	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%. 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 Baseline	Fall 2017 Actual	Target	Target Met	Fall 2018 Actual	Target	Target Met
Probation	10.70%	10.00%	10.20%	Yes	9.70%	9.70%	Yes
At risk of probation	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 Baseline	Fall 2017 Actual	Target	Target Met
Transfer-Level Math	38.6%	45.3%	40.5%	Yes
Transfer-Level English	58.0%	63.3%	60.8%	Yes
Transfer-Level ESL	28.6%	18.8%	30.0%	No

Note: Transfer Level ESL outcomes are defined as successfully completing WR 1 courses for students who started in the ESL sequence

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

two-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 two years.

Outcome	Fall 2015 Baseline	Fall 2016 Actual	Target	Target Met
Degrees	5.8%	6.3%	6.1%	Yes
Certificates	9.1%	10.7%	9.6%	Yes
Transfer	17.4%	16.2%	18.3%	No
Transfer-prepared	15.1%	15.5%	15.8%	No
SPAR	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 ¹ Baseline	Fall 2017 Actual	Target	Target Met	Fall 2018 Actual	Target	Target Met
CCSSE	<i>No DI group</i>							
Probation	Hispanic	6.4%	5.4%	6.1%	Yes	0.054	5.8%	Yes
At Risk of Probation	<i>No DI group</i>							
Transfer-Level Math	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		
Transfer-Level English	Hispanic	-8.2%	-9.1%	-7.8%	No	N/A		
	Low SES	-5.5%	-4.0%	-5.2%	Yes	N/A		

Outcome	DI Group	Fall 2016 ¹	Fall 2017			Fall 2018		
		Baseline	Actual	Target	Target Met	Actual	Target	Target Met
	Re-Entry	-41.8%	-40.7%	-39.7%	No	N/A		
	Military	-38.0%	-0.8%	-36.1%	Yes	N/A		
SPAR	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)

¹ 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>ahheard@ivc.edu</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>lfagioli@ivc.edu</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>jdorman@ivc.edu</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.

President_____
Date_____
Chief Business Officer_____
Date_____
Chief Student Services Officer_____
Date_____
Academic Senate President_____
Date

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College: Regional Strong Workforce Program Amended Participation Agreement

ACTION: Approval

BACKGROUND

Saddleback College is the regional lead college in several regional Strong Workforce Program (SWP) initiatives. Each year state funding is allocated to participating colleges based on the scope of work submitted to the California Community Colleges Chancellor Office. Saddleback College has been serving as the lead college for the regional Marketing & Branding project and the Vertical Sector Lead: Allied Health project. As the project lead, project funds are provided to the college until the project scope of work determines funding allocations to the partner colleges.

STATUS

The original participation agreement for regional SWP was approved by the Board of Trustees on May 15, 2017, as seen in EXHIBIT A. This initial agreement allocated \$300,000 to lead other regional community colleges in the health care sector with the understanding that some of the funds would be used for capital expenditures. A revised participation agreement has been presented to reflect funding reallocations for the purchase of capital equipment at each of the regional community college districts, as seen in EXHIBIT B. The agreement reduces Saddleback Colleges' direct allocation from regional SWP by \$149,000 to ensure that funds related to capital expenditures are managed appropriately by the agency receiving and expanding such funds.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the reduction of the regional Strong Workforce Program participation agreement for the Vertical Sector Lead: Allied Health project, by \$149,000 for the same term of July 1, 2017 to December 31, 2019.

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

Sub-agreement between RSCCD and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**ORANGE COUNTY REGION
STRONG WORKFORCE PROGRAM – REGIONAL FUND
MASTER AGREEMENT
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

July 1, 2016 – June 30, 2020

This Agreement, entered into February 27, 2017 between Rancho Santiago Community College District, hereinafter referred to as "Fiscal Agent," and South Orange County Community College District (hereinafter referred to as "Sub-recipient"). The Fiscal Agent and Sub-recipient are also referred to collectively as "Parties" and individually as "Party." This Agreement is based on the Strong Workforce Program-Regional Fund Agreement between the Fiscal Agent and the California Community Colleges Chancellor's Office, i.e., Prime Sponsor, and is effective to cover activities beginning July 1, 2016 and ending June 30, 2020 supported by Strong Workforce Program-Regional Fund allocations disbursed in 2016-2017, 2017-2018, and 2018-2019.

WHEREAS, the Rancho Santiago Community College District has been designated as the Fiscal Agent for the Strong Workforce Program – Regional Share for the Los Angeles and Orange County region and is responsible for distributing funds to the South Orange County Community College Districts within the region following certification of the Regional Plans by the Regional Consortia, and is responsible for monitoring the work of the Agreement for compliance with the terms and conditions of the funds, as delineated in the Fiscal Agent Scope of Work (*Exhibit B*), and

WHEREAS, Rancho Santiago Community College District has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, Sub-recipient has agreed to participation in the purpose of the Agreement according to the terms and conditions hereinafter set forth,

NOW, THEREFORE, the Parties agree as follows:

1. PARTICIPATION AGREEMENT

Sub-recipient shall perform the Scope of Work detailed using individually executed Participation Agreements (*Exhibit A*). Such Participation Agreements shall fully detail the Scope of Work between Parties. As needed, the Scope of Work can be amended and modified based on written approval by the Parties. By signing this Master Agreement, the Fiscal Agent and Sub-recipient agree that Participation Agreements signed by the Parties will be binding under this Master Agreement without further action by the Parties.

Sub-agreement between RSCCD and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

2. TERM OF AGREEMENT

Effective Date of Agreement: July 1, 2016

Expiration Date of Agreement: June 30, 2020

Parties may modify this Master Agreement and any Participation Agreement annually, contingent upon the availability of grant funds, as mutually agreed upon.

3. RULES FOR DELIVERABLES

- A. Each Participation Agreement will identify a point of contact for the Participation Agreement, and points of contact for major project components in the Scope of Work as appropriate. The Sub-recipient will inform the Fiscal Agent of any changes to the point(s) of contact in a timely manner.
- B. Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices.
- C. Products, results, and measureable outcomes shall be provided as detailed in each Participation Agreement.
- D. Any document or written report prepared in whole or in part by Parties shall reference the Strong Workforce Program relating to the preparation of such document or written report.
- E. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source (Strong Workforce Program).
- F. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

4. PARTICIPATION AGREEMENT PAYMENTS AND INVOICING

Project allocations from Fiscal Agent to the Sub-recipient will be specified in the Participation Agreement, based on the Regional Plans certified by the Regional Consortia. Funds are to be utilized by the Sub-recipient in accordance with the terms and conditions of both this Master Agreement, the pertinent Participation Agreement, and guidance on the allowable use of funds from the California Community Colleges Chancellor's Office (Exhibit C). If there is a reduction in funding by the Chancellor's Office, the Fiscal Agent reserves the right to require adjustment to the scope of work and funding of the Participation Agreements accordingly, up to and including the end of all activities under this Agreement and any Participation Agreement.

The Fiscal Agent shall make payments to the Sub-recipient up to the amount listed in the Participation Agreement, to be paid on a quarterly basis through a reimbursement process

Sub-agreement between RSCCD and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

according to the expenditures submitted in the quarterly reports and upon submission of an invoice for payment. Invoices referencing the Participation Agreement number should be submitted to the following address:

Rancho Santiago CCD
ATTN: Resource Development
2323 North Broadway, Ste. 350
Santa Ana, CA 92706

5. BUDGET MANAGEMENT

The Sub-recipient will manage its budgets so that there is a clear distinction between Local Strong Workforce funds (which are not in any way related to this Agreement) and Regional Strong Workforce Funds (which are the subject of this Agreement), and a clear distinction between the fiscal year of the allocation (e.g., that the allocation for 2016-2017 is distinct from the allocation for 2017-2018). Since the term for the use of the funds is more than one year there will be concurrent use of separate allocations. In such cases, it is advised that the Sub-recipient assign separate project numbers to each year's allocation, or in some other manner make a clear distinction between the separate allocations.

6. REPORTING

Program and financial reports will be submitted on a quarterly basis, according to the system and requirements of the California Community College Chancellor's Office. A reporting schedule will be disseminated to the Sub-recipient at least 30 days prior to the due date of the first report. Reports will be due 20 days after the end of the last month of the quarter.

NOTE: The first quarterly report will be due on the next due date following approval of this Agreement.

A Final Program and Expenditure Report will be due at the end of the project, according to the requirements of the Chancellor's Office. The Fiscal Agent will inform the Sub-recipient of the requirements and the due date for the Final Report at least three months before the end date of the Agreement.

The Sub-recipient is responsible for all Strong Workforce Program-Regional Funds reporting to the Fiscal Agent. Fiscal Agent is responsible for all Strong Workforce Program-Regional Funds Reporting to the Chancellor's Office.

7. MODIFICATIONS

If a Sub-recipient desires to change the amount, scope of work, or make substantial revision to the outcomes of a Participation Agreement the following process must be followed:

A. The Sub-recipient notifies the Fiscal Agent and the Project Lead of the desired changes.

Sub-agreement between RSCCD and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

- B. The Sub-recipient notifies the other colleges involved in the regional project related to the Participation Agreement, and secures agreement of the change(s) from the other colleges and/or the Project Lead.**
- C. The Fiscal Agent will conduct a technical review of the requested changes to ensure compliance with the grant terms and conditions, and will modify the Participation Agreement to reflect the requested changes.**
- D. The Sub-recipient and Fiscal Agent will sign the amended Participation Agreement, which will replace the prior Participation Agreement and become the active Participation Agreement once executed.**

8. USE OF FUNDS – TRAVEL

If Strong Workforce Program-Regional funds will be used for out-of-state travel, the Party must submit an Out-of-State travel request form to the Fiscal Agent who will review it to ensure compliance with the California Community Colleges Chancellor's Office requirements.

9. SHARED USE OF EQUIPMENT or RESOURCES

In the event that Sub-recipient uses funds to secure equipment or other resources to be used in common or for shared use with other colleges, a separate agreement may be needed between or among them to outline the terms and conditions of that use. The Sub-recipient should notify the Fiscal Agent of the intent for shared use of equipment and resources, and the Fiscal Agent will clarify the requirements with the Chancellor's Office, and provide guidance to the Sub-recipient regarding development of a shared use agreement.

10. SUBCONTRACTS

- A. In any event, if the Sub-recipient wishes to enter into a subcontract agreement for performance of any part of the activities listed in the Participation Agreement, the Sub-recipient shall disclose the intended purpose and amount of the subcontracting and identify the proposed subcontractor to the Fiscal Agent in a timely manner.**
- B. The Sub-recipient agrees to be as fully responsible to the Fiscal Agent for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Sub-recipient. The Sub-recipient's obligation to pay its subcontractors is independent from the obligation of the Fiscal Agent to make payments to the Sub-recipient. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any monies to any subcontractor.**

11. RECORDS AND AUDITS

- A. The Sub-recipient must maintain records regarding the use of Program funds and progress made toward objectives and/or performance under the applicable Participation Agreement.**

Sub-agreement between RSCCD and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

- B. The Sub-recipient must maintain a list of the cost and location of the equipment purchased with Strong Workforce Program funds.
- C. The Sub-recipient agrees that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Sub-recipient agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. The Sub-recipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Sub-recipient agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement or any Participation Agreement.
- 1) If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the five (5) year period, whichever is later.
 - 2) All records must be retained throughout the project. The five (5) year period of retention starts on the last day of the performance period stipulated in the Participation Agreement.

12. NOTICES

A Party to this Agreement may give notice to the other Party by sending an email or through certified mail to the addresses specified below. Such notice shall be effective when received. Each Party has the responsibility of keeping notice contact information accurate and current.

South Orange County Community College District

Primary Contact

Name: Debra L. Fitzsimons
Title: Interim Chancellor
Address: 2800 Marguerite Pkwy.
City, State Zip: Mission Viejo, CA 92692
Email, phone: dfitzsimons@socccd.edu

Fiscal Contact

Name: Kim McCord
Title: Acting Vice Chancellor, Business Services
Address: 2800 Marguerite Pkwy.
City, State Zip: Mission Viejo, CA 92692
Email, phone: kmcord@socccd.edu 949 582-4661

Sub-agreement between RSCCD and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Fiscal Agent - Rancho Santiago Community College District

Primary Contact

Janeth Manjarrez, SWP Director
2323 North Broadway, Ste. 350
Santa Ana, CA 92706
Manjarrez_Janeth@rsccd.edu
(714) 480-7471

Fiscal Contact

Peter J. Hardash, Vice Chancellor of Business Operations & Fiscal Services
2323 North Broadway, 4th Floor
Hardash_Peter@rsccd.edu, (714) 480-7340
Santa Ana, CA 92706

13. TERMINATION

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

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of expenditures to the Sub-recipient. In the event that such funding is terminated or reduced, RSCCD shall provide the Sub-recipient with written notification of such determination and RSCCD shall reimburse the Sub-recipient for costs incurred up to the termination date. Notice shall be deemed served on the date of receipt by the Sub-recipient; with receipt determined by certified mail delivery confirmation. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

14. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

15. DISPUTES

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

Sub-agreement between RSCCD and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Fiscal Agent and/or the Prime Sponsor. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the Sub-recipient. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the Fiscal Agent receives from Sub-recipient a written request to appeal said decision. Pending final decision of the appeal, Sub-recipient shall act in accordance with the written decision of the Fiscal Agent or the Prime Sponsor, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

16. INDEMNIFICATION

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

17. INSURANCE

All Parties are self-insured public entities for the purposes of professional liability, general liability and workers' compensation. The Parties each warrant that through its program of self-insurance it has adequate liability, general liability and workers' compensation to provide coverage for liabilities arising out of the Fiscal Agent and Parties performance of this contract.

18. INDEPENDENT CONTRACTOR

The Sub-recipient, in the performance of this Agreement, shall be and act as independent contractors and not as employees of Fiscal Agent. The Sub-recipient understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the Fiscal Agent, and are not entitled to benefits of any kind or nature normally provided to employees of the Fiscal Agent and/or to which Fiscal Agent's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Sub-recipient assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The Sub-recipients 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 the Sub-recipient's employees. The Fiscal Agent will not withhold taxes, unemployment insurance or social security for the Sub-recipient's employees or independent subcontractors. The Sub-recipient agrees to indemnify and hold the Fiscal Agent harmless from and against any and all liability arising from any failure of the Sub-

Sub-agreement between RSCCD and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

recipient to withhold or pay any applicable tax, unemployment insurance or social security when due.

19. ASSURANCES

- A) By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program Trailer Bill (*Exhibit C*), and with the guidance documents provided by the California Community College Chancellor's Office (*Exhibit D*).
- B) By signing this Agreement the Sub-recipient certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

20. WAIVER

Any waiver by Fiscal Agent of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping Fiscal Agent from enforcing the terms of this Agreement.

21. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

22. AGREEMENT IS COMPLETE

No amendment, alteration or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.

IN WITNESS WHEREOF, all Parties agree.

FISCAL AGENT

Rancho Santiago Community College District


Peter J. Hardash

Vice Chancellor, Business Ops. & Fiscal Svcs.

Date:

Board approved: February 27, 2017

SUB-RECIPIENT

South Orange County Community College District

Name:

Title: Dr Debra L. Fitzsimons
Vice Chancellor Business Services

Date:

EIN: 95-2479872

EXHIBIT A
Participation Agreement Template
Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes Saddleback College's Scope of Work for the 2016-2017 allocation of Strong Workforce Regional Funds under the Master Agreement, [Agreement No.], and is subject to the terms and conditions as outlined in the Master Agreement.

Name of College	Saddleback College
District	South Orange County CCD
Participation Agreement Point of Contact	
Name:	Anthony Teng
Title	Dean, Advance Technology and Applied Science
Address	28000 Marguerite Pkwy
City, State Zip	Mission Viejo, CA 92692
REGIONAL PROJECTS – General Information (add rows for more projects if needed)	
1. Project Name	Marketing
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this college's work on the project	\$2,000,000
c. Brief description the college's work on the project.	Develop a regionalized marketing effort that can be a resource for each college and customized for each college's program. Outcomes should include marketing materials for sectors, marketing coordination with regional colleges, and other resources.
2. Project Name	Advanced Transportation: Automotive Technology Collaborative
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this college's work on the project	\$160,000
c. Brief description of the college's work on the project.	Working with Cypress, Fullerton, Santa Ana, Saddleback, and Golden West, create an Orange County AutoTech Collaborative that markets the five CC automotive programs in the county. Work collaboratively to provide some portability and comparability of programs for both students and employers. Create showcases, competitions, and joint projects in support of the car culture of OC. By determining the strengths and growth areas for each program, focus regional resources to create unique programs that meet the needs of the students and employers of the region.
3. Project Name	CTE Instructor Professional Development and Mentorship
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this college's work on the project	\$200,000
c. Brief description of the college's work on the project.	This project will provide the faculty and key talent the applied knowledge and skills to start, repair and design CTE programs to ensure they lead to well-paying high demand jobs. Facilitated workshop delivery of professional development that is team based, supported through professional coaching and facilitation and practical hands on application are sound practices for reinforced learning.
4. Project Name	Vertical Sector Leadership: Healthcare
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this college's work on the project	\$200,000
c. Brief description of the college's work on the project.	Develop a regionalized sector support network for identified sectors. Identifying college champion who will become a resource to coordinate and support participating regional colleges. Working with DSNs, college champion would develop sector development and partnerships with K-12, industry, WDB, and other stakeholders. Outcome would focus on sector development, curriculum and program alignment, support structure.

Participation Agreement Forms: for each project, complete a Budget Detail Sheet and Work Plan.

EXHIBIT A

Participation Agreement Template

Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes Saddleback College's Scope of Work for the 2016-2017 allocation of Strong Workforce Regional Funds under the Master Agreement, [Agreement No.], and is subject to the terms and conditions as outlined in the Master Agreement.

Name of College	Saddleback College
District	South Orange County CCD
Participation Agreement Point of Contact	
Name	Anthony Tene
Title	Dean, Advance Technology and Applied Science
Address	28000 Marguerite Pkwy
City, State Zip	Mission Viejo, CA 92692
REGIONAL PROJECTS – General Information (add rows for more projects if needed)	
1 Project Name	Regional NetLabs Project
a. Is the college a Lead for this Project?	No
b. Amount of funds for this college's work on the project	\$0
c. Brief description the college's work on the project.	Coastline Community College will host the LA/OC regional NetLabs project where colleges in the region will maintain ownership of their NetLab equipment, but would house them at the Coastline site; all of the members (who donated or did not donate equipment) would utilize the virtual lab services on a minimal annual fee basis to cover the ongoing network administrative support, replacement, and maintenance/operation of the NetLab system. In essence, we would pool our equipment and let everyone use it.
2 Project Name	CyberPatriot
a. Is the college a Lead for this Project?	No
b. Amount of funds for this college's work on the project	\$0
c. Brief description of the college's work on the project.	The CyberPatriot competitions meet a critical need for developing cyber skills and awareness in the K-12 segment. Coastline is proposing \$165,000 of the regional funds to sponsor CyberPatriot competition activities at the current three colleges and increase to four colleges during the next competition season. Expenses to be covered for these competitions include Coordinator (+Benefits), 25 Mentors to help teams on a weekly basis, K-12 teacher/coach stipends, CyberPatriot Team Registration (25 high schools, 25 middle schools), food for the events, marketing, bus transportation for high school students, and the design and implementation of a competition scoring engine.
3 Project Name	Seamless Pathways from Non-Credit to Credit
a. Is the college a Lead for this Project?	No
b. Amount of funds for this college's work on the project	\$0
c. Brief description of the college's work on the project.	The Seamless Pathways from Noncredit to Credit Initiative will create a regional resource for collaboration between Orange County's Adult Education providers and Community Colleges. In an effort for help students complete higher level certificates and degrees, the shared goal will be to significantly enhance, improve and align opportunities for students to seamlessly transition from noncredit to credit Career Technical Education (CTE) programs.
4 Project Name	Drones/Aviation and Engineering Tech (Robotics & Automation)
a. Is the college a Lead for this Project?	No
b. Amount of funds for this college's work on the project	\$0
c. Brief description of the college's work on the project	Drones/Aviation and Engineering Technician (Robotics and Automation) project will create a collaboration aligned to meet the evolving workforce and educational needs in three interrelated arenas: engineering technology and robotics, automation and the emerging technologies -- and associated occupational and educational opportunities-- of drones.

Participation Agreement Forms: for each project, complete a Budget Detail Sheet and Work Plan.

EXHIBIT A

Participation Agreement Template

Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes Saddleback College's Scope of Work for the 2016-2017 allocation of Strong Workforce Regional Funds under the Master Agreement, [Agreement No.], and is subject to the terms and conditions as outlined in the Master Agreement.

Name of College	Saddleback College
District	South Orange County CCD
Participation Agreement Point of Contact	
Name	Anthony Teng
Title	Dean, Advance Technology and Applied Science
Address	28000 Marguerite Pkwy
City, State Zip	Mission Viejo, CA 92692
REGIONAL PROJECTS – General Information (add rows for more projects if needed)	
1. Project Name	Regional Website/Catalog
a. Is the college a Lead for this Project?	No
b. Amount of funds for this college's work on the project	\$0
c. Brief description the college's work on the project	Several colleges are either considering the implementation of new course catalog technologies, while several colleges in the LA/OC region are already using CourseLeaf. The proposed project would consolidate and align these efforts in Orange County (and potentially in Los Angeles County). In addition, a shared CourseLeaf-generated web site with information sourced directly from college catalogs can provide much needed information for students on courses, certificates and degrees leading to Career Pathways – data that would be valuable to business, industry and regional partners
2. Project Name	Energy & Sustainability Programs
a. Is the college a Lead for this Project?	No
b. Amount of funds for this college's work on the project	\$0
c. Brief description of the college's work on the project	The project is Year One of a multi-year plan that will address the needs of the regional economy in this sector. The plan includes industry engagement, regional advisories, curriculum enrichment/enhancement, updated equipment, professional development, career awareness and pathway development, and new and incumbent worker training.
3. Project Name	Orange County Biotechnology Partnership
a. Is the college a Lead for this Project?	No
b. Amount of funds for this college's work on the project	\$0
c. Brief description of the college's work on the project	Orange County Biotechnology Education Partnership: Four community colleges (FC, IVC, SAC, SCC) are collaborating closely to develop career training for high school and college students. The Biomanufacturing Technician Pathway is designed to educate technician-level professionals with the skills required to earn immediate gainful employment in the fields of technology that utilize the science of biology.
4. Project Name	Vertical Sector Leadership SBE
a. Is the college a Lead for this Project?	No
b. Amount of funds for this college's work on the project	\$0
c. Brief description of the college's work on the project	Develop a regionalized sector support network for identified sectors. Identifying college champion who will become a resource to coordinate and support participating regional colleges. Working with DSNs, college champion would develop sector development and partnerships with K-12, industry, WDB, and other stakeholders. Outcome would focus on sector development, curriculum and program alignment, support structure.

Participation Agreement Forms for each project, complete a Budget Detail Sheet and Work Plan.

EXHIBIT A

Participation Agreement Template

Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes Saddleback College's Scope of Work for the 2016-2017 allocation of Strong Workforce Regional Funds under the Master Agreement, [Agreement No.], and is subject to the terms and conditions as outlined in the Master Agreement.

Name of College	Saddleback College
District	South Orange County CCD
Participation Agreement Point of Contact	
Name	Anthony Teng
Title	Dean, Advance Technology and Applied Science
Address	28000 Marguerite Pkwy
City, State Zip	Mission Viejo, CA 92692
REGIONAL PROJECTS – General Information (add rows for more projects if needed)	
1. Project Name	Vertical Sector Leadership: Global Trade & Logistics
a. Is the college a Lead for this Project?	No
b. Amount of funds for this college's work on the project	\$0
c. Brief description the college's work on the project.	Develop a regionalized sector support network for identified sectors. Identifying college champion who will become a resource to coordinate and support participating regional colleges. Working with DSNs, college champion would develop sector development and partnerships with K-12, industry, WDB, and other stakeholders. Outcome would focus on sector development, curriculum and program alignment, support structure
2. Project Name	Vertical Sector Leadership: Biotechnology
a. Is the college a Lead for this Project?	No
b. Amount of funds for this college's work on the project	\$0
c. Brief description of the college's work on the project.	Develop a regionalized sector support network for identified sectors. Identifying college champion who will become a resource to coordinate and support participating regional colleges. Working with DSNs, college champion would develop sector development and partnerships with K-12, industry, WDB, and other stakeholders. Outcome would focus on sector development, curriculum and program alignment, support structure
3. Project Name	Vertical Sector Leadership: Retail Hospitality & Tourism
a. Is the college a Lead for this Project?	No
b. Amount of funds for this college's work on the project	\$0
c. Brief description of the college's work on the project.	Develop a regionalized sector support network for identified sectors. Identifying college champion who will become a resource to coordinate and support participating regional colleges. Working with DSNs, college champion would develop sector development and partnerships with K-12, industry, WDB, and other stakeholders. Outcome would focus on sector development, curriculum and program alignment, support structure.
4. Project Name	
a. Is the college a Lead for this Project?	
b. Amount of funds for this college's work on the project	
c. Brief description of the college's work on the project.	

Participation Agreement Forms: for each project, complete a Budget Detail Sheet and Work Plan.

Strong Workforce Regional Funds - Los Angeles & Orange County Region
FY 2016-2017
Term: 7/1/16 - 12/31/17

COLLEGE: Saddleback College
DISTRICT: South Orange County CCD
PROJECT NAME: Marketing

NOTE: Create one Budget Detail Sheet per Project.

OBJECT CODE	DESCRIPTION OF COST & CALCULATION	AMOUNT
5000	Develop and convene Regional Counselor Conference. Project to be conducted by OCDE.	\$175,000
5000	Develop regional Business Information Worker presence. Project to be coordinated with ICT Sector Navigator	\$220,000
5000	Region wide marketing. Project to include all nine OC colleges and may leverage CCC CTE Branding and Marketing project.	\$1,485,000
5000	Conduct necessary research and provide complete economic impact analysis for regiona and for each college. Project to be conducted by EMSI.	\$120,000
	TOTAL COSTS	\$2,000,000

Strong Workforce Regional Funds
FY 2016-2017
Term: 7/1/16 - 12/31/17

Los Angeles & Orange County Region

COLLEGE: Saddleback College
DISTRICT: South Orange County CCD
PROJECT NAME: Marketing

NOTE: Create a separate Work Plan for each project.

[illegible]

Strong Workforce Regional Funds - Los Angeles & Orange County Region
FY 2016-2017
Term: 7/1/16 - 12/31/17

COLLEGE: Saddleback College
DISTRICT: South Orange County CCD
PROJECT NAME: Prof Development

NOTE: Create one Budget Detail Sheet per Project.

OBJECT CODE	DESCRIPTION OF COST & CALCULATION	AMOUNT
1000	Stipends for faculty workshop participation	\$55,000
2000	Classified staff support for workshop events	\$6,900
3000	Benefits	\$1,380
4000	Printed materials, postage, books, and workshop handouts	\$10,720
5000	Contract for service for conference facilitators, event space, travel, fees, meals and mileage	\$126,000
	TOTAL COSTS	\$200,000

Strong Workforce Regional Funds
FY 2016-2017
Term: 7/1/16 - 12/31/17

Los Angeles & Orange County Region

COLLEGE: Saddleback College
DISTRICT: South Orange County CCD
PROJECT NAME: Professional Development

NOTE: Create a separate Work Plan for each project.

[illegible]

Strong Workforce Regional Funds - Los Angeles & Orange County Region
FY 2016-2017
Term: 7/1/16 - 12/31/17

COLLEGE: Saddleback College
DISTRICT: South Orange County CCD
PROJECT NAME: Adv Transportation Auto Tech

NOTE: Create one Budget Detail Sheet per Project.

OBJECT CODE	DESCRIPTION OF COST & CALCULATION	AMOUNT
1000	Local college faculty stipends for regional alignment	10000
2000	Local college classified wages	2400
3000	Local college benefits	1736
4000	Local college supplies and materials	864
5000	Local college outside services	45000
1000	Regional faculty stipends	5000
2000	Regional classified wages	2500
3000	Regional benefits	1125
4000	Regional supplies and materials	11375
5000	Regional outside services	80000
	TOTAL COSTS	160000

**Strong Workforce Regional Funds
FY 2016-2017
Term: 7/1/16 - 12/31/17**

Los Angeles & Orange County Region

COLLEGE: Saddleback College
DISTRICT: South Orange County CCD
PROJECT NAME: Adv Transportation Auto Tech

NOTE: Create a separate Work Plan for each project.

[illegible]

Strong Workforce Regional Funds - Los Angeles & Orange County Region
FY 2016-2017
Term: 7/1/16 - 12/31/17

COLLEGE: Saddleback College
DISTRICT: South Orange County CCD
PROJECT NAME: Vertical Sector Leader: Health

NOTE: Create one Budget Detail Sheet per Project.

OBJECT CODE	DESCRIPTION OF COST & CALCULATION	AMOUNT
2000	Vertical Sector Lead and Admin Assistant	\$170,000
3000	Benefits	\$30,000
	TOTAL COSTS	\$200,000

**Strong Workforce Regional Funds
FY 2016-2017
Term: 7/1/16 - 12/31/17**

Los Angeles & Orange County Region

COLLEGE: Saddleback College
DISTRICT: South Orange County CCD
PROJECT NAME: Vertical Sector Leadership: Health

NOTE: Create a separate Work Plan for each project.

[illegible]

EXHIBIT A

Participation Agreement - Summary Sheet

Scope of Work for Strong Workforce Program - Regional Funds

This Participation Agreement constitutes Irvine Valley College's Scope of Work for the 2016-2017 allocation of Strong Workforce Regional Funds under the Maser Agreement, [Agreement No.], and is subject to the terms and conditions as outline in the Master Agreement. NOTE: Complete one Summary Sheet for the college's Participation Agreement, but complete a Budget Detail Sheet and Work Plan for each project.

Participation Agreement Number DO-17-2xxx-01
Fiscal Year Allocation 2016-2017
Term 07/01/2016 - 12/31/2018
Name of College Irvine Valley College
District South Orange County CCD

Participation Agreement Point of Contact

Name Corine Doughty
Title Dean, Economic & Workforce Development
Address 15445 Lansdowne Rd.
City, State Zip Tustin, CA 92782

REGIONAL PROJECTS - General Information

1. Project Name Vertical Sector Leader - Biotechnology

a. Is the college a Lead for this Project? Yes

b. Amount of funds for this college's work on the project. \$200,000

c. Brief description of the college's work on the project. *The goal of creating a Vertical Sector Lead for Biotechnology is to expand the ability of Orange County colleges' coordinated efforts, align initiatives, and create/build a range of opportunities across and between programs and colleges to develop a regionalized support network comprised of participating colleges, DSNs, K-12 and industry partners, and other stakeholders.*

2. Project Name Regional Biotechnology Education Partnership

a. Is the college a Lead for this Project? Yes

b. Amount of funds for this college's work on the project. \$282,078

c. Brief description of the college's work on the project. *The Regional Biotechnology Education Partnership is designed to educate technical-level professionals with the skills required to earn immediate gainful employment in the fields of technology that utilize the science of biology.*

3. Project Name Energy & Sustainability Programs

a. Is the college a Lead for this Project? Yes

b. Amount of funds for this college's work on the project. \$500,000

c. Brief description of the college's work on the project. *Program administration for course alignment with 7 OC colleges; lead course alignment for all programs with 7 Orange County community colleges; and modify electrical courses to include advanced lighting.*

4. Project Name ICT - Cyber Patriot Initiative

a. Is the college a Lead for this Project?

b. Amount of funds for this college's work on the project.

c. Brief description of the college's work on the project.

5. Project Name *Drone Technology Initiative*

a. Is the college a Lead for this Project?

b. Amount of funds for this college's work on the project.

c. Brief description of the college's work on the project.

6. Project Name *Seamless Pathways - Noncredit to Credit Initiative*

a. Is the college a Lead for this Project?

b. Amount of funds for this college's work on the project.

c. Brief description of the college's work on the project.

7. Project Name *Regional Data Enhancement*

a. Is the college a Lead for this Project?

b. Amount of funds for this college's work on the project.

c. Brief description of the college's work on the project.

8. Project Name *Regional Catalog*

a. Is the college a Lead for this Project?

b. Amount of funds for this college's work on the project.

c. Brief description of the college's work on the project.

9. Project Name *CTE Professional Development and Mentoring Project*

a. Is the college a Lead for this Project?

b. Amount of funds for this college's work on the project.

c. Brief description of the college's work on the project.

10. Project Name *Regional Marketing and Outreach*

a. Is the college a Lead for this Project?

b. Amount of funds for this college's work on the project.

c. Brief description of the college's work on the project.

11. Project Name *NetLabs*

a. Is the college a Lead for this Project?

b. Amount of funds for this college's work on the project.

c. Brief description of the college's work on the project.

Name	Date
President or Designee	

Name	Date
President or Designee	

Strong Workforce Program Regional Funds
FY 2016-2017
Term: 7/01/2016 - 12/31/2018

COLLEGE: Irvine Valley College
DISTRICT: South Orange County CCD
PROJECT NAME: Biotech Vertical Sector Leader

OBJECT CODE	DESCRIPTION OF COST & CALCULATION	AMOUNT
1000	Faculty Stipends - develop new courses; 2016-17, \$4,255; 2017-18, \$4,255; and Fall 2018, \$4,255	12,765.00
2000	Vertical Sector Lead for Biotechnology; 2016-17, \$10,553; 2017-18, \$10,553; and Fall 2018, \$10,553;	31,659.00
3000	Benefits, Stipends	2,235.00
	Benefits, Vertical Sector Lead	7,341.00
4000	Reagent lab kit supplies, copy charges, supplies 2016-17, \$2,500 2017-18, \$1,000 and Fall 2018, \$1,000	4,500.00
5000	Conferences, professional development, website development, meetings, xerox, advisories, memberships, marketing materials and collateral; 2016-17, \$65,000 2017-18, \$65,000 and Fall 2018, \$7,500	137,500.00
6000	Provide necessary facilities for Vertical Sector Lead	4,000.00
TOTAL COSTS		200,000.00

Strong Workforce Program Regional Funds
FY 2016-2017
Term: 7/01/2016 - 12/31/2018

COLLEGE: Irvine Valley College
DISTRICT: South Orange County CCD
PROJECT NAME: Biotech Vertical Sector Leader

ACTIVITY	OUTCOME	TIMELINE	PERSON(S) RESPONSIBLE
Identify and hire Vertical Sector Lead	Project Initiation: development of short-term tactics and long-term plans		Corine Doughty
Commission a detailed study of the current labor market demands and projections for emerging occupations	Foundational information on workforce; foundation for future plans, partners		Corine Doughty
Create and establish upward articulation from K-12 system to community colleges to four year institutions in Biotechnology and related emerging industries and occupations.	Defined and implemented Strategy		Vertical Sector Leader
Convene stakeholders across the region to create and align efforts	Improved system for identifying and sharing investments and efforts; production of agreed upon plans to meet long-term occupational needs and adjust programs--particularly those associated with industry-valued certificates--in response to employer needs.		Vertical Sector Leader
Provide support for the CTE Biotech campuses at each college.	Provide resources for colleges that are not included in their individual projects.	31-Dec-18	All four colleges

Strong Workforce Program Regional Funds
FY 2016-2017
Term: 7/01/2016 - 12/31/2018

COLLEGE: Irvine Valley College
DISTRICT: South Orange County CCD
PROJECT NAME: Biotechnology Education Partnership

OBJECT CODE	DESCRIPTION OF COST & CALCULATION	AMOUNT
2000	Instructional lab Aide	20,000.00
3000	Benefits, Instructional Lab Aide	4,638.00
4000	Instructional lab re-agent materials/kits for use in the classrooms	10,468.00
5000	Sub-award agreements as follows: Santa Ana College, \$148,653 to support OC Internship Coordinators and \$32,773 for instructional materials and lab aides in classrooms; Santiago Canyon College, \$32,773 for instructional materials and lab aides in classrooms; Fullerton College, \$32,773 for instructional materials and lab aides in classrooms.	246,972.00
TOTAL COSTS		\$ 282,078.00

Strong Workforce Program Regional Funds
FY 2016-2017
Term: 7/01/2016 - 12/31/2018

COLLEGE: Irvine Valley College
DISTRICT: South Orange County CCD
PROJECT NAME: Biotechnology Education Partnership

ACTIVITY	OUTCOME	TIMELINE	PERSON(S) RESPONSIBLE
Provide students with internships and work-based learning opportunities.	Students will gain work-based learning experiences.	31-Dec-18	Kathy Takahashi
Participate in high school demonstrations, senior days, career nights and promotional activities; assist the Biotech Ambassador in increasing dual enrollment opportunities at the local K12s.	Increased K-12 student enrollments and completers.	31-Dec-18	All four colleges
Develop marketing material to support the regional biotech collaborative.	Increase in biotech enrollment across the county.	31-Dec-18	All four colleges
Support professional development opportunities for the regional collaborative.	Support the four colleges with conference registrations.	31-Dec-18	All four colleges
Implement a student-run Biotech store for creating re-agent kits of use in high school and post-secondary institutions.	Distribute re-agent kits for use at the high school and colleges.	31-Dec-18	Emalee MacKenzie
Assist the Biotech Ambassador in soliciting donations for the SoCal Bio-link Depot.	Solicit donations for use with high schools, colleges. Participate in the monthly meetings and conference calls to ensure compliance.	31-Dec-18	Fullerton, Irvine, Santa Ana and Santiago Canyon

Strong Workforce Program Regional Funds
FY 2016-2017
Term: 7/01/2016 - 12/31/2018

COLLEGE: Irvine Valley College
DISTRICT: South Orange County CCD
PROJECT NAME: Energy Sustainability

OBJECT CODE	DESCRIPTION OF COST & CALCULATION	AMOUNT
1000	Instructional Salaries - stipends for program development for automation and lighting controls	10,000.00
2000	Project Manager	85,000.00
3000	Benefits - Stipends	3,000.00
3000	Benefits - Program Manager	44,710.00
4000	Consumables, lab materials, brochures, and virtual lab content	5,290.00
4000	Supplies	5,000.00
5000	Professional development stipends, meetings, and advisories	10,000.00
5000	Energy & Sustainability Programs: Program alignment with Orange and Los Angeles counties. Coastline, \$35,000 for Electronics & Electrical Technology (Automation - 093400); Cypress, \$50,000 for Environmental Control Technology (HVAC - 094600); Fullerton, \$35,000 for Electronics & Electrical Technology (Automation - 093400); Goldenwest, \$35,000 for Construction Crafts Technology (Renewable Energy 095200); Orange Coast College, \$80,000 for Energy Systems Technology (Building Science - 094610) and Environmental Control Technology (HVAC - 094600); Saddleback College, \$35,000 for Environmental Control Technology (HVAC - 094600); and Santiago Canyon College, \$25,000 for Construction Inspection 095720.	295,000.00
6000	Lab equipment upgrades, course materials	22,000.00
	Lab equipment - table top upgrade CalTCP trainer	20,000.00
	TOTAL COSTS	\$ 500,000.00

Strong Workforce Program Regional Funds
FY 2016-2017
Term: 7/01/2016 - 12/31/2018

COLLEGE: Irvine Valley College
DISTRICT: South Orange County CCD
PROJECT NAME: Energy Sustainability

ACTIVITY	OUTCOME	TIMELINE	PERSON(S) RESPONSIBLE
Align Automation Control programs at IVC with Coastline and Fullerton	Online program alignment and developed pilot for virtual lab with SMC trainers.		Terry Schmidt
Energy sustainability program/project coordination.	Program alignment proposals to LAOCRC for approval	Dec-17	Corine Doughty
Modify electrical curriculum to include ALC	LCA online courses included/added to electrical course.	June 17 - June 18	Massimo Mitolo
Evaluate report on desktop lab training kits	Send evaluation report to UC Davis CLTC	Sept 17 - Nov 17	Massimo Mitolo
Add California Advanced Lighting Controls program for contractors/installers	Teach one or more CALTP certification classes	Spring 2018 - Fall 2018	Massimo Mitolo
Coastline College: Align automation controls programs with IVC, Fullerton and LA participating colleges	On-Line Program Alignment and Develop Pilot for Virtual Lab and Trainers	Dec-17	Nancy Jones, Joycelyn Groot designess
Cypress College: Work with partner colleges to align On-Line Automation Controls to Support Credit, Apprentice and Non- Credit Programs	On-Line Program Alignment and Develop Pilot for Virtual Lab and Trainers	Dec-17	Dr. Santanu Bandyopadhyay, EVP and designee, Doug Sallade
Fullerton College: Work with partner colleges to align On-Line Automation Controls to Support Credit, Apprentice and Non- Credit Programs	On-Line Program Alignment and Develop Pilot for Virtual Lab and Trainers	Dec-17	Ken Starkman Designee
Golden West College: Work with partner colleges to align On-Line Automation Controls to Support Credit, Apprentice and Non- Credit Programs	Submit program approval to LAOCRC	Dec-17	David Gatewood designee
Orange Coast College: Expand Environment Tech Program to include energy auditing and analytics.	Update program course outline of record and submit for approval to LAOCRC. Coordinate with Energize College Grant program to include students in campus as a living lab for auditing classroom work	Dec-17	Mike Carey
Orange Coast College: Align HVACR program with Cypress and LA colleges and join HVACR Collaborative.	OCC HVACR program alignment application with LAOCRC	Dec-17	John Stuart
Saddleback College: Launch new HVACR program and align with Cypress and LA colleges and join HVACR Collaborative.	Launch new HVACR pilot program aliged with HVACR collaborative and submit program application to LAOCRC	Dec-17	Tony Teng Designee
Santiago Canyon College: Enhance Construction Inspection program to align with OCC and LA colleges.	submit program alignment application with LAOCRC	Dec-17	Von Lawson Designee

Strong Workforce Program Regional Funds
FY 2016-2017
Term: 7/01/2016 - 12/31/2018

COLLEGE: Irvine Valley College
DISTRICT: South Orange County CCD
PROJECT NAME: Drone Technology Initiative

OBJECT CODE	DESCRIPTION OF COST & CALCULATION	AMOUNT
1000		
2000		
3000		
4000		
5000		130,000.00
6000		
	TOTAL COSTS	\$ 130,000.00

Strong Workforce Program Regional Funds
FY 2016-2017
Term: 7/01/2016 - 12/31/2018

COLLEGE: Irvine Valley College
DISTRICT: South Orange County CCD
PROJECT NAME: Drone Technology Initiative

ACTIVITY	OUTCOME	TIMELINE	PERSON(S) RESPONSIBLE
Conduct research and provide faculty support for development of new courses	Completed and approved courses and programs	12/31/2018	IVC faculty and Academic Administrators
Identify research experts. Compile and share information with faculty		1/1/2019	IVC faculty and Academic Administrators
Identify partners and initiate program plan	Program developed and regional collaboration efforts successful.	1/2/2019	IVC faculty and Academic Administrators
Convene all stakeholders to discuss areas of emphasis and regional alignment	Stable and ongoing collaboration around the complex field and efforts produced by the Orange County colleges	1/3/2019	IVC faculty and Academic Administrators

STATE OF CALIFORNIA

EXHIBIT B

ERIK E. SKINNER, ACTING CHANCELLOR

CALIFORNIA COMMUNITY COLLEGES

CHANCELLOR'S OFFICE

1102 Q STREET, SUITE 4550

SACRAMENTO, CA 95811-8549

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<http://www.cccco.edu>



August 25, 2016

To: Regional Consortium Chairs

From: Matt Roberts, Ed.D. Dean of Field Operations
Workforce and Economic Development Division

Subject: Guidance on use of funds for strong workforce program

This memorandum provides guidance on the use of funds for the strong workforce program.

EXHIBIT B

August 24, 2016 – Scope of Work

Roles and Responsibility

Regional Share Fiscal Agent

The fiscal agent has no authority over decisions on the use of funding, rather the fiscal agent role is to dispense, monitor and audit sub-grants once spending decisions have been authorized by the CTE Regional Consortia as stipulated in Strong Workforce legislation. The district designated as the fiscal agent shall perform the following roles and responsibilities:

- Provide a single-point of contact to act as an embedded member of the CTE Regional Consortium (RC) Team to account for financial operation and control associated with the Regional Share.
- Review sub-awardee applications for compliance with grant terms and requirements. Work with sub-awardees to resolve issues that arise.
- Review sub-award application budgets to ensure that expenditures are allowable under the grant terms and conditions, are properly classified, and that the calculations are correct. Work with sub-awardees to resolve any issues that arise.
- Develop policies, procedures, systems and timelines for disbursement of funds.
- Determine the documentation required to ensure funds are properly accounted for
- Develop systems to track each of the contracts/grants and their status that can be shared with the RCs, the CCCC CO grant monitors, and sub-awardees.
- Develop sub-award agreements with each of the sub-awardees that incorporate the contracting requirements of the CCCC CO and the Fiscal Agent.
- Provide information, guidelines and technical assistance to sub-awardees.
- Manage the flow of funds to sub-awardees by receiving, reviewing and approving claims for funds and ensure that proper documentation has been received to verify that what was requested conforms to what was approved when discrepancies occur.
- Issue payments and verify that payments have been received.
- Fulfill reporting requirements by receiving and monitoring quarterly reports and final reports from the sub-awardees.
- Follow-up on missing or incorrect reports. Work with sub-awardees to resolve issues.
- Consolidate reports and report up to the RC/CCCC CO as required and upon request.
- Conduct sub-recipient monitoring and audits, in accordance with grant requirements and OMB Uniform Guidelines.
- Field questions on allowable expenditures in accordance with any CCCC CO guidance
- Review sub-awardees' requests for approval of contracts and sub-agreements, prior to forwarding requests to CCCC CO for final approval. Provide guidance and direction to the colleges to ensure compliance and facilitate CCCC CO review and approval, as needed.
- Collaborate with RCs to standardize Strong Workforce related fiscal related and reporting processed, procedures and to develop recommendations and responses to CCCC CO.

EXHIBIT B

Expanded Regionalized Coordination:

The chart below shows a regional model funding breakdown that includes the following sources: Perkins 1b and the regional share allocation. Under this model, the CTE Regional Consortia shall use 5% of the regional share allocation for basic operations of the CTE Regional Consortia capacity including any fiscal agency costs. 2% of the 5% regional share operational amount will cover the fiscal agency costs (with amounts adjusted to a maximum of \$200,000 and a minimum of \$100,000. This adjustment affects Regions B, D, & G1). The remaining 3% is then leveraged with the Perkins 1b funds, and becomes the total funds available for RC basic operations and key talent expenditures. These amounts are represented in the last column of the chart.

Region	Region	Perkins 1B Leadership	Regional Share	From Regional Share 5%	Fiscal Agent Costs 2%	FA Minimum \$ 100,000.00	FA Maximum \$200,000.00	Allowable Fiscal Agent Costs*	Regional Share Available for RC Infrastructure	Total Funds for RC
A	Northern Inland, Northern Coastal, Greater Sacramento	\$ 370,000.00	\$ 6,970,845.00	\$ 348,542.25	\$ 139,416.90	\$ 100,000.00	\$200,000.00	\$ 139,416.90	\$ 209,125.35	\$ 579,125.35
B	SI/San Mateo, East Bay, Silicon Valley, North Bay, Santa Cruz/Monterey	\$ 370,000.00	\$ 16,675,900.00	\$ 833,795.00	\$ 333,518.00	\$ 100,000.00	\$200,000.00	\$ 200,000.00	\$ 633,795.00	\$ 1,003,795.00
C	Central Valley, Mother lode	\$ 300,000.00	\$ 7,779,382.00	\$ 388,969.10	\$ 155,587.64	\$ 100,000.00	\$200,000.00	\$ 155,587.64	\$ 233,381.46	\$ 533,381.46
D	South Central Coast	\$ 230,000.00	\$ 4,217,548.00	\$ 211,377.40	\$ 84,550.96	\$ 100,000.00	\$200,000.00	\$ 800,000.00	\$ 111,377.40	\$ 331,777.40
E	San Diego & Imperial	\$ 230,000.00	\$ 6,604,171.00	\$ 330,208.55	\$ 132,083.42	\$ 100,000.00	\$200,000.00	\$ 132,083.42	\$ 198,125.13	\$ 418,125.13
F	Inland Empire & Desert	\$ 230,000.00	\$ 7,783,557.00	\$ 389,177.85	\$ 154,071.14	\$ 100,000.00	\$200,000.00	\$ 154,071.14	\$ 231,906.71	\$ 451,906.71
G1	Los Angeles	\$ 185,000.00	\$ 18,631,147.00	\$ 931,557.35	\$ 372,622.94	\$ 100,000.00	\$200,000.00	\$ 200,000.00	\$ 731,557.35	\$ 916,557.35
G2	Orange County	\$ 185,000.00	\$ 7,487,458.00	\$ 374,372.90	\$ 149,749.00	\$ 100,000.00	\$200,000.00	\$ 149,749.00	\$ 222,222.90	\$ 407,222.90
		\$ 2,070,000.00	\$ 76,000,000.00	\$ 3,800,000.00	\$ 1,530,000.00			\$ 1,339,308.16	\$ 2,570,581.90	\$ 4,640,581.90

* 2% or a ceiling of \$200,000 and a floor of \$100,000

Chart A

Budget Development Guidance/Fiscal Agent fees

As you continue budget development, please consider the following points:

- The total amount taken from the regional share allocation is 5%. Of this amount, the fiscal agency costs shall be capped at 2% (=40% of the 5%) or a maximum of \$200,000 and a minimum of \$100,000 for each region, leaving 3% (=60% of the 5%) to cover regional consortium costs.
- Indirect cannot be taken on any part of the 5% funds. The 2% (with a max of \$200,000 and a min of \$100,000) shall fund the fiscal agent operational costs such as office space, network support, copier use, personnel, etc. The 3% (along with the Perkins 1B allocation) will fund the regional consortium operational costs such as clerical/office staff, travel, meeting facilitation, etc.
- Perkins 1B funds should be used to pay for Key Talent costs, such as the RC salaries. Keep in mind that these funds have a 4% indirect being charged to the each of these grants.
- If 5% of the regional allocation is for fiscal agent and regional consortium costs, and 85% of the regional allocation is for more and better CTE program(s). The remaining 10% covers soft costs associated with Task Force recommendations should not be used to build regional consortium capacity or infrastructure. This percentage should be used for the following:
 - Region-wide outreach to employers with ultimate goal of increasing internships/hires
 - Region-wide outreach to students/parents about CTE options
 - Additional data-related needs
 - Professional development for curriculum approval

EXHIBIT C

**Guidelines, Definitions and Reasonable Standards for
Strong Workforce Funding Investment**
(Local and Regional Share)

Reasonable

Reasonable is defined by the dictionary as: agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision. Systems that can guide this definition are: necessary for the performance of the funding; follow sound business practices (procurement processes, follow state and local laws, follow the terms of the funding source); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

The following, directly relate to Strong Workforce Education Code Requirements and some examples of the standard non-allowable activities that meet the "front-page of the newspaper" test of reasonable and the allowable indirect cost rate:

- **Supplanting:** Funds appropriated to community college districts for local or regional share investment shall supplement, not supplant, existing funding of community college career technical education programs. This shall not be interpreted to mean that a participating community college district is prohibited from eliminating or altering existing programs, but the percentage of that community college district's total full-time equivalent students enrolled in career technical education courses relative to the total full-time equivalent students enrolled in the district shall not be reduced from the percentage computed for the 2015–16 fiscal year. [EC§88824(e)]
- **Funding CTE Only:** Funds expended must show a direct benefit to the requirements of the Strong Workforce Program outcomes of increasing the number of quality students or programs in CTE courses programs and pathways and addressing the recommendations of the Strong Workforce Task Force. [EC§88824(d)(5)(A-C)]
- **Duplication of Effort:** To avoid duplication of effort, activities funded under the Strong Workforce Program shall be informed by, aligned with, and expand upon the activities of existing workforce and education regional partnerships, including those partnership activities that pertain to regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128), adult education block grant consortia, and K-12 career technical education programs. [EC§88821(4)(d)]
- **District Procedures:** All fiscal policy and program procedures adopted by the applicable Community College District shall be followed when expending (local and regional) allocations.

EXHIBIT C

- Non-Allowable Activities:**

Entertainment – Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

Alcoholic Beverages – Costs of alcoholic beverages are unallowable.

Contingency (Rainy Day Funds) – Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening, are unallowable.

Goods and Services for Personal Use – Cost of goods and services for Personal use is unallowable.

Lobbying – Lobbying is never allowed unless it meets the following criteria: (1) Technical and factual presentations on topics directly related to the performance of a grant, contract, or other agreement (through hearing testimony, statements, or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof), in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form, and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearings.

Contributions or Donations – Cash or property contributions or donations are unallowable.

Fund Raising and Investment Costs – Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions are unallowable, regardless of the purpose for which the funds will be used.

Indirect Cost Rates Allowed

Allocation	Indirect Cost Rate (Total Direct Costs)
60% Local Share	4%
40% Regional Share	No Indirect Allowed

The following table can be used as a quick reference guide for participation requirements and/or plan requirements as listed within Division 7, Title 3 Education Code Section 88820-88826 (Strong Workforce Program) guidelines. This table is not meant to substitute a full review of

EXHIBIT C

Division 7, Title 3 Education Code Section 88820-88826 (Strong Workforce Program) guidelines in their entirety in addition to all recommendations from the Strong Workforce Task Force. Links to the above mentioned documents and documents that are designed to inform in the development of these investments can be found at:

<http://doingwhatmatters.cccco.edu/StrongWorkforce.aspx>

Recipients of Local or Regional Share Funding Shall	Plans for Local or Regional Share Funding Shall Address
<p>Be a member of a consortium [EC§88824(d)(1)] (Career Technical Education Regional Consortium," or "consortium," means an administrative grouping of community college districts by the Division of Workforce and Economic Development of the chancellor's office for the purpose of coordination and joint planning within regions, as defined in subdivision [EC88822§(c)])</p>	<p>Increasing the number of student in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes. [EC§88824(d)(5)(A)]</p>
<p>Work with other members of the consortium to create and submit a plan to the chancellor by January 31, 2017 [EC§88824 (d)(2)], for inclusion in the submissions of regional plans for purposes of the program and the federal Workforce Innovation and Opportunity Act (Public Law 113-128).</p>	<p>Increasing the number of quality career technical education courses, programs, and pathways that lead to successful workforce outcomes, or invest in new or emerging career technical education courses, programs, and pathways that may become operative in subsequent years and are likely to lead to successful workforce outcomes (completions, transfer, employment rates, employment in a field of study, earning, median change in earning, proportion of student who attained living wages). [EC§88824(d)(5)(B)]</p>
<p>Collaborate: [EC§88821(a-e)] All Community College Districts participating in local or regional Investments are required to follow collaboration requirements as specified in these sections.</p>	<p>Address recommendations from the Strong Workforce Task Force, including the recommended provision of student services related to career exploration, job readiness and job placement, and work-based learning. [EC§88824(d)(5)(C)] http://doingwhatmatters.cccco.edu/portals/6/docs/sw/201611%20Workforce Task Force Implementation%20Recommendations%20Version%201.pdf</p>
<p>LMI Data: [EC§88824(d)(4)] Provide accessible performance and labor-market data that can be used by community college districts and their regional partners to support the implementation of the program and describe related efforts to align regional workforce and education programming with regional labor market needs, including, but not limited to, regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128).</p>	<p>Local Investment Shall: Provide Evidence of Demand for Workers within the funded CTE Program or Across Multiple Programs</p> <ul style="list-style-type: none"> • Identify geography and occupations targeted • Identify demand and supply and gap Cite source of Labor Market Information

EXHIBIT C

<p>Local Investment Planning Efforts: [EC§88823(f)] Community College Districts participating in a consortium shall utilize their region's plan to inform local campus planning efforts to implement career technical education courses, programs, and pathways and integrate available local, regional, state, and nonpublic resources to ensure that students will achieve successful workforce outcomes.</p>	<p>Regional Investment Shall – [EC 88823(b)(3-7)] review for the following:</p> <ul style="list-style-type: none"> Summary of Local Share Investments by Sector Regional/Sub Regional Labor Market Information Supply & Demand Table with Living Wage Occupations Other Establish Questions & Agenda for Collaborative Regional Planning Are priority and emergent sectors for the region still the same? What more must be done for students to move through the region's career pathways in the sectors? How will job placement, internships, and regional industry engagement be coordinated? How can Industry inform and co-invest in CTE?
<p>Certifications: [EC§88824(d)(5)(A-C)] Community College Districts will certify that the use of funds will meet the intent of the program to accomplish all of the following:</p> <ul style="list-style-type: none"> (A) Increase the number of students in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes. (B) Increase the number of quality career technical education courses, programs, and pathways that lead to successful workforce outcomes, or invest in new or emerging career technical education courses, programs, and pathways that may become operative in subsequent years and are likely to lead to successful workforce outcomes. (C) Address recommendations from the Strong Workforce Task Force, including the recommended provision of student services related to career exploration, job readiness and job placement, and work-based learning. 	<p>Regional Share Plan [EC §88823 (h)]</p> <p>Each region's plan shall be for the primary purpose of Informing the development of strategies related to career technical education and workforce development courses, programs, and pathways. Each region's plan shall reflect strategies to efficiently and effectively utilize any available public and private resources, including funds for the Career Technical Education Pathways Program established in Part 52 (commencing with Section 88530), in a manner that better aligns career technical education courses, programs, and pathways with the needs of their regional economies.</p>
<p>Regional Share Consortium Shall:</p> <ul style="list-style-type: none"> • [EC§88824(c)(1) & §88823(b)(1)] each consortium shall select a CCD to be fiscal agent. • [EC§88824(f)] a consortium shall allocate funds only to CCDs. • [EC§88823(b)(2)] a consortium shall establish a governance model for the consortium. Fiscal Resources shall be determined exclusively by the CCDs participating in the consortium. 	

EXHIBIT D

Strong Workforce Program
Trailer Bill Language – 2016-2017 California State Budget

Highlighted in yellow is language of interest to local colleges/districts and their CTE Regional Consortia.

88820.

This part shall be known, and may be cited, as the Strong Workforce Program.

88821.

(a) The Legislature finds and declares all of the following:

(1) California's economic competitiveness is fueled, in part, by the strength of its regional economies and its skilled workforce.

(2) Upward social and economic mobility helps keep the state's economy diversified and vibrant.

(3) The attainment of industry-valued "middle skill credentials" serves as a gateway for a large and diverse number of careers in the state's economy.

(4) California's local educational agencies, community college districts, interested public four-year universities, local workforce development boards, economic development and industry leaders, and local civic representatives should collaboratively work together to inform the offerings of courses, programs, pathways, and workforce development opportunities that enable students to access the current and future job market and further social and economic mobility.

(b) The Strong Workforce Program is hereby established for the purpose of expanding the availability of quality community college career technical education and workforce development courses, programs, pathways, credentials, certificates, and degrees.

(c) To facilitate program coordination and alignment with other workforce training, education, and employment services in the state, the Strong Workforce Program shall operate in a manner that complies with the California Strategic Workforce Development Plan, required pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128), and expand upon existing consortia infrastructure.

(d) To avoid duplication of effort, activities funded under the Strong Workforce Program shall be informed by, aligned with, and expand upon the activities of existing workforce and education regional partnerships, including those partnership activities that pertain to regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act [Public Law 113-128], adult education block grant consortia, and K-12 career technical education programs.

(e) All of the following guiding principles shall apply to each consortium participating in the Strong Workforce Program:

(1) A community college district participating in the consortium shall ensure that its community college career technical education and workforce development courses, credentials, certificates, degrees, programs, and pathway offerings are responsive to the needs of employers, workers, civic leaders, and students.

(2) The consortium shall collaborate with other public institutions, including, but not limited to, local educational agencies, adult education consortia, local workforce development boards, and interested California State University and University of California institutions.

EXHIBIT D

- 43 (3) The consortium shall collaborate with civic representatives, representatives from the labor
44 community, and economic development and industry sector leaders within the region.
- 45 (4) The consortium shall include collaborating entities and persons identified in this subdivision in
46 planning meetings, provide them with adequate notice of the consortium's proposed decisions, and
47 solicit, consider, and respond to comments from them regarding the consortium's proposed decisions.
- 48 (5) Collaborative efforts shall focus upon evidence-based decisionmaking and student success with
49 workforce outcomes aligned with the performance accountability measures of the federal Workforce
50 Innovation and Opportunity Act (Public Law 113-128), and closing labor market and employment gaps.
51 Each consortium shall strive to align programmatic offerings in the most effective and efficient manner to
52 avoid duplication of effort and streamline access to services, and education and training opportunities.
- 53 (6) Community college districts and other entities participating in a consortium are encouraged to
54 develop long-term partnerships with private sector employers and labor partners to provide coordinated
55 courses, programs, and pathways with employer involvement in the assessment, planning, and
56 development of community college career technical education courses, programs, and pathways. To the
57 extent practicable, employer partnerships should build upon regional partnerships formed pursuant to
58 the federal Workforce Innovation and Opportunity Act (Public Law 113-128) and other state or federal
59 programs.
- 60 (7) Community college districts and other entities participating in a consortium are encouraged to develop
61 and work closely with public and private organizations that offer workforce development programs and
62 pathways to young adults with autism and other developmental disabilities to provide a comprehensive
63 approach to address workforce readiness and employment.
- 64 (f) The chancellor's office shall, in consultation with the California Workforce Development Board, the Academic
65 Senate for California Community Colleges, and its partners formed pursuant to the federal Workforce Innovation
66 and Opportunity Act (Public Law 113-128), as applicable, develop and implement policies and guidance necessary
67 to implement the Strong Workforce Program, including policies and guidance necessary for consortia, including
68 community college districts and their regional partners, to increase the number of aligned middle skill and career
69 technical education courses, programs, pathways, credentials, certificates, and degrees. No later than June 30,
70 2017, the chancellor's office shall develop and implement policies and guidance pursuant to this subdivision and
71 bring before the Board of Governors of the California Community Colleges any policies, regulations, and guidance
72 necessary to accomplish all of the following:
- 73 (1) Facilitate the development, implementation, and sharing of career technical education effective
74 practices, curriculum models and courses, and community college credentials, certificates, degrees, and
75 programs across regions and among community college districts.
- 76 (2) Enable community college districts to develop career technical education and workforce outcomes,
77 and applicable associate degrees and certificates as appropriate.
- 78 (3) Provide accessible performance and labor market data that can be used flexibly by participating
79 community college districts and their regional partners to support the implementation of the Strong
80 Workforce Program and related efforts to align regional workforce and education programming with
81 regional labor market needs.
- 82 (4) Encourage local efficiency through coordinated and collaborative regional workforce efforts in which
83 community college districts are partners.
- 84 (5) Support curriculum processes to ensure that students are able to efficiently transfer college-level
85 career technical education credits across community college districts and to the California State University
86 and the University of California.

EXHIBIT D

- 87 (6) Improve sector-based engagement with employers within a region.
- 88 (7) Provide, in partnership with employers, work-based learning opportunities for students that increase
89 their employability and earning potential.
- 90 (8) Enable community college districts to facilitate and optimize their resources to support the Strong
91 Workforce Program and other related regional workforce development efforts.
- 92 (9) Ensure that community college district Strong Workforce Program expenditures are focused on
93 improving student success with workforce outcomes for all students enrolled in community college career
94 technical education courses, programs, and pathways.
- 95 (10) (A) Notwithstanding the June, 30, 2017, implementation date specified in this subdivision, develop
96 and implement a plan to streamline the course and curriculum approval process, both at the state and
97 local levels. The plan shall reflect an expedited state approval process for career technical education
98 courses, programs, and certificates, and may include the elimination of an existing state course and
99 program approval process. The plan shall reflect one of the following two options:
- 100 (i) A process of course and curriculum approval that enables community college districts
101 to develop a course or program within one academic year and to offer that course or
102 program the subsequent academic year.
- 103 (ii) A process of course and curriculum approval that enables community college districts
104 to develop a course or program within one academic semester and to offer that course
105 or program the subsequent academic semester.
- 106 (B) The plan described in subparagraph (A) shall also reflect the creation of a process that enables
107 career technical education courses and programs to be portable among community college districts.
108 This process shall enable a community college district to adapt, adopt, or adapt and adopt another
109 community college district's approved career technical education courses, programs, and curriculum
110 within one academic semester and to offer that course or program, or utilize that curriculum, the
111 subsequent academic semester.
- 112 (C) The chancellor's office shall consult with the Legislature and the Governor prior to implementing
113 the plan. The plan shall be developed no later than July 1, 2017, and implemented no later than
114 January 1, 2018.
- 115 (11) Eliminate barriers to hiring qualified instructors for career technical education courses, including
116 reevaluating the required minimum qualifications for career technical education instructors.
- 117 [g] After June 30, 2017, and only as necessary, the chancellor's office may develop and implement revised policies
118 and guidance and bring regulations before the Board of Governors of the California Community Colleges as
119 necessary for a community college district and its regional partners to accomplish both of the following:
- 120 (1) Implement and expand the amount of aligned middle skill and career technical education credentials,
121 certificates, degrees, courses, programs, and pathways in accordance with paragraphs (1) to (11),
122 inclusive, of subdivision [f].
- 123 (2) Implement the recommendations of the Strong Workforce Task Force.
- 124 (h) (1) For purposes of this section, the chancellor's office shall consider input provided by relevant stakeholders,
125 including the Academic Senate of the California Community Colleges and the California Workforce Development
126 Board, prior to implementing revised guidance, policies, or regulatory changes.

EXHIBIT D

(2) For purposes of this article and in compliance with the consultation requirements in Sections 70901 and 70902, the Academic Senate of the California Community Colleges shall establish a career technical education subcommittee to provide recommendations on career technical education issues. No less than 70 percent of the subcommittee shall consist of career technical education faculty. The subcommittee's charter shall require it to provide assistance to community college districts to ensure that career technical education and its instruction is responsive and aligned to current and emergent industry trends, and ensure that similar courses, programs, and degrees are portable among community college districts.

88822.

For purposes of this part, the following terms have the following meanings:

(a) "Career pathways" means an identified series of positions, work experiences, or educational benchmarks or credentials that offer occupational and financial advancement within a specified career field or related fields over time.

(b) "Career technical education credential" means a workforce certificate, degree, or industry-recognized credential.

(c) "Career Technical Education Regional Consortium," or "consortium," means an administrative grouping of community college districts by the Division of Workforce and Economic Development of the chancellor's office for the purpose of coordination and joint planning within regions, as defined in subdivision (i).

(d) "Chancellor's office" means the Office of the Chancellor of the California Community Colleges.

(e) "Industry" or "industry sectors" means trade associations or those firms that produce similar products or provide similar services using somewhat similar business processes.

(f) "Middle skill credential" means a certificate, associate's degree, or industry-recognized credential that is less than a bachelor's degree but more than a high school diploma and facilitates student success with workforce outcomes.

(g) "Plan" means the regional plan established under this part.

(h) "Program" means the Strong Workforce Program established under this part.

(i) "Region" means a geographic area of the state defined by economic and labor market factors containing at least one industry cluster and the cities, counties, or community college districts, or all of them, in the industry cluster's geographic area. To the extent possible, for the purposes of this part, collaborative regions should align with federal Workforce Innovation and Opportunity Act (Public Law 113-128) regional planning unit boundaries specified in the California Strategic Workforce and Development Plan and expand upon existing consortium infrastructure established by the chancellor's office.

(j) "Strong Workforce Task Force" means the Task Force on Workforce, Job Creation and a Strong Economy commissioned by the Board of Governors of the California Community Colleges.

88823.

(a) Commencing July 1, 2017, as a condition of receipt of funds from this program for a fiscal year, each consortium, in consultation with collaborating entities identified in paragraph (2) of subdivision (e) of Section 88821, shall submit a plan to the chancellor's office that has been updated for that fiscal year.

(b) The plan pursuant to subdivision (a) shall include all of the following requirements:

EXHIBIT D

- 167 (1) The names of the community college districts participating in the consortium, including the name of
168 the community college identified as the consortium's fiscal agent, and the names of entities collaborating
169 pursuant to paragraph (2) of subdivision (e) of Section 88821.
- 170 (2) The governance model for the consortium. Decisions governing, or relating to, the distribution of fiscal
171 resources shall be determined exclusively by the community college districts participating in the
172 consortium.
- 173 (3) An analysis of regional labor market needs informed by a federal Workforce Innovation and
174 Opportunity Act (Public Law 113-128) economic analysis and other sources as applicable. This analysis
175 shall also include wage data for each industry sector or labor market need identified.
- 176 (4) An inventory of regionally prioritized and locally prioritized projects and programs that close relevant
177 labor market and employment gaps.
- 178 (5) Measurable regional goals that align with the performance accountability measures of the federal
179 Workforce Innovation and Opportunity Act (Public Law 113-128).
- 180 (6) For regionally prioritized projects and programs, a work plan, spending plan, and budget. The work
181 plan, spending plan, and budget shall identify the amount of funding allocated for one-time and ongoing
182 expenditures.
- 183 (7) A description of the alignment of work plans, spending plans, and other education and workforce plans
184 guiding services in the region, including plans pertaining to the building of career pathways and the
185 employment of workforce sector strategies and those plans required pursuant to the federal Workforce
186 Innovation and Opportunity Act (Public Law 113-128).
- 187 (c) Each consortium shall submit a plan by January 31 once every four years and shall annually update the plan by
188 January 31 of each year until the next new plan is submitted.
- 189 (d) The chancellor's office shall review the plans on a four-year cycle and ensure that annual updates are made by
190 each consortium. The chancellor's office shall determine if each consortium has made significant progress in
191 meeting the goals and measures outlined in its plan, and provide technical assistance to a consortium that has not
192 met its goals. The chancellor's office is encouraged to provide technical assistance pursuant to this subdivision
193 through the Institutional Effectiveness Partnership Initiative.
- 194 (e) To avoid duplication of effort, plans developed pursuant to this section shall be informed by, aligned with, and
195 expand upon regional plans and planning efforts established pursuant to the federal Workforce Innovation and
196 Opportunity Act (Public Law 113-128).
- 197 (f) Community college districts participating in a consortium shall utilize their region's plan to inform local campus
198 planning efforts to implement career technical education courses, programs, and pathways and integrate available
199 local, regional, state, and nonpublic resources to ensure that students will achieve successful workforce outcomes.
- 200 (g) Community college districts shall meet with the members of their consortium not less than annually to inform
201 on the delivery of career technical education and workforce development courses, programs, and pathways within
202 the region.
- 203 (h) Each region's plan shall be for the primary purpose of informing the development of strategies related to career
204 technical education and workforce development courses, programs, and pathways. Each region's plan shall reflect
205 strategies to efficiently and effectively utilize any available public and private resources, including funds for the
206 Career Technical Education Pathways Program established in Part 52 (commencing with Section 88530), in a
207 manner that better aligns career technical education courses, programs, and pathways with the needs of their
208 regional economies.

EXHIBIT D

209 (i) It is the intent of the Legislature to align community college career technical education programs within the
210 Strong Workforce Program. Staff from the chancellor's office, the Legislative Analyst's Office, and the Department
211 of Finance are requested to investigate the potential consolidation of community college career technical
212 education programs within the Strong Workforce Program.

213 88824.

214

215 (a) This section only applies for the 2016–17 fiscal year.

216 (b) To promote the success of community college students and the career technical education programs that serve
217 them, up to 5 percent of the funds appropriated for the program in the annual Budget Act may be allocated by the
218 Board of Governors of the California Community Colleges to a community college district for statewide activities to
219 improve and administer the program, including the facilitation of system, program, and data alignment at the state
220 and regional levels. The chancellor's office shall consult with the California Workforce Development Board and
221 other appropriate state agencies on the development of all statewide activities that would be implemented by the
222 selected district to facilitate broader workforce and education system alignment. Statewide coordination activities
223 funded out of this allocation may include, but are not limited to, the following activities:

224 (1) State-level coordination for the development of labor market analyses pertaining to economic and
225 industry trends and jobs projections for the purpose of supporting common regional planning efforts and
226 the alignment of career technical education program offerings with regional labor market dynamics.

227 (2) Research, evaluation, and technical assistance on the use of effective local and regional policies, best
228 practices, and model partnerships.

229 (3) Development and prototyping of innovative policies, practices, and coordinated services with local
230 workforce and education partners.

231 (4) Participation of community college districts in existing regional coalitions and planning efforts.

232 (5) Cross-training local program staff.

233 (6) Development and maintenance of a state-level cross-system data reporting mechanism with partners
234 formed pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128) for the
235 purpose of monitoring workforce program outcomes and performance accountability.

236 (7) Leveraging allocated funds with state and local partners through interagency agreements,
237 memorandums of understanding, or other appropriate mechanisms.

238 (c) (1) The chancellor's office shall provide to the Department of Finance and the Legislative Analyst's Office its
239 recommendations for the allocation of funds available for each consortium no later than August 30, 2016. The
240 department shall approve the allocation plan before the release of funding. Each consortium, in consultation with
241 local colleges, community college districts, and the chancellor's office, shall select a community college to be a
242 fiscal agent that shall directly receive funds apportioned for the consortium in accordance with this section. The
243 chancellor's office shall determine, for purposes of allocating funds for the consortium and its community college
244 districts, the local unemployment rate, the region's proportion of career technical education full-time equivalent
245 students, and proportion of projected job openings. Each of these three factors shall comprise one-third of the
246 allocation formula. Funds may be used for regionally prioritized projects and programs and locally prioritized
247 projects and programs that meet regional needs for career technical education and workforce development
248 courses, programs, pathways, credentials, certificates, and degrees.

249 (2) Forty percent of the funds apportioned for the program shall be provided directly to the fiscal agent of the
250 consortium for the purpose of funding regionally prioritized projects and programs that meet the needs of
251 local and regional economies, as identified in regional plans and Workforce Innovation and Opportunity Act
252 (Public Law 113-128) regional plans.

EXHIBIT D

(3) Sixty percent of the funds apportioned for the program shall be provided directly to community college districts in the consortium. Funds apportioned directly to a community college district shall be expended for the purpose of funding regionally prioritized projects and programs within the community college district that meet the needs of local and regional economies, as identified in regional plans and Workforce Innovation and Opportunity Act (Public Law 113-128) regional plans. As a condition of receiving direct funding, each community college district shall actively participate in its consortium.

(d) As a condition of receipt of funds pursuant to subdivision (c), a community college district shall comply with all of the following requirements:

(1) Be a member of a consortium.

(2) Participate in regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128) and other efforts to align workforce, employment, and education services.

(3) Work with other members of the consortium to create and submit a plan to the chancellor by January 31, 2017, for inclusion in the submissions of regional plans for purposes of the program and the federal Workforce Innovation and Opportunity Act (Public Law 113-128).

(4) Provide accessible performance and labor-market data that can be used by community college districts and their regional partners to support the implementation of the program and describe related efforts to align regional workforce and education programming with regional labor market needs, including, but not limited to, regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128).

(5) Certify that the use of funds will meet the intent of the program to accomplish all of the following:

(A) Increase the number of students in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes.

(B) Increase the number of quality career technical education courses, programs, and pathways that lead to successful workforce outcomes, or invest in new or emerging career technical education courses, programs, and pathways that may become operative in subsequent years and are likely to lead to successful workforce outcomes.

(C) Address recommendations from the Strong Workforce Task Force, including the recommended provision of student services related to career exploration, job readiness and job placement, and work-based learning.

(e) Funds appropriated to community college districts for the program shall supplement, not supplant, existing funding of community college career technical education programs. This subdivision shall not be interpreted to mean that a participating community college district is prohibited from eliminating or altering existing programs, but the percentage of that community college district's total full-time equivalent students enrolled in career technical education courses relative to the total full-time equivalent students enrolled in the district shall not be reduced from the percentage computed for the 2015-16 fiscal year.

(f) A consortium shall allocate funds only to community college districts.

88825.

(a) This section applies commencing with the 2017-18 fiscal year.

(b) To promote the success of community college students and the career technical education programs that serve them, up to 5 percent of the funds appropriated for the program may be allocated by the Board of Governors of

EXHIBIT D

295 the California Community Colleges to a community college district for statewide activities to improve and
296 administer the program, including the facilitation of system, program, and data alignment at the state and regional
297 levels and the implementation of the 25 recommendations presented to the board of governors on January 19 and
298 20, 2016, by the Strong Workforce Task Force. The chancellor's office shall consult with the California Workforce
299 Development Board and other appropriate state agencies on the development of all statewide activities that
300 would be implemented by the selected district to facilitate broader workforce and education system alignment.
301 Statewide coordination activities funded out of this allocation may include, but are not limited to, the following
302 activities:

303 (1) State-level coordination for the development of labor market analyses pertaining to economic and
304 industry trends and jobs projections for the purpose of supporting common regional planning efforts and
305 the alignment of career technical education program offerings with regional labor market dynamics.

306 (2) Research, evaluation, and technical assistance on the use of effective local and regional policies, best
307 practices, and model partnerships.

308 (3) Development and prototyping of innovative policies, practices, and coordinated services with local
309 workforce and education partners.

310 (4) Participation of community college districts in existing regional coalitions and planning efforts.

311 (5) Cross-training local program staff.

312 (6) Development and maintenance of a state-level cross-system data reporting mechanism with partners
313 formed pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128) for the
314 purpose of monitoring workforce program outcomes and performance accountability.

315 (7) Leveraging allocated funds with state and local partners through interagency agreements,
316 memorandums of understanding, or other appropriate mechanisms.

317 (c) (1) Forty percent of the funds apportioned for the program shall be apportioned directly to the fiscal agent of
318 the consortium for the purpose of funding regionally prioritized projects and programs that meet the needs of
319 local and regional economies, as identified in regional plans and Workforce Innovation and Opportunity Act (Public
320 Law 113-128) regional plans.

321 (2) Sixty percent of the funds apportioned for the program shall be apportioned directly to community college
322 districts in the consortium. Funds apportioned directly to a community college district shall be expended for
323 the purpose of funding regionally prioritized projects and programs within the community college district that
324 meet the needs of local and regional economies, as identified in regional plans and Workforce Innovation and
325 Opportunity Act (Public Law 113-128) regional plans. As a condition of receiving direct funding, each
326 community college district shall actively participate in its consortium.

327 (d) The allocation of funds to a consortium shall be based on a schedule determined by the chancellor's office and
328 is effective for the four years of each plan cycle. Within the four-year plan cycle, this schedule may be altered to
329 reflect changes in the statewide allocation for the program as appropriated in the annual Budget Act.

330 (e) The chancellor's office shall provide to the Department of Finance and the Legislative Analyst's Office its
331 recommendations for the allocation of funds available for each consortium no later than August 30 of each year.
332 The department shall approve the allocation plan before the release of funding.

333 (f) (1) For each four-year plan cycle, the chancellor's office shall determine the amount of funds to be allocated to
334 each consortium based on the following weighted factors in each region:

335 (A) The unemployment rate. This factor shall comprise 33 percent of the allocation formula.

EXHIBIT D

- 336 (B) The proportion of career technical education full-time equivalent students. This factor shall
337 comprise 33 percent of the allocation formula.
- 338 (C) The proportion of projected job openings. This factor shall comprise 17 percent of the
339 allocation formula.
- 340 (D) The proportion of successful workforce outcomes as evidenced by the performance
341 accountability measures of the federal Workforce Innovation and Opportunity Act (Public Law
342 113-128). This factor shall comprise 17 percent of the allocation formula.
- 343 (2) For each four-year plan cycle, the chancellor's office shall determine the amount of funds to be allocated
344 directly to each community college district within a consortium based on the weighted factors, specified in
345 subparagraphs (A) to (D), inclusive, of paragraph (1), in each district within the region.
- 346 (g) A consortium shall allocate funds in accordance with its plan and only to community college districts. Decisions
347 governing, or relating to, the distribution of the consortium's fiscal resources shall be determined exclusively by
348 the community college districts participating in the consortium.
- 349 (h) As a condition of receipt of funds under this section, a participating community college district shall comply
350 with all of the following:
- 351 (1) Be a member of a consortium.
- 352 (2) Participate in regional planning efforts formed pursuant to the federal Workforce Innovation and
353 Opportunity Act (Public Law 113-128) and other efforts that align workforce, employment, and education
354 services.
- 355 (3) Work with other consortium members to create and submit a plan to the chancellor's office by January
356 31 of every fourth year of a four-year plan cycle.
- 357 (4) Provide accessible performance and labor market data that can be used by community college districts
358 and their regional partners to support the implementation of the program and any related efforts to align
359 regional workforce and education programming with regional labor market needs, including, but not
360 limited to, regional planning efforts established pursuant to the federal Workforce Innovation and
361 Opportunity Act (Public Law 113-128).
- 362 (5) Include interested public universities in regional planning.
- 363 (6) Certify that the use of funds will meet the intent of the program to accomplish all of the following:
- 364 (A) Increase the number of students in quality career technical education courses, programs, and
365 pathways that will achieve successful workforce outcomes.
- 366 (B) Increase the number of quality career technical education courses, programs, and pathways
367 that lead to successful workforce outcomes, or invest in new or emerging career technical
368 education courses, programs, and pathways that may become operative in subsequent years and
369 are likely to lead to successful workforce outcomes.
- 370 (C) Address recommendations from the Strong Workforce Task Force, including the
371 recommended provision of student services related to career exploration, job readiness and job
372 placement, and work-based learning.
- 373 (i) Funds appropriated to community college districts for the program shall supplement, not supplant, existing
374 funding of community college career technical education programs. This subdivision shall not be interpreted to
375 mean that a participating community college district is prohibited from eliminating or altering existing programs,

EXHIBIT D

376 but the percentage of that community college district's total full-time equivalent students enrolled in career
377 technical education courses relative to the total full-time equivalent students enrolled in the district shall not be
378 reduced from the percentage computed for the 2015–16 fiscal year.

379 (j) Programs, courses, or instructional materials developed using funding from the program may be made available
380 to all community college districts, as appropriate, through the online clearinghouse of information created as part
381 of the Institutional Effectiveness Partnership Initiative.

382 88826.

383

384 (a) The chancellor's office shall implement performance accountability outcome measures for the program that
385 provide the Governor, the Legislature, and the general public with information that quantifies employer and
386 student outcomes for those participating in the program. These performance accountability measures shall, to the
387 extent possible, align with the performance accountability measures of the federal Workforce Innovation and
388 Opportunity Act (Public Law 113-128). Outcome measures shall include, to the extent possible, demographic data,
389 to allow policymakers and the general public to evaluate progress in closing equity gaps in program access and
390 completion, and earnings of underserved demographic groups.

391 (b) The chancellor's office shall post on its Internet Web site, for ease of access, all regional plans and their
392 subsequent progress plans, and solicit feedback from each consortium on recommendations they have for overall
393 program improvement.

394 (c) (1) Commencing in 2018, the chancellor's office shall submit a report on the program to the Governor and the
395 Legislature on or before the January 1 immediately subsequent to the fiscal year which the report addresses. This
396 report shall include, but is not limited to, all of the following:

397 (A) Data summarizing outcome accountability performance measures collected by the chancellor's office
398 pursuant to subdivision (a).

399 (B) A summary of recommendations for program improvement collected by the chancellor's office
400 pursuant to subdivision (b).

401 (C) Recommendations for future allocations to consortiums based upon program outcomes, including, at
402 a minimum, the number of certificates granted to, and wage increases of, students who have completed a
403 career technical education program.

404 (2) A report to be submitted pursuant to paragraph (1) shall be submitted in compliance with Section 9795 of
405 the Government Code.

EXHIBIT A
Participation Agreement - Summary Sheet
Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes **Saddleback College's** Scope of Work for the **2017-2018** allocation of Strong Workforce Regional Funds under the Master Agreement **DO-17-2185-13**, and is subject to the terms and conditions as outlined in the Master Agreement.

Master Agreement Number	DO-17-2185-13
Participation Agreement Number	DO-18-2225-29.02
ACTION	Modification (April 2019)
Fiscal Year Allocation	2017-2018
Term	07/01/2017 - 12/31/19
Name of College	Saddleback College
District	South Orange County CCD
Participation Agreement Point of Contact	
Name	Anthony Teng
Title	Dean, Advanced Technology and Applied Science
Address	28000 Marguerite Parkway
City, State Zip	Mission Viejo, CA 92692
Phone, Email	(949) 582-4895, ateng@saddleback.edu
SWP-Regional Share FY 17/18 - REGIONAL PROJECTS	
1. Project Name	Careers in Education Pathway
a. Is the college a Lead for this Project?	No (lead is Santiago Canyon College)
b. Amount of funds for this project	\$50,000
c. Brief description of work to be performed	Develop Careers in Education Pathways
2. Project Name	Marketing & Branding
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this project	\$1,349,968
c. Brief description of work to be performed	<i>Modification: allocation of \$61,968 for local CTE marketing.</i> Lead the regional project to develop and invest in the following: 1) A sustainable marketing and branding strategy including development of marketing materials and outreach resources. 2) Development of social media and web-based resources to support marketing and outreach. 3) Development of outreach methods that can be used regionally and locally to promote current and future career education programs. 4) Establish a story map platform that will provide career education information and drive interested parents and students to sector/college points of contact to increase student enrollment. 5) Provide a web-based resource to provide CTE information to the community. 6) Support K-14 counselor collaboration by maintaining a CTE Counselor Network.
3. Project Name	Vertical Sector Lead: Allied Health
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this project	\$156,193

EXHIBIT A
Participation Agreement - Summary Sheet

Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes **Saddleback College's** Scope of Work for the **2017-2018** allocation of Strong Workforce Regional Funds under the Master Agreement **DO-17-2185-13**, and is subject to the terms and conditions as outlined in the Master Agreement.

c. Brief description of work to be performed	<p>Original Amount: \$300,000. Modification: Saddleback College reducing budget by \$149,000 to allocate \$27,000 to Cypress College, \$47,000 to Goldenwest College and \$75,000 to Santa Ana College.</p> <p>Lead a project to compile data to identify critical training needs; coordinate alignment efforts among 5 colleges; support health training program improvements; collaborate to develop pathways for high school students; increase readiness and decrease time for completion; develop articulation agreements to reduce credit duplication after transfer; and build pathways for incumbent workers.</p>
Total Allocation	\$1,556,161

NOTE on Scope of Work: The Project Applications included with this Participation Agreement represent the Scope of Work to be performed. As each Project may be a combined effort of multiple colleges and partners, it is understood that the college in this Participation Agreement has responsibility to implement some component of this work, as represented in the Project Application and as appropriate to meeting the goals and intent of the project.

NOTE on Project Leadership: Colleges that serve as the Project Lead are responsible for keeping informed about the progress of all colleges and partners in the Project, convening Project partners, facilitating modifications to project plans and budgets according to the terms of the Master Agreement, and providing project update reports as requested by the Regional Consortia, Fiscal Agent, or the California Community Colleges Chancellor's Office.

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

Name of President or Designee:

Signature: _____ Date: _____

Name of Fiscal Officer or Designee:

Signature: _____ Date: _____

Regional Consortium

LA/OC RC Director: Gustavo Chamorro

Signature: _____ Date: _____

RSCCD - Fiscal Agent

Name of Fiscal Agent Representative: Esther Landin

Signature: _____ Date: _____

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: [SOCCCD: Saddleback College, Vocational Cosmetology and Cosmetician Education Services Agreements with Santa Ana Beauty Academy, Inc., New America Beauty Education Corp., DBA Hair California Beauty Academy, Saddleback Beauty Academy, Inc., and Advance Beauty College, Inc.]

ACTION: Approval

BACKGROUND

California Education Code and Title 5 of the Code of Regulations provide that the Board of Trustees may contract with a private post-secondary school to deliver vocational education instruction. For the past thirty-five years, the District has contracted with local beauty colleges to provide instruction in the Saddleback College Cosmetology and Cosmetician (Esthetician) programs. The current contracts will expire on June 30, 2019.

STATUS

On February 7, 2019, Request for Qualifications and Proposals 2079 for Cosmetology and Cosmetician Instruction Services (RFQ&P) was issued by placing advertisements in the OC Register on February 7 and 14, 2019. The RFQ&P document was made available on the District's website and the District further identified and reached out to nineteen (19) beauty colleges and distributed the RFQ&P to them. On March 1, 2019, four (4) proposals deemed responsive in conformance to RFQ&P specifications were received (EXHIBIT H).

Based on a combination of qualifications and expertise, demonstrated knowledge and experience with higher education, client references and fees, the committee recommends award of contracts to four (4) beauty colleges. The term of the contracts is set for five (5) years starting with fixed hourly rates for the first two (2) years of the contract. Pricing for years three (3), four (4) and five (5) will be subject to performance-based incentives calculated per the criteria set forth in each contract and shall not exceed a total incentive value of \$0.48 per hour over the base rate as identified in the table on the next page.

Beauty College & Services	Fixed Hourly Base Rate (through entirety of five year term July 1, 2019 through June 30, 2024)	Not to Exceed Hourly Rate including Performance Incentive of \$0.48 for years three, four and five
Santa Ana Beauty Academy, Inc. (EXHIBIT A - Cosmetology)	\$4.35	\$4.83
Santa Ana Beauty Academy, Inc. (EXHIBIT B - Cosmetician)	\$4.35	\$4.83
New America Beauty Education Corp., DBA Hair California Beauty Academy (EXHIBIT C - Cosmetology)	\$4.50	\$4.98
New America Beauty Education Corp., DBA Hair California Beauty Academy (EXHIBIT D - Cosmetician)	\$4.50	\$4.98
Saddleback Beauty Academy, Inc. (EXHIBIT E - Cosmetology)	\$4.50	\$4.98
Saddleback Beauty Academy, Inc. (EXHIBIT F - Cosmetician)	\$4.50	\$4.98
Advance Beauty College, Inc. (EXHIBIT G - Cosmetology) *Will only provide cosmetology instruction services	\$5.00	\$5.48

The rates identified above are the hourly billable rates per student instructional hour. Funds are available in the college's general fund budget to address an annual total cost for all beauty college contracts estimated at \$1,500,000 per year.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Vocational Cosmetology and Cosmetician Education Services Agreements with Santa Ana Beauty Academy, Inc., New America Beauty Education Corp., DBA Hair California Beauty Academy, Saddleback Beauty Academy, Inc., and Advance Beauty College, Inc. from July 1, 2019 through June 30, 2024 for an estimated spend of \$1,500,000 per year, subject to increase with program growth.

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

AGREEMENT - VOCATIONAL COSMETOLOGY EDUCATION SERVICES, SADDLEBACK COLLEGE, SANTA ANA BEAUTY ACADEMY, INC.

This AGREEMENT is made effective as of July 1, 2019 (the "Effective Date"), by and between the South Orange County Community College District, hereinafter called the "DISTRICT", and Santa Ana Beauty Academy, Inc., 23635 El Toro Road #J-2 & K, Lake Forest, CA 92630, hereinafter called "CONTRACTOR", for Saddleback College (the "College") campus having its principal place of business at 28000 Marguerite Parkway, Mission Viejo, CA 92692.

WHEREAS, the DISTRICT intends to provide, for the benefit of selected, eligible students of the DISTRICT, a vocation education program under the State Plan for Vocational Education and the Federal Carl Perkins Vocational and Applied Technology Educational Act, through this AGREEMENT with the CONTRACTOR, in order to prepare such students for the vocation of COSMETOLOGY, it being understood that such program shall be so designed and conducted that it may lead to a California State License in COSMETOLOGY for such students; and,

WHEREAS, the CONTRACTOR operates as a private, post-secondary, vocational school offering instruction and training in COSMETOLOGY;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- 1.1 **Standard of Care.** CONTRACTOR shall provide the Services herein using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances.
- 1.2 **Article 5 Compliance.** The CONTRACTOR shall comply with all provisions of Article 5 (commencing at Section 8090) of Division 1, Part 6, Education Code, State of California, applicable to said CONTRACTOR'S school to which the DISTRICT'S students are to be assigned, including, but not limited to, the holding by CONTRACTOR of this valid certificate of course approval and a license as a private, post-secondary vocational school for instruction and training in COSMETOLOGY; it being agreed that:
 - a. The CONTRACTOR shall submit to the DISTRICT evidence of compliance with this certificate and license requirement prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school; and
 - b. The CONTRACTOR shall continue to operate such a school during the term of this Contract.
- 1.3 **Accreditation.** The CONTRACTOR'S school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations. The CONTRACTOR must attain accreditation with an accrediting agency recognized by the United States Office of Education no later than June 30, 2020.

- 1.4 **State and Federal Compliance.** The CONTRACTOR shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statutes including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for instruction and training in COSMETOLOGY.
- 1.5 **Maintain School.** The CONTRACTOR shall provide, operate and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
- 1.6 **Higher Education Act of 1965.** The CONTRACTOR shall comply with applicable provisions of the Higher Education Act of 1965, as amended.
- a. Prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance.
 - b. The CONTRACTOR is responsible for notifying the DISTRICT when it loses Title IV eligibility. If the CONTRACTOR fails to notify the DISTRICT that it lost Title IV eligibility, the CONTRACTOR is liable for disbursements made to students.
- 1.7 **Title VI Compliance.** The CONTRACTOR shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance. "CONTRACTOR agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person." In addition, CONTRACTOR shall comply with Title IX of the Higher Education Act of 1972, Presidential Executive Order 11246 and subsequent amendments, and all applicable State and Federal Health and Safety regulations.
- 1.8 **Vocational Education Plan.** The DISTRICT and the CONTRACTOR shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which COSMETOLOGY is a part.
- 1.9 **Records.** The CONTRACTOR shall maintain accurate records of attendance, grade reports, and progress for each student, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT;
- a. It being understood that such submittals may be upon a regular schedule and/or upon special requests; and
 - b. It being further understood that there shall be no release of information from such records to any party other than such representative(s).
 - c. CONTRACTOR shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the DISTRICT.
- 1.10 **Inspections.** The CONTRACTOR shall permit inspections by authorized representatives of the DISTRICT, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the CONTRACTOR'S school; it being understood

that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, if required, audit school records; interview students and others; and/or evaluate physical plant, instructional aids equipment, and classes in session.

ARTICLE 2 SCOPE OF CONTRACTOR'S SERVICES

CONTRACTOR shall provide and deliver all aspects of services related to the Cosmetology Instruction Services specified in the District's Request for Qualification & Proposal ("RFQ&P") No. 2079 referenced herein and made a part hereof, as Attachment A and the proposal ("Proposal") submitted by CONTRACTOR to District, dated March 01, 2019, referenced herein and made a part hereof, as Attachment B (Collectively, the "Services") to District. However, the Parties understand and agree that the services specified in the RFQ&P and/or Proposal are intended to cooperate and be complementary and shall be interpreted per the provisions in Article 10.15 of this AGREEMENT.

ARTICLE 3 ADDITIONAL CONTRACTOR SERVICES

This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the Parties hereto.

ARTICLE 4 TERM

- 4.1 **Term.** The term of this AGREEMENT shall be for a five (5) year period beginning on July 1, 2019 and ending on June 30, 2024 unless sooner terminated as provided herein.
- 4.2 **Renewal.** Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a "Requests for Qualifications and Proposals". After five years, there is no possibility for automatic renewal. The DISTRICT will send out the "Requests for Qualifications and Proposals" to interested parties at least thirty days prior to the expiration of the Term.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1 **Hold Harmless and Indemnification.** To the fullest extent permitted by law and as a material part of this agreement, CONTRACTOR shall hold harmless and indemnify South Orange County Community College District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against any and all claims, liabilities, losses, costs, damages, expenses and obligations, including reasonable attorney fees, arising from the acts and errors or omissions of CONTRACTOR or of persons acting on behalf of CONTRACTOR, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, CONTRACTOR shall hold harmless and indemnify South Orange County Community College District from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines and penalties, and extra-contractual liability. In no event shall the

District be liable for any loss of CONTRACTOR's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages.

The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties. Neither termination of this agreement nor completion of the acts to be performed under this Agreement shall release CONTRACTOR from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

- 5.2 **Contractor Insurance.** CONTRACTOR shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California, A.M. Best rated at least A: VII, and acceptable to DISTRICT, which will protect CONTRACTOR and DISTRICT from claims which may arise out of, or result from, CONTRACTOR'S actions or inactions relating to this AGREEMENT, whether such actions or inactions be by themselves or by any sub-CONTRACTOR, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include per services coverage for:
- a. Workers' Compensation and Employer's Liability insurance in accordance with the laws of the State of California. Coverage limits under the Workers' Compensation Insurance shall be in accordance with legal requirements; coverage limits under the Employers Liability insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000).
 - b. Commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate including coverage for the following:
 - i. Blanket Contractual
 - ii. Broad Form Property Damage
 - iii. Products & Completed Operations
 - iv. Personal Injury
 - c. Automobile Liability insurance with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence for "Any Auto".
 - d. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the Term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONTRACTOR retains a Sub-CONTRACTOR to complete any portion of CONTRACTOR'S duties, CONTRACTOR shall require any such Sub-CONTRACTOR to purchase and maintain insurance coverage as provided in this Section.

Failure of the CONTRACTOR to maintain policies of insurance in the minimum coverage limits set forth herein is a material breach of this AGREEMENT and grounds for immediate termination.

The CONTRACTOR and its Subcontractors shall, at all times during the Work, maintain the policies of insurance in the minimum coverage amounts set forth in the Agreement. The CONTRACTOR'S Commercial General Liability insurance and Automobile Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled, or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the CONTRACTOR shall deliver Certificates of Insurance for the CONTRACTOR and its Subcontractors evidencing the required insurance coverages, in the minimum coverage limits required by the Agreement and the District as the Certificate Holder, along with all required endorsements. Policies of insurance required of the CONTRACTOR and Subcontractors is primary; policies of insurance maintained by the District are excess and non-contributory to that of the CONTRACTOR'S/Subcontractor's policies of insurance.

All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the services governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other services of the CONTRACTOR.

ARTICLE 6 COMPENSATION AND TUITION

6.1 **Compensation.** For the initial two (2) year term of the AGREEMENT, the DISTRICT shall pay to the CONTRACTOR a fixed rate of \$4.35 for each hour of approved attendance by authorized students of the DISTRICT covered by this AGREEMENT. In addition to the base rate of \$4.35 for each hour of approved attendance by authorized students of the DISTRICT, for years three, four and five of the AGREEMENT, the DISTRICT will pay to the CONTRACTOR a not to exceed amount of \$0.48 per hour for performance-based incentives calculated per the criteria set forth below:

HOURLY RATE INCREASE IN ADDITION TO BASE RATE OF \$4.35	REQUIREMENT TO ATTAIN HOURLY RATE INCREASE INCENTIVE
\$.03	Years Associated with the DISTRICT (≥ 3 Years)
\$.02	Years Associated with the DISTRICT (≥ 5 Years)
\$.03	Years Associated with the DISTRICT (≥ 10 Years)
\$.15	Saddleback College Associates Degree Attainment (≥ 30 Students Annually)
\$.10	Saddleback College Certificate of Achievement Attainment (≥ 75 Students Annually)
\$.02	Promise Grant Students (≥ 60 Annually)
\$.03	Pell Grant Students (≥ 50 Annually)
\$.10	Student/Teacher Ratio (≤ 25:1)

- a. DISTRICT payments shall be made monthly, and shall be based upon a certification of the hours of such attendance during the previous calendar month at the CONTRACTOR'S place of instruction and training; it being agreed that each certification shall be on forms supplied by the DISTRICT, and shall be based upon daily records maintained by the CONTRACTOR, and subject to review and/or audit by an authorized representative of the DISTRICT.
 - b. The CONTRACTOR shall not be reimbursed for more than a total of sixteen hundred (1,600) hours of instruction and training for any one student.
 - c. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the DISTRICT shall be responsible to the CONTRACTOR for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.
 - d. In the event that the DISTRICT determines that the total direct and indirect cost to provide the same sixteen hundred (1,600) hour program of instruction and training, or a recognized portion thereof, the tuition the CONTRACTOR charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the CONTRACTOR agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.
 - e. The CONTRACTOR asserts that eighty percent (80%) of the hourly rates represent direct instructional costs.
- 6.2 **Tuition.** Except as noted in this Contract, the CONTRACTOR shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.

ARTICLE 7 TERMINATION

- 7.1 It is agreed that either Party to this AGREEMENT may terminate the AGREEMENT at the end of any enrollment term by giving sixty (60) calendar days prior written notice to the other Party; it is also agreed that at the time of termination of this AGREEMENT neither party shall have any obligation to the other Party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination. If the AGREEMENT is terminated, the CONTRACTOR must continue provision of training services for currently enrolled students up to the completion of their statutory required hours.

ARTICLE 8 DISPUTES, MEDIATION AND ARBITRATION

- 8.1 **Work to Continue.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this AGREEMENT, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue to diligently perform and provide services hereunder until completion or termination of the AGREEMENT. The DISTRICT and CONTRACTOR agree that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

- 8.2 **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.
- 8.3 **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
 - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
 - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
 - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
 - e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
 - f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 9 DISTRICT'S RESPONSIBILITIES

- 9.1 **District Provided Information.** The DISTRICT shall provide to the CONTRACTOR information regarding requirements for the Services.
- 9.2 **District Representative.** Saddleback College shall appoint a representative authorized to act on the DISTRICT'S behalf. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to requests submitted by the CONTRACTOR. Unless modified by written notice by the DISTRICT to the CONTRACTOR, the DISTRICT Representative is:

Anthony Teng, Dean, Division of Advanced Technology and Applied Sciences

- 9.3 **Notification.** The DISTRICT shall give prompt written notice to the CONTRACTOR if the DISTRICT becomes aware of any fault or defect in the services. However, the DISTRICT'S failure or omission to do so shall not relieve the CONTRACTOR of his/her responsibilities hereunder.
- 9.4 **Administrative Functions.** The DISTRICT shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion;
- a. it being understood that during such times as any DISTRICT student is in attendance in the CONTRACTOR'S school, such student will be subject to the CONTRACTOR'S rules and regulations relating to conduct, health, and safety; and operating procedures;
 - b. it being understood that disciplinary action leading to suspension or dismissal of a DISTRICT student shall be taken only by the DISTRICT after consultation with the CONTRACTOR.
 - c. The DISTRICT and the CONTRACTOR will ensure that ancillary and support services are provided for the students (e.g., counseling and guidance, placement assistance). These services will be provided by the DISTRICT and CONTRACTOR will ensure that students are aware of their availability.
- 9.5 **Financially Committed.** In the event that monies for the program are unavailable or exhausted, the CONTRACTOR'S school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the DISTRICT or the student.

ARTICLE 10 LOCATION EXCLUSIVITY

CONTRACTOR shall provide exclusive instructional services to Saddleback College students at the agreed upon location at 23635 El Toro Road #j-2 & K, Lake Forest, CA 92630 and hereby agrees to not provide service to any other instructional institutions during the contract period for the aforementioned location. The District shall approve any move of location for exclusive instructional services to an area outside of the agreed upon service area as stipulated by the DISTRICT, or moves to a facility that does not meet the accommodation requirements listed within the RFQ&P. A violation of any provision in this Article shall constitute breach of this AGREEMENT and may be cause for termination. Students initially enrolled through Saddleback College or transferred from other instructional providers shall be subject to college enrollment guidelines. DISTRICT agrees that the CONTRACTOR may service their own students under a Private Pay arrangement.

ARTICLE 11 MISCELLANEOUS

- 11.1 **Affirmative Action.** CONTRACTOR agrees that CONTRACTOR will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2 **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the

satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR and CONTRACTOR'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services

- 11.3 **CONTRACTOR Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONTRACTOR, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONTRACTOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4 **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.5 **Employment with Public Agency.** No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.6 **Full Force of Remaining Contract.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 11.7 **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.8 **Independent Contractor.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR'S employees.
- 11.9 **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in

no way shall enlarge or diminish the rights or obligations of CONTRACTOR and DISTRICT hereunder.

- 11.10 **Non-Assignment.** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR. The sale or transfer of a majority membership interest in CONTRACTOR firm or the admission of new member to the CONTRACTOR firm which causes there to be a change in majority ownership and / or control of CONTRACTOR firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.
- 11.11 **Permits/Licenses.** CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12 **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13 **Communications** between the parties shall be sent to the following addresses:
- | | |
|----------------------------|--------------------------------|
| DISTRICT | CONTRACTOR |
| Priya Jerome | Tammy Nguyen |
| South Orange County | Santa Ana Beauty Academy, Inc. |
| Community College District | 23635 El Toro Road #J-2 & K |
| 28000 Marguerite Parkway | Lake Forest, CA 92630 |
| Mission Viejo, CA 92692 | |
| pjerome@socccd.edu | |
- 11.14 **Severability.** If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herein, but all remaining provisions will remain and continue in full force and effect.
- 11.15 **Entire AGREEMENT / Amendment.** The AGREEMENT documents consist of this AGREEMENT, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted in the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this AGREEMENT, (b) provisions set forth in any referenced attachments or exhibits to this AGREEMENT attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the AGREEMENT and any provisions set forth in any referenced attachments or exhibits to this AGREEMENT is intended to cooperate and be complementary; provided further,

however, that in the event of a conflict between the AGREEMENT and the provisions set forth in any referenced attachments or exhibits , the AGREEMENT shall control, unless the provisions set forth in any referenced attachments or exhibits to this AGREEMENT provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this AGREEMENT shall compliment the terms of this AGREEMENT.

- 11.16 **Binding AGREEMENT**. This Contract shall be valid and effective upon the approval of the Office of the Chancellor of the California Community Colleges. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

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

“DISTRICT”

South Orange County Community College District

“CONTRACTOR”

Santa Ana Beauty Academy, Inc.

By: _____

Ann-Marie Gabel
Vice Chancellor, Business Services

By: _____

Tammy Nguyen
Owner

(Date)

(Date)

(Taxpayer number)

AGREEMENT - VOCATIONAL COSMETICIAN EDUCATION SERVICES, SADDLEBACK COLLEGE, SANTA ANA BEAUTY ACADEMY, INC.

This AGREEMENT is made effective as of July 1, 2019 (the "Effective Date"), by and between the South Orange County Community College District, hereinafter called the "DISTRICT", and Santa Ana Beauty Academy, Inc., 23635 El Toro Road #J-2 & K, Lake Forest, CA 92630, hereinafter called "CONTRACTOR", for Saddleback College (the "College") campus having its principal place of business at 28000 Marguerite Parkway, Mission Viejo, CA 92692.

WHEREAS, the DISTRICT intends to provide, for the benefit of selected, eligible students of the DISTRICT, a vocation education program under the State Plan for Vocational Education and the Federal Carl Perkins Vocational and Applied Technology Educational Act, through this AGREEMENT with the CONTRACTOR, in order to prepare such students for the vocation of COSMETICIAN, it being understood that such program shall be so designed and conducted that it may lead to a California State License in COSMETICIAN for such students; and,

WHEREAS, the CONTRACTOR operates as a private, post-secondary, vocational school offering instruction and training in COSMETICIAN;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- 1.1 **Standard of Care.** CONTRACTOR shall provide the Services herein using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances.
- 1.2 **Article 5 Compliance.** The CONTRACTOR shall comply with all provisions of Article 5 (commencing at Section 8090) of Division 1, Part 6, Education Code, State of California, applicable to said CONTRACTOR'S school to which the DISTRICT'S students are to be assigned, including, but not limited to, the holding by CONTRACTOR of this valid certificate of course approval and a license as a private, post-secondary vocational school for COSMETICIAN instruction and training; it being agreed that:
 - a. The CONTRACTOR shall submit to the DISTRICT evidence of compliance with this certificate and license requirement prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school; and
 - b. The CONTRACTOR shall continue to operate such a school during the term of this Contract.
- 1.3 **Accreditation.** The CONTRACTOR'S school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations. The CONTRACTOR must attain accreditation with an accrediting agency recognized by the United States Office of Education no later than June 30, 2020.

- 1.4 **State and Federal Compliance.** The CONTRACTOR shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statutes including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for COSMETICIAN instruction and training.
- 1.5 **Maintain School.** The CONTRACTOR shall provide operate and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
- 1.6 **Higher Education Act of 1965.** The CONTRACTOR shall comply with applicable provisions of the Higher Education Act of 1965, as amended.
- a. Prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance.
 - b. The CONTRACTOR is responsible for notifying the DISTRICT when it loses Title IV eligibility. If the CONTRACTOR fails to notify the DISTRICT that it lost Title IV eligibility, the CONTRACTOR is liable for disbursements made to students.
- 1.7 **Title VI Compliance.** The CONTRACTOR shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance. "CONTRACTOR agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person." In addition, CONTRACTOR shall comply with Title IX of the Higher Education Act of 1972, Presidential Executive Order 11246 and subsequent amendments, and all applicable State and Federal Health and Safety regulations.
- 1.8 **Vocational Education Plan.** The DISTRICT and the CONTRACTOR shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which COSMETICIAN is a part.
- 1.9 **Records.** The CONTRACTOR shall maintain accurate records of attendance, grade reports, and progress for each student, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT;
- a. It being understood that such submittals may be upon a regular schedule and/or upon special requests; and
 - b. It being further understood that there shall be no release of information from such records to any party other than such representative(s).
 - c. CONTRACTOR shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the DISTRICT.
- 1.10 **Inspections.** The CONTRACTOR shall permit inspections by authorized representatives of the DISTRICT, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the CONTRACTOR'S school; it being understood

that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, if required, audit school records; interview students and others; and/or evaluate physical plant, instructional aids equipment, and classes in session.

ARTICLE 2 SCOPE OF CONTRACTOR'S SERVICES

CONTRACTOR shall provide and deliver all aspects of services related to the Cosmetology Instruction Services specified in the District's Request for Qualification & Proposal ("RFQ&P") No. 2079 referenced herein and made a part hereof, as Attachment A and the proposal ("Proposal") submitted by CONTRACTOR to District, dated March 01, 2019, referenced herein and made a part hereof, as Attachment B (Collectively, the "Services") to District. However, the Parties understand and agree that the services specified in the RFQ&P and/or Proposal are intended to cooperate and be complementary and shall be interpreted per the provisions in Article 10.15 of this AGREEMENT.

ARTICLE 3 ADDITIONAL CONTRACTOR SERVICES

This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the Parties hereto.

ARTICLE 4 TERM

- 4.1 **Term.** The term of this AGREEMENT shall be for a five (5) year period beginning on July 1, 2019 and ending on June 30, 2024 unless sooner terminated as provided herein.
- 4.2 **Renewal.** Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a "Requests for Qualifications and Proposals". After five years, there is no possibility for automatic renewal. The DISTRICT will send out the "Requests for Qualifications and Proposals" to interested parties at least thirty days prior to the expiration of the Term.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1 **Hold Harmless and Indemnification.** To the fullest extent permitted by law and as a material part of this agreement, CONTRACTOR shall hold harmless and indemnify South Orange County Community College District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against any and all claims, liabilities, losses, costs, damages, expenses and obligations, including reasonable attorney fees, arising from the acts and errors or omissions of CONTRACTOR or of persons acting on behalf of CONTRACTOR, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, CONTRACTOR shall hold harmless and indemnify South Orange County Community College District from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines and penalties, and extra-contractual liability. In no event shall the

District be liable for any loss of CONTRACTOR's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages.

The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties. Neither termination of this agreement nor completion of the acts to be performed under this Agreement shall release CONTRACTOR from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

- 5.2 **Contractor Insurance.** CONTRACTOR shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California, A.M. Best rated at least A: VII, and acceptable to DISTRICT, which will protect CONTRACTOR and DISTRICT from claims which may arise out of, or result from, CONTRACTOR'S actions or inactions relating to this AGREEMENT, whether such actions or inactions be by themselves or by any sub-CONTRACTOR, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include per services coverage for:
- a. Workers' Compensation and Employer's Liability insurance in accordance with the laws of the State of California. Coverage limits under the Workers' Compensation Insurance shall be in accordance with legal requirements; coverage limits under the Employers Liability insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000).
 - b. Commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate including coverage for the following:
 - i. Blanket Contractual
 - ii. Broad Form Property Damage
 - iii. Products & Completed Operations
 - iv. Personal Injury
 - c. Automobile Liability insurance with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence for "Any Auto".
 - d. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the Term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONTRACTOR retains a Sub-CONTRACTOR to complete any portion of CONTRACTOR'S duties, CONTRACTOR shall require any such Sub-CONTRACTOR to purchase and maintain insurance coverage as provided in this Section.

Failure of the CONTRACTOR to maintain policies of insurance in the minimum coverage limits set forth herein is a material breach of this AGREEMENT and grounds for immediate termination.

The CONTRACTOR and its Subcontractors shall, at all times during the Work, maintain the policies of insurance in the minimum coverage amounts set forth in the Agreement. The CONTRACTOR'S Commercial General Liability insurance and Automobile Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled, or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the CONTRACTOR shall deliver Certificates of Insurance for the CONTRACTOR and its Subcontractors evidencing the required insurance coverages, in the minimum coverage limits required by the Agreement and the District as the Certificate Holder, along with all required endorsements. Policies of insurance required of the CONTRACTOR and Subcontractors is primary; policies of insurance maintained by the District are excess and non-contributory to that of the CONTRACTOR'S/Subcontractor's policies of insurance.

All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the services governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other services of the CONTRACTOR.

ARTICLE 6 COMPENSATION AND TUITION

6.1 **Compensation.** For the initial two (2) year term of the AGREEMENT, the DISTRICT shall pay to the CONTRACTOR a fixed rate of \$4.35 for each hour of approved attendance by authorized students of the DISTRICT covered by this AGREEMENT. In addition to the base rate of \$4.35 for each hour of approved attendance by authorized students of the DISTRICT, for years three, four and five of the AGREEMENT, the DISTRICT will pay to the CONTRACTOR a not to exceed amount of \$0.48 per hour for performance-based incentives calculated per the criteria set forth below:

HOURLY RATE INCREASE IN ADDITION TO BASE RATE OF \$4.35	REQUIREMENT TO ATTAIN HOURLY RATE INCREASE INCENTIVE
\$.03	Years Associated with the DISTRICT (≥ 3 Years)
\$.02	Years Associated with the DISTRICT (≥ 5 Years)
\$.03	Years Associated with the DISTRICT (≥ 10 Years)
\$.15	Saddleback College Associates Degree Attainment (≥ 30 Students Annually)
\$.10	Saddleback College Certificate of Achievement Attainment (≥ 75 Students Annually)
\$.02	Promise Grant Students (≥ 60 Annually)
\$.03	Pell Grant Students (≥ 50 Annually)
\$.10	Student/Teacher Ratio (≤ 25:1)

- a. DISTRICT payments shall be made monthly, and shall be based upon a certification of the hours of such attendance during the previous calendar month at the CONTRACTOR'S place of instruction and training; it being agreed that each certification shall be on forms supplied by the DISTRICT, and shall be based upon daily records maintained by the CONTRACTOR, and subject to review and/or audit by an authorized representative of the DISTRICT.
 - b. The CONTRACTOR shall not be reimbursed for more than a total of six hundred (600) hours of instruction and training for any one student.
 - c. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the DISTRICT shall be responsible to the CONTRACTOR for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.
 - d. In the event that the DISTRICT determines that the total direct and indirect cost to provide the same six hundred (600) hour program of instruction and training, or a recognized portion thereof, or the tuition the CONTRACTOR charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the CONTRACTOR agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.
 - e. The CONTRACTOR asserts that eighty percent (80%) of the hourly rates represent direct instructional costs.
- 6.2 **Tuition.** Except as noted in this Contract, the CONTRACTOR shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.

ARTICLE 7 TERMINATION

- 7.1 It is agreed that either Party to this Contract may terminate the Contract at the end of any enrollment term by giving sixty (60) calendar days prior written notice to the other Party; it is also agreed that at the time of termination of this Contract neither party shall have any obligation to the other Party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination.

ARTICLE 8 DISPUTES, MEDIATION AND ARBITRATION

- 8.1 **Work to Continue.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this AGREEMENT, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue to diligently perform and provide services hereunder until completion or termination of the AGREEMENT. The DISTRICT and CONTRACTOR agree that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 8.2 **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.

- 8.3 **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
 - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
 - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
 - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
 - e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
 - f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 9 DISTRICT'S RESPONSIBILITIES

- 9.1 **District Provided Information.** The DISTRICT shall provide to the CONTRACTOR information regarding requirements for the Services.
- 9.2 **District Representative.** Saddleback College shall appoint a representative authorized to act on the DISTRICT'S behalf. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to requests submitted by the CONTRACTOR. Unless modified by written notice by the DISTRICT to the CONTRACTOR, the DISTRICT Representative is:

Anthony Teng, Dean, Division of Advanced Technology and Applied Sciences

- 9.3 **Notification.** The DISTRICT shall give prompt written notice to the CONTRACTOR if the DISTRICT becomes aware of any fault or defect in the services. However, the DISTRICT'S failure or omission to do so shall not relieve the CONTRACTOR of his/her responsibilities hereunder.
- 9.4 **Administrative Functions.** The DISTRICT shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion;
- a. it being understood that during such times as any DISTRICT student is in attendance in the CONTRACTOR'S school, such student will be subject to the CONTRACTOR'S rules and regulations relating to conduct, health, and safety; and operating procedures;
 - b. it being understood that disciplinary action leading to suspension or dismissal of a DISTRICT student shall be taken only by the DISTRICT after consultation with the CONTRACTOR.
 - c. The DISTRICT and the CONTRACTOR will ensure that ancillary and support services are provided for the students (e.g., counseling and guidance, placement assistance). These services will be provided by the DISTRICT and CONTRACTOR will ensure that students are aware of their availability.
- 9.5 **Financially Committed.** In the event that monies for the program are unavailable or exhausted, the CONTRACTOR'S school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the DISTRICT or the student.

ARTICLE 10 LOCATION EXCLUSIVITY

CONTRACTOR shall provide exclusive instructional services to Saddleback College students at the agreed upon location at 23635 El Toro Road #j-2 & K, Lake Forest, CA 92630 and hereby agrees to not provide service to any other instructional institutions during the contract period for the aforementioned location. The District shall approve any move of location for exclusive instructional services to an area outside of the agreed upon service area as stipulated by the DISTRICT, or moves to a facility that does not meet the accommodation requirements listed within the RFQ&P. A violation of any provision in this Article shall constitute breach of this AGREEMENT and may be cause for termination. Students initially enrolled through Saddleback College or transferred from other instructional providers shall be subject to college enrollment guidelines. DISTRICT agrees that the CONTRACTOR may service their own students under a Private Pay arrangement.

ARTICLE 11 MISCELLANEOUS

- 11.1 **Affirmative Action.** CONTRACTOR agrees that CONTRACTOR will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2 **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to

CONTRACTOR and CONTRACTOR'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services

- 11.3 **CONTRACTOR Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONTRACTOR, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONTRACTOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4 **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.5 **Employment with Public Agency.** No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.6 **Full Force of Remaining Contract.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 11.7 **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.8 **Independent Contractor.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR'S employees.
- 11.9 **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONTRACTOR and DISTRICT hereunder.

- 11.10 **Non-Assignment.** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR. The sale or transfer of a majority membership interest in CONTRACTOR firm or the admission of new member to the CONTRACTOR firm which causes there to be a change in majority ownership and / or control of CONTRACTOR firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.
- 11.11 **Permits/Licenses.** CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12 **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13 **Communications** between the parties shall be sent to the following addresses:
- | | |
|----------------------------|--------------------------------|
| DISTRICT | CONTRACTOR |
| Priya Jerome | Tammy Nguyen |
| South Orange County | Santa Ana Beauty Academy, Inc. |
| Community College District | 23635 El Toro Road #J-2 & K |
| 28000 Marguerite Parkway | Lake Forest, CA 92630 |
| Mission Viejo, CA 92692 | |
| dfitzsimons@socccd.edu | |
- 11.14 **Severability.** If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herein, but all remaining provisions will remain and continue in full force and effect.
- 11.15 **Entire AGREEMENT/Amendment.** The AGREEMENT documents consist of this AGREEMENT, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted in the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this AGREEMENT, (b) provisions set forth in any referenced attachments or exhibits to this AGREEMENT attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the AGREEMENT and any provisions set forth in any referenced attachments or exhibits to this AGREEMENT is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the AGREEMENT and the provisions set forth in any referenced attachments or exhibits , the AGREEMENT shall control, unless the provisions set

forth in any referenced attachments or exhibits to this AGREEMENT provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this AGREEMENT shall compliment the terms of this AGREEMENT.

- 11.16 **Binding AGREEMENT**. This Contract shall be valid and effective upon the approval of the Office of the Chancellor of the California Community Colleges. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party with respect to the terms of this AGREEMENT.

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

“DISTRICT”

South Orange County Community College District

“CONTRACTOR”

Santa Ana Beauty Academy, Inc.

By: _____
Ann-Marie Gabel
Vice Chancellor, Business Services

By: _____
Tammy Nguyen
Owner

(Date)

(Date)

(Taxpayer number)_____

AGREEMENT - VOCATIONAL COSMETOLOGY EDUCATION SERVICES, SADDLEBACK COLLEGE, NEW AMERICA BEAUTY EDUCATION CORP., DBA HAIR CALIFORNIA BEAUTY ACADEMY

This AGREEMENT is made effective as of July 1, 2019 (the "Effective Date"), by and between the South Orange County Community College District, hereinafter called the "DISTRICT", and New America Beauty Education Corp., DBA Hair California Beauty Academy, 1828 East Collins Avenue, Orange, CA 92867, hereinafter called "CONTRACTOR", for Saddleback College (the "College") campus having its principal place of business at 28000 Marguerite Parkway, Mission Viejo, CA 92692.

WHEREAS, the DISTRICT intends to provide, for the benefit of selected, eligible students of the DISTRICT, a vocation education program under the State Plan for Vocational Education and the Federal Carl Perkins Vocational and Applied Technology Educational Act, through this AGREEMENT with the CONTRACTOR, in order to prepare such students for the vocation of COSMETOLOGY, it being understood that such program shall be so designed and conducted that it may lead to a California State License in COSMETOLOGY for such students; and,

WHEREAS, the CONTRACTOR operates as a private, post-secondary, vocational school offering instruction and training in COSMETOLOGY;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- 1.1 **Standard of Care.** CONTRACTOR shall provide the Services herein using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances.
- 1.2 **Article 5 Compliance.** The CONTRACTOR shall comply with all provisions of Article 5 (commencing at Section 8090) of Division 1, Part 6, Education Code, State of California, applicable to said CONTRACTOR'S school to which the DISTRICT'S students are to be assigned, including, but not limited to, the holding by CONTRACTOR of this valid certificate of course approval and a license as a private, post-secondary vocational school for instruction and training in COSMETOLOGY; it being agreed that:
 - a. The CONTRACTOR shall submit to the DISTRICT evidence of compliance with this certificate and license requirement prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school; and
 - b. The CONTRACTOR shall continue to operate such a school during the term of this Contract.
- 1.3 **Accreditation.** The CONTRACTOR'S school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations. The CONTRACTOR must attain accreditation with an accrediting agency recognized by the United States Office of Education no later than June 30, 2020.

- 1.4 **State and Federal Compliance.** The CONTRACTOR shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statutes including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for instruction and training in COSMETOLOGY.
- 1.5 **Maintain School.** The CONTRACTOR shall provide, operate and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
- 1.6 **Higher Education Act of 1965.** The CONTRACTOR shall comply with applicable provisions of the Higher Education Act of 1965, as amended.
- a. Prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance.
 - b. The CONTRACTOR is responsible for notifying the DISTRICT when it loses Title IV eligibility. If the CONTRACTOR fails to notify the DISTRICT that it lost Title IV eligibility, the CONTRACTOR is liable for disbursements made to students.
- 1.7 **Title VI Compliance.** The CONTRACTOR shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance. "CONTRACTOR agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person." In addition, CONTRACTOR shall comply with Title IX of the Higher Education Act of 1972, Presidential Executive Order 11246 and subsequent amendments, and all applicable State and Federal Health and Safety regulations.
- 1.8 **Vocational Education Plan.** The DISTRICT and the CONTRACTOR shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which COSMETOLOGY is a part.
- 1.9 **Records.** The CONTRACTOR shall maintain accurate records of attendance, grade reports, and progress for each student, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT;
- a. It being understood that such submittals may be upon a regular schedule and/or upon special requests; and
 - b. It being further understood that there shall be no release of information from such records to any party other than such representative(s).
 - c. CONTRACTOR shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the DISTRICT.
- 1.10 **Inspections.** The CONTRACTOR shall permit inspections by authorized representatives of the DISTRICT, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the CONTRACTOR'S school; it being understood

that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, if required, audit school records; interview students and others; and/or evaluate physical plant, instructional aids equipment, and classes in session.

ARTICLE 2 SCOPE OF CONTRACTOR'S SERVICES

CONTRACTOR shall provide and deliver all aspects of services related to the Cosmetology Instruction Services specified in the District's Request for Qualification & Proposal ("RFQ&P") No. 2079 referenced herein and made a part hereof, as Attachment A and the proposal ("Proposal") submitted by CONTRACTOR to District, dated March 01, 2019, referenced herein and made a part hereof, as Attachment B (Collectively, the "Services") to District. However, the Parties understand and agree that the services specified in the RFQ&P and/or Proposal are intended to cooperate and be complementary and shall be interpreted per the provisions in Article 10.15 of this AGREEMENT.

ARTICLE 3 ADDITIONAL CONTRACTOR SERVICES

This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the Parties hereto.

ARTICLE 4 TERM

- 4.1 **Term.** The term of this AGREEMENT shall be for a five (5) year period beginning on July 1, 2019 and ending on June 30, 2024 unless sooner terminated as provided herein.
- 4.2 **Renewal.** Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a "Requests for Qualifications and Proposals". After five years, there is no possibility for automatic renewal. The DISTRICT will send out the "Requests for Qualifications and Proposals" to interested parties at least thirty days prior to the expiration of the Term.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1 **Hold Harmless and Indemnification.** To the fullest extent permitted by law and as a material part of this agreement, CONTRACTOR shall hold harmless and indemnify South Orange County Community College District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against any and all claims, liabilities, losses, costs, damages, expenses and obligations, including reasonable attorney fees, arising from the acts and errors or omissions of CONTRACTOR or of persons acting on behalf of CONTRACTOR, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, CONTRACTOR shall hold harmless and indemnify South Orange County Community College District from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines and penalties, and extra-contractual liability. In no event shall the

District be liable for any loss of CONTRACTOR's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages.

The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties. Neither termination of this agreement nor completion of the acts to be performed under this Agreement shall release CONTRACTOR from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

- 5.2 **Contractor Insurance.** CONTRACTOR shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California, A.M. Best rated at least A-VII, and acceptable to DISTRICT, which will protect CONTRACTOR and DISTRICT from claims which may arise out of, or result from, CONTRACTOR'S actions or inactions relating to this AGREEMENT, whether such actions or inactions be by themselves or by any sub-CONTRACTOR, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include per services coverage for:
- a. Workers' Compensation and Employer's Liability insurance in accordance with the laws of the State of California. Coverage limits under the Workers' Compensation Insurance shall be in accordance with legal requirements; coverage limits under the Employers Liability insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000).
 - b. Commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate including coverage for the following:
 - i. Blanket Contractual
 - ii. Broad Form Property Damage
 - iii. Products & Completed Operations
 - iv. Personal Injury
 - c. Automobile Liability insurance with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence for "Any Auto".
 - d. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the Term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONTRACTOR retains a Sub-CONTRACTOR to complete any portion of CONTRACTOR'S duties, CONTRACTOR shall require any such Sub-CONTRACTOR to purchase and maintain insurance coverage as provided in this Section.

Failure of the CONTRACTOR to maintain policies of insurance in the minimum coverage limits set forth herein is a material breach of this AGREEMENT and grounds for immediate termination.

The CONTRACTOR and its Subcontractors shall, at all times during the Work, maintain the policies of insurance in the minimum coverage amounts set forth in the Agreement. The CONTRACTOR'S Commercial General Liability insurance and Automobile Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled, or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the CONTRACTOR shall deliver Certificates of Insurance for the CONTRACTOR and its Subcontractors evidencing the required insurance coverages, in the minimum coverage limits required by the Agreement and the District as the Certificate Holder, along with all required endorsements. Policies of insurance required of the CONTRACTOR and Subcontractors is primary; policies of insurance maintained by the District are excess and non-contributory to that of the CONTRACTOR'S/Subcontractor's policies of insurance.

All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the services governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other services of the CONTRACTOR.

ARTICLE 6 COMPENSATION AND TUITION

6.1 **Compensation.** For the initial two (2) year term of the AGREEMENT, the DISTRICT shall pay to the CONTRACTOR a fixed rate of \$4.50 for each hour of approved attendance by authorized students of the DISTRICT covered by this AGREEMENT. In addition to the base rate of \$4.50 for each hour of approved attendance by authorized students of the DISTRICT, for years three, four and five of the AGREEMENT, the DISTRICT will pay to the CONTRACTOR a not to exceed amount of \$0.48 per hour for performance-based incentives calculated per the criteria set forth below:

HOURLY RATE INCREASE IN ADDITION TO BASE RATE OF \$4.50	REQUIREMENT TO ATTAIN HOURLY RATE INCREASE INCENTIVE
\$.03	Years Associated with the DISTRICT (≥ 3 Years)
\$.02	Years Associated with the DISTRICT (≥ 5 Years)
\$.03	Years Associated with the DISTRICT (≥ 10 Years)
\$.15	Saddleback College Associates Degree Attainment (≥ 30 Students Annually)
\$.10	Saddleback College Certificate of Achievement Attainment (≥ 75 Students Annually)
\$.02	Promise Grant Students (≥ 60 Annually)
\$.03	Pell Grant Students (≥ 50 Annually)
\$.10	Student/Teacher Ratio (≤ 25:1)

- a. DISTRICT payments shall be made monthly, and shall be based upon a certification of the hours of such attendance during the previous calendar month at the CONTRACTOR'S place of instruction and training; it being agreed that each certification shall be on forms supplied by the DISTRICT, and shall be based upon daily records maintained by the CONTRACTOR, and subject to review and/or audit by an authorized representative of the DISTRICT.
 - b. The CONTRACTOR shall not be reimbursed for more than a total of sixteen hundred (1,600) hours of instruction and training for any one student.
 - c. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the DISTRICT shall be responsible to the CONTRACTOR for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.
 - d. In the event that the DISTRICT determines that the total direct and indirect cost to provide the same sixteen hundred (1,600) hour program of instruction and training, or a recognized portion thereof, the tuition the CONTRACTOR charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the CONTRACTOR agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.
 - e. The CONTRACTOR asserts that eighty percent (80%) of the hourly rates represent direct instructional costs.
- 6.2 **Tuition.** Except as noted in this Contract, the CONTRACTOR shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.

ARTICLE 7 TERMINATION

- 7.1 It is agreed that either Party to this AGREEMENT may terminate the AGREEMENT at the end of any enrollment term by giving sixty (60) calendar days prior written notice to the other Party; it is also agreed that at the time of termination of this AGREEMENT neither party shall have any obligation to the other Party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination. If the AGREEMENT is terminated, the CONTRACTOR must continue provision of training services for currently enrolled students up to the completion of their statutory required hours.

ARTICLE 8 DISPUTES, MEDIATION AND ARBITRATION

- 8.1 **Work to Continue.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this AGREEMENT, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue to diligently perform and provide services hereunder until completion or termination of the AGREEMENT. The DISTRICT and CONTRACTOR agree that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

- 8.2 **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.
- 8.3 **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
 - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
 - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
 - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
 - e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
 - f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 9 DISTRICT'S RESPONSIBILITIES

- 9.1 **District Provided Information.** The DISTRICT shall provide to the CONTRACTOR information regarding requirements for the Services.
- 9.2 **District Representative.** Saddleback College shall appoint a representative authorized to act on the DISTRICT'S behalf. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to requests submitted by the CONTRACTOR. Unless modified by written notice by the DISTRICT to the CONTRACTOR, the DISTRICT Representative is:

Anthony Teng, Dean, Division of Advanced Technology and Applied Sciences

- 9.3 **Notification.** The DISTRICT shall give prompt written notice to the CONTRACTOR if the DISTRICT becomes aware of any fault or defect in the services. However, the DISTRICT'S failure or omission to do so shall not relieve the CONTRACTOR of his/her responsibilities hereunder.
- 9.4 **Administrative Functions.** The DISTRICT shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion;
- a. it being understood that during such times as any DISTRICT student is in attendance in the CONTRACTOR'S school, such student will be subject to the CONTRACTOR'S rules and regulations relating to conduct, health, and safety; and operating procedures;
 - b. it being understood that disciplinary action leading to suspension or dismissal of a DISTRICT student shall be taken only by the DISTRICT after consultation with the CONTRACTOR.
 - c. The DISTRICT and the CONTRACTOR will ensure that ancillary and support services are provided for the students (e.g., counseling and guidance, placement assistance). These services will be provided by the DISTRICT and CONTRACTOR will ensure that students are aware of their availability.
- 9.5 **Financially Committed.** In the event that monies for the program are unavailable or exhausted, the CONTRACTOR'S school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the DISTRICT or the student.

ARTICLE 10 LOCATION EXCLUSIVITY

CONTRACTOR shall provide exclusive instructional services to Saddleback College students at the agreed upon location at 1828 East Collins Avenue, Orange, CA 92867 and hereby agrees to not provide service to any other instructional institutions during the contract period for the aforementioned location. The District shall approve any move of location for exclusive instructional services to an area outside of the agreed upon service area as stipulated by the DISTRICT, or moves to a facility that does not meet the accommodation requirements listed within the RFQ&P. A violation of any provision in this Article shall constitute breach of this AGREEMENT and may be cause for termination. Students initially enrolled through Saddleback College or transferred from other instructional providers shall be subject to college enrollment guidelines. DISTRICT agrees that the CONTRACTOR may service their own students under a Private Pay arrangement.

ARTICLE 11 MISCELLANEOUS

- 11.1 **Affirmative Action.** CONTRACTOR agrees that CONTRACTOR will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2 **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the

satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR and CONTRACTOR'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services

- 11.3 **CONTRACTOR Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONTRACTOR, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONTRACTOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4 **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.5 **Employment with Public Agency.** No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.6 **Full Force of Remaining Contract.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 11.7 **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.8 **Independent Contractor.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR'S employees.
- 11.9 **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in

no way shall enlarge or diminish the rights or obligations of CONTRACTOR and DISTRICT hereunder.

- 11.10 **Non-Assignment.** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR. The sale or transfer of a majority membership interest in CONTRACTOR firm or the admission of new member to the CONTRACTOR firm which causes there to be a change in majority ownership and / or control of CONTRACTOR firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.
- 11.11 **Permits/Licenses.** CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12 **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13 **Communications** between the parties shall be sent to the following addresses:
- | | |
|----------------------------|------------------------------------|
| DISTRICT | CONTRACTOR |
| Priya Jerome | Dr. Jonathan Nguyen |
| South Orange County | New America Beauty Education Corp. |
| Community College District | DBA Hair California Beauty Academy |
| 28000 Marguerite Parkway | 1828 East Collins Avenue |
| Mission Viejo, CA 92692 | Orange, CA 92867 |
| pjerome@socccd.edu | |
- 11.14 **Severability.** If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herein, but all remaining provisions will remain and continue in full force and effect.
- 11.15 **Entire AGREEMENT / Amendment.** The AGREEMENT documents consist of this AGREEMENT, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted in the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this AGREEMENT, (b) provisions set forth in any referenced attachments or exhibits to this AGREEMENT attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the AGREEMENT and any provisions set forth in any referenced attachments or exhibits to this AGREEMENT is intended to cooperate and be complementary; provided further,

however, that in the event of a conflict between the AGREEMENT and the provisions set forth in any referenced attachments or exhibits , the AGREEMENT shall control, unless the provisions set forth in any referenced attachments or exhibits to this AGREEMENT provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this AGREEMENT shall compliment the terms of this AGREEMENT.

- 11.16 **Binding AGREEMENT**. This Contract shall be valid and effective upon the approval of the Office of the Chancellor of the California Community Colleges. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

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

“DISTRICT”

South Orange County Community College District

“CONTRACTOR”

New America Beauty Education Corp.
DBA Hair California Beauty Academy

By: _____
Ann-Marie Gabel
Vice Chancellor, Business Services

By: _____
Dr. Jonathan Nguyen
Owner

(Date)

(Date)

(Taxpayer number)

**AGREEMENT - VOCATIONAL COSMETICIAN EDUCATION SERVICES, SADDLEBACK COLLEGE,
NEW AMERICA BEAUTY EDUCATION CORP., DBA HAIR CALIFORNIA BEAUTY ACADEMY**

This AGREEMENT is made effective as of July 1, 2019 (the "Effective Date"), by and between the South Orange County Community College District, hereinafter called the "DISTRICT", and New America Beauty Education Corp., DBA Hair California Beauty Academy, 1828 East Collins Avenue, Orange, CA 92867, hereinafter called "CONTRACTOR", for Saddleback College (the "College") campus having its principal place of business at 28000 Marguerite Parkway, Mission Viejo, CA 92692.

WHEREAS, the DISTRICT intends to provide, for the benefit of selected, eligible students of the DISTRICT, a vocation education program under the State Plan for Vocational Education and the Federal Carl Perkins Vocational and Applied Technology Educational Act, through this AGREEMENT with the CONTRACTOR, in order to prepare such students for the vocation of COSMETICIAN, it being understood that such program shall be so designed and conducted that it may lead to a California State License in COSMETICIAN for such students; and,

WHEREAS, the CONTRACTOR operates as a private, post-secondary, vocational school offering instruction and training in COSMETICIAN;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- 1.1 **Standard of Care.** CONTRACTOR shall provide the Services herein using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances.
- 1.2 **Article 5 Compliance.** The CONTRACTOR shall comply with all provisions of Article 5 (commencing at Section 8090) of Division 1, Part 6, Education Code, State of California, applicable to said CONTRACTOR'S school to which the DISTRICT'S students are to be assigned, including, but not limited to, the holding by CONTRACTOR of this valid certificate of course approval and a license as a private, post-secondary vocational school for COSMETICIAN instruction and training; it being agreed that:
 - a. The CONTRACTOR shall submit to the DISTRICT evidence of compliance with this certificate and license requirement prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school; and
 - b. The CONTRACTOR shall continue to operate such a school during the term of this Contract.
- 1.3 **Accreditation.** The CONTRACTOR'S school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations. The CONTRACTOR must attain accreditation with an accrediting agency recognized by the United States Office of Education no later than June 30, 2020.

- 1.4 **State and Federal Compliance.** The CONTRACTOR shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statutes including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for COSMETICIAN instruction and training.
- 1.5 **Maintain School.** The CONTRACTOR shall provide operate and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
- 1.6 **Higher Education Act of 1965.** The CONTRACTOR shall comply with applicable provisions of the Higher Education Act of 1965, as amended.
- a. Prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance.
 - b. The CONTRACTOR is responsible for notifying the DISTRICT when it loses Title IV eligibility. If the CONTRACTOR fails to notify the DISTRICT that it lost Title IV eligibility, the CONTRACTOR is liable for disbursements made to students.
- 1.7 **Title VI Compliance.** The CONTRACTOR shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance. "CONTRACTOR agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person." In addition, CONTRACTOR shall comply with Title IX of the Higher Education Act of 1972, Presidential Executive Order 11246 and subsequent amendments, and all applicable State and Federal Health and Safety regulations.
- 1.8 **Vocational Education Plan.** The DISTRICT and the CONTRACTOR shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which COSMETICIAN is a part.
- 1.9 **Records.** The CONTRACTOR shall maintain accurate records of attendance, grade reports, and progress for each student, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT;
- a. It being understood that such submittals may be upon a regular schedule and/or upon special requests; and
 - b. It being further understood that there shall be no release of information from such records to any party other than such representative(s).
 - c. CONTRACTOR shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the DISTRICT.
- 1.10 **Inspections.** The CONTRACTOR shall permit inspections by authorized representatives of the DISTRICT, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the CONTRACTOR'S school; it being understood

that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, if required, audit school records; interview students and others; and/or evaluate physical plant, instructional aids equipment, and classes in session.

ARTICLE 2 SCOPE OF CONTRACTOR'S SERVICES

CONTRACTOR shall provide and deliver all aspects of services related to the Cosmetology Instruction Services specified in the District's Request for Qualification & Proposal ("RFQ&P") No. 2079 referenced herein and made a part hereof, as Attachment A and the proposal ("Proposal") submitted by CONTRACTOR to District, dated March 01, 2019, referenced hereto and made a part hereof, as Attachment B (Collectively, the "Services") to District. However, the Parties understand and agree that the services specified in the RFQ&P and/or Proposal are intended to cooperate and be complementary and shall be interpreted per the provisions in Article 10.15 of this AGREEMENT.

ARTICLE 3 ADDITIONAL CONTRACTOR SERVICES

This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the Parties hereto.

ARTICLE 4 TERM

- 4.1 **Term.** The term of this AGREEMENT shall be for a five (5) year period beginning on July 1, 2019 and ending on June 30, 2024 unless sooner terminated as provided herein.
- 4.2 **Renewal.** Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a "Requests for Qualifications and Proposals". After five years, there is no possibility for automatic renewal. The DISTRICT will send out the "Requests for Qualifications and Proposals" to interested parties at least thirty days prior to the expiration of the Term.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1 **Hold Harmless and Indemnification.** To the fullest extent permitted by law and as a material part of this agreement, CONTRACTOR shall hold harmless and indemnify South Orange County Community College District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against any and all claims, liabilities, losses, costs, damages, expenses and obligations, including reasonable attorney fees, arising from the acts and errors or omissions of CONTRACTOR or of persons acting on behalf of CONTRACTOR, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, CONTRACTOR shall hold harmless and indemnify South Orange County Community College District from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines and penalties, and extra-contractual liability. In no event shall the

District be liable for any loss of CONTRACTOR's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages.

The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties. Neither termination of this agreement nor completion of the acts to be performed under this Agreement shall release CONTRACTOR from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

- 5.2 **Contractor Insurance.** CONTRACTOR shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California, A.M. Best rated at least A: VII, and acceptable to DISTRICT, which will protect CONTRACTOR and DISTRICT from claims which may arise out of, or result from, CONTRACTOR'S actions or inactions relating to this AGREEMENT, whether such actions or inactions be by themselves or by any sub-CONTRACTOR, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include per services coverage for:
- a. Workers' Compensation and Employer's Liability insurance in accordance with the laws of the State of California. Coverage limits under the Workers' Compensation Insurance shall be in accordance with legal requirements; coverage limits under the Employers Liability insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000).
 - b. Commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate including coverage for the following:
 - i. Blanket Contractual
 - ii. Broad Form Property Damage
 - iii. Products & Completed Operations
 - iv. Personal Injury
 - c. Automobile Liability insurance with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence for "Any Auto".
 - d. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the Term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONTRACTOR retains a Sub-CONTRACTOR to complete any portion of CONTRACTOR'S duties, CONTRACTOR shall require any such Sub-CONTRACTOR to purchase and maintain insurance coverage as provided in this Section.

Failure of the CONTRACTOR to maintain policies of insurance in the minimum coverage limits set forth herein is a material breach of this AGREEMENT and grounds for immediate termination.

The CONTRACTOR and its Subcontractors shall, at all times during the Work, maintain the policies of insurance in the minimum coverage amounts set forth in the Agreement. The CONTRACTOR'S Commercial General Liability insurance and Automobile Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled, or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the CONTRACTOR shall deliver Certificates of Insurance for the CONTRACTOR and its Subcontractors evidencing the required insurance coverages, in the minimum coverage limits required by the Agreement and the District as the Certificate Holder, along with all required endorsements. Policies of insurance required of the CONTRACTOR and Subcontractors is primary; policies of insurance maintained by the District are excess and non-contributory to that of the CONTRACTOR'S/Subcontractor's policies of insurance.

All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the services governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other services of the CONTRACTOR.

ARTICLE 6 COMPENSATION AND TUITION

6.1 **Compensation.** For the initial two (2) year term of the AGREEMENT, the DISTRICT shall pay to the CONTRACTOR a fixed rate of \$4.50 for each hour of approved attendance by authorized students of the DISTRICT covered by this AGREEMENT. In addition to the base rate of \$4.50 for each hour of approved attendance by authorized students of the DISTRICT, for years three, four and five of the AGREEMENT, the DISTRICT will pay to the CONTRACTOR a not to exceed amount of \$0.48 per hour for performance-based incentives calculated per the criteria set forth below:

HOURLY RATE INCREASE IN ADDITION TO BASE RATE OF \$4.50	REQUIREMENT TO ATTAIN HOURLY RATE INCREASE INCENTIVE
\$.03	Years Associated with the DISTRICT (≥ 3 Years)
\$.02	Years Associated with the DISTRICT (≥ 5 Years)
\$.03	Years Associated with the DISTRICT (≥ 10 Years)
\$.15	Saddleback College Associates Degree Attainment (≥ 30 Students Annually)
\$.10	Saddleback College Certificate of Achievement Attainment (≥ 75 Students Annually)
\$.02	Promise Grant Students (≥ 60 Annually)
\$.03	Pell Grant Students (≥ 50 Annually)
\$.10	Student/Teacher Ratio (≤ 25:1)

- a. DISTRICT payments shall be made monthly, and shall be based upon a certification of the hours of such attendance during the previous calendar month at the CONTRACTOR'S place of instruction and training; it being agreed that each certification shall be on forms supplied by the DISTRICT, and shall be based upon daily records maintained by the CONTRACTOR, and subject to review and/or audit by an authorized representative of the DISTRICT.
 - b. The CONTRACTOR shall not be reimbursed for more than a total of six hundred (600) hours of instruction and training for any one student.
 - c. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the DISTRICT shall be responsible to the CONTRACTOR for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.
 - d. In the event that the DISTRICT determines that the total direct and indirect cost to provide the same six hundred (600) hour program of instruction and training, or a recognized portion thereof, or the tuition the CONTRACTOR charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the CONTRACTOR agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.
 - e. The CONTRACTOR asserts that eighty percent (80%) of the hourly rates represent direct instructional costs.
- 6.2 **Tuition.** Except as noted in this Contract, the CONTRACTOR shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.

ARTICLE 7 TERMINATION

- 7.1 It is agreed that either Party to this Contract may terminate the Contract at the end of any enrollment term by giving sixty (60) calendar days prior written notice to the other Party; it is also agreed that at the time of termination of this Contract neither party shall have any obligation to the other Party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination.

ARTICLE 8 DISPUTES, MEDIATION AND ARBITRATION

- 8.1 **Work to Continue.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this AGREEMENT, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue to diligently perform and provide services hereunder until completion or termination of the AGREEMENT. The DISTRICT and CONTRACTOR agree that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 8.2 **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.

- 8.3 **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
 - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
 - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
 - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
 - e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
 - f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 9 DISTRICT'S RESPONSIBILITIES

- 9.1 **District Provided Information.** The DISTRICT shall provide to the CONTRACTOR information regarding requirements for the Services.
- 9.2 **District Representative.** Saddleback College shall appoint a representative authorized to act on the DISTRICT'S behalf. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to requests submitted by the CONTRACTOR. Unless modified by written notice by the DISTRICT to the CONTRACTOR, the DISTRICT Representative is:

Anthony Teng, Dean, Division of Advanced Technology and Applied Sciences

- 9.3 **Notification.** The DISTRICT shall give prompt written notice to the CONTRACTOR if the DISTRICT becomes aware of any fault or defect in the services. However, the DISTRICT'S failure or omission to do so shall not relieve the CONTRACTOR of his/her responsibilities hereunder.
- 9.4 **Administrative Functions.** The DISTRICT shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion;
- a. it being understood that during such times as any DISTRICT student is in attendance in the CONTRACTOR'S school, such student will be subject to the CONTRACTOR'S rules and regulations relating to conduct, health, and safety; and operating procedures;
 - b. it being understood that disciplinary action leading to suspension or dismissal of a DISTRICT student shall be taken only by the DISTRICT after consultation with the CONTRACTOR.
 - c. The DISTRICT and the CONTRACTOR will ensure that ancillary and support services are provided for the students (e.g., counseling and guidance, placement assistance). These services will be provided by the DISTRICT and CONTRACTOR will ensure that students are aware of their availability.
- 9.5 **Financially Committed.** In the event that monies for the program are unavailable or exhausted, the CONTRACTOR'S school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the DISTRICT or the student.

ARTICLE 10 LOCATION EXCLUSIVITY

CONTRACTOR shall provide exclusive instructional services to Saddleback College students at the agreed upon location at 1828 East Collins Avenue, Orange, CA 92867 and hereby agrees to not provide service to any other instructional institutions during the contract period for the aforementioned location. The District shall approve any move of location for exclusive instructional services to an area outside of the agreed upon service area as stipulated by the DISTRICT, or moves to a facility that does not meet the accommodation requirements listed within the RFQ&P. A violation of any provision in this Article shall constitute breach of this AGREEMENT and may be cause for termination. Students initially enrolled through Saddleback College or transferred from other instructional providers shall be subject to college enrollment guidelines. DISTRICT agrees that the CONTRACTOR may service their own students under a Private Pay arrangement.

ARTICLE 11 MISCELLANEOUS

- 11.1 **Affirmative Action.** CONTRACTOR agrees that CONTRACTOR will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2 **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to

CONTRACTOR and CONTRACTOR'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services

- 11.3 **CONTRACTOR Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONTRACTOR, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONTRACTOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4 **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.5 **Employment with Public Agency.** No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.6 **Full Force of Remaining Contract.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 11.7 **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.8 **Independent Contractor.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR'S employees.
- 11.9 **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONTRACTOR and DISTRICT hereunder.

- 11.10 **Non-Assignment.** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR. The sale or transfer of a majority membership interest in CONTRACTOR firm or the admission of new member to the CONTRACTOR firm which causes there to be a change in majority ownership and / or control of CONTRACTOR firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.
- 11.11 **Permits/Licenses.** CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12 **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13 **Communications** between the parties shall be sent to the following addresses:
- | | |
|----------------------------|------------------------------------|
| DISTRICT | CONTRACTOR |
| Priya Jerome | Dr. Jonathan Nguyen |
| South Orange County | New America Beauty Education Corp. |
| Community College District | DBA Hair California Beauty Academy |
| 28000 Marguerite Parkway | 1828 East Collins Avenue |
| Mission Viejo, CA 92692 | Orange, CA 92867 |
| dfitzsimons@socccd.edu | |
- 11.14 **Severability.** If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herein, but all remaining provisions will remain and continue in full force and effect.
- 11.15 **Entire AGREEMENT/Amendment.** The AGREEMENT documents consist of this AGREEMENT, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted in the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this AGREEMENT, (b) provisions set forth in any referenced attachments or exhibits to this AGREEMENT attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the AGREEMENT and any provisions set forth in any referenced attachments or exhibits to this AGREEMENT is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the AGREEMENT and the provisions set forth in any referenced attachments or exhibits , the AGREEMENT shall control, unless the provisions set

forth in any referenced attachments or exhibits to this AGREEMENT provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this AGREEMENT shall compliment the terms of this AGREEMENT.

- 11.16 **Binding AGREEMENT**. This Contract shall be valid and effective upon the approval of the Office of the Chancellor of the California Community Colleges. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party with respect to the terms of this AGREEMENT.

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

"DISTRICT"

South Orange County Community College District

By: _____
Ann-Marie Gabel
Vice Chancellor, Business Services

(Date)

"CONTRACTOR"

New America Beauty Education Corp.
DBA Hair California Beauty Academy

By: _____
Dr. Jonathan Nguyen
Owner

(Date)

(Taxpayer number) _____

AGREEMENT - VOCATIONAL COSMETOLOGY EDUCATION SERVICES, SADDLEBACK COLLEGE, SADDLEBACK BEAUTY ACADEMY, INC.

This AGREEMENT is made effective as of July 1, 2019 (the "Effective Date"), by and between the South Orange County Community College District, hereinafter called the "DISTRICT", and Saddleback Beauty Academy, Inc., 23565 Moulton Parkway, Suite B, Laguna Hills, CA 92653, hereinafter called "CONTRACTOR", for Saddleback College (the "College") campus having its principal place of business at 28000 Marguerite Parkway, Mission Viejo, CA 92692.

WHEREAS, the DISTRICT intends to provide, for the benefit of selected, eligible students of the DISTRICT, a vocation education program under the State Plan for Vocational Education and the Federal Carl Perkins Vocational and Applied Technology Educational Act, through this AGREEMENT with the CONTRACTOR, in order to prepare such students for the vocation of COSMETOLOGY, it being understood that such program shall be so designed and conducted that it may lead to a California State License in COSMETOLOGY for such students; and,

WHEREAS, the CONTRACTOR operates as a private, post-secondary, vocational school offering instruction and training in COSMETOLOGY;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- 1.1 **Standard of Care.** CONTRACTOR shall provide the Services herein using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances.
- 1.2 **Article 5 Compliance.** The CONTRACTOR shall comply with all provisions of Article 5 (commencing at Section 8090) of Division 1, Part 6, Education Code, State of California, applicable to said CONTRACTOR'S school to which the DISTRICT'S students are to be assigned, including, but not limited to, the holding by CONTRACTOR of this valid certificate of course approval and a license as a private, post-secondary vocational school for instruction and training in COSMETOLOGY; it being agreed that:
 - a. The CONTRACTOR shall submit to the DISTRICT evidence of compliance with this certificate and license requirement prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school; and
 - b. The CONTRACTOR shall continue to operate such a school during the term of this Contract.
- 1.3 **Accreditation.** The CONTRACTOR'S school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations. The CONTRACTOR must attain accreditation with an accrediting agency recognized by the United States Office of Education no later than June 30, 2020.

- 1.4 **State and Federal Compliance.** The CONTRACTOR shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statutes including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for instruction and training in COSMETOLOGY.
- 1.5 **Maintain School.** The CONTRACTOR shall provide, operate and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
- 1.6 **Higher Education Act of 1965.** The CONTRACTOR shall comply with applicable provisions of the Higher Education Act of 1965, as amended.
- a. Prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance.
 - b. The CONTRACTOR is responsible for notifying the DISTRICT when it loses Title IV eligibility. If the CONTRACTOR fails to notify the DISTRICT that it lost Title IV eligibility, the CONTRACTOR is liable for disbursements made to students.
- 1.7 **Title VI Compliance.** The CONTRACTOR shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance. "CONTRACTOR agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person." In addition, CONTRACTOR shall comply with Title IX of the Higher Education Act of 1972, Presidential Executive Order 11246 and subsequent amendments, and all applicable State and Federal Health and Safety regulations.
- 1.8 **Vocational Education Plan.** The DISTRICT and the CONTRACTOR shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which COSMETOLOGY is a part.
- 1.9 **Records.** The CONTRACTOR shall maintain accurate records of attendance, grade reports, and progress for each student, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT;
- a. It being understood that such submittals may be upon a regular schedule and/or upon special requests; and
 - b. It being further understood that there shall be no release of information from such records to any party other than such representative(s).
 - c. CONTRACTOR shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the DISTRICT.
- 1.10 **Inspections.** The CONTRACTOR shall permit inspections by authorized representatives of the DISTRICT, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the CONTRACTOR'S school; it being understood

that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, if required, audit school records; interview students and others; and/or evaluate physical plant, instructional aids equipment, and classes in session.

ARTICLE 2 SCOPE OF CONTRACTOR'S SERVICES

CONTRACTOR shall provide and deliver all aspects of services related to the Cosmetology Instruction Services specified in the District's Request for Qualification & Proposal ("RFQ&P") No. 2079 referenced herein and made a part hereof, as Attachment A and the proposal ("Proposal") submitted by CONTRACTOR to District, dated March 01, 2019, referenced herein and made a part hereof, as Attachment B (Collectively, the "Services") to District. However, the Parties understand and agree that the services specified in the RFQ&P and/or Proposal are intended to cooperate and be complementary and shall be interpreted per the provisions in Article 10.15 of this AGREEMENT.

ARTICLE 3 ADDITIONAL CONTRACTOR SERVICES

This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the Parties hereto.

ARTICLE 4 TERM

- 4.1 **Term.** The term of this AGREEMENT shall be for a five (5) year period beginning on July 1, 2019 and ending on June 30, 2024 unless sooner terminated as provided herein.
- 4.2 **Renewal.** Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a "Requests for Qualifications and Proposals". After five years, there is no possibility for automatic renewal. The DISTRICT will send out the "Requests for Qualifications and Proposals" to interested parties at least thirty days prior to the expiration of the Term.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1 **Hold Harmless and Indemnification.** To the fullest extent permitted by law and as a material part of this agreement, CONTRACTOR shall hold harmless and indemnify South Orange County Community College District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against any and all claims, liabilities, losses, costs, damages, expenses and obligations, including reasonable attorney fees, arising from the acts and errors or omissions of CONTRACTOR or of persons acting on behalf of CONTRACTOR, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, CONTRACTOR shall hold harmless and indemnify South Orange County Community College District from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines and penalties, and extra-contractual liability. In no event shall the

District be liable for any loss of CONTRACTOR's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages.

The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties. Neither termination of this agreement nor completion of the acts to be performed under this Agreement shall release CONTRACTOR from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

- 5.2 **Contractor Insurance.** CONTRACTOR shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California, A.M. Best rated at least A: VII, and acceptable to DISTRICT, which will protect CONTRACTOR and DISTRICT from claims which may arise out of, or result from, CONTRACTOR'S actions or inactions relating to this AGREEMENT, whether such actions or inactions be by themselves or by any sub-CONTRACTOR, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include per services coverage for:
- a. Workers' Compensation and Employer's Liability insurance in accordance with the laws of the State of California. Coverage limits under the Workers' Compensation Insurance shall be in accordance with legal requirements; coverage limits under the Employers Liability insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000).
 - b. Commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate including coverage for the following:
 - i. Blanket Contractual
 - ii. Broad Form Property Damage
 - iii. Products & Completed Operations
 - iv. Personal Injury
 - c. Automobile Liability insurance with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence for "Any Auto".
 - d. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the Term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONTRACTOR retains a Sub-CONTRACTOR to complete any portion of CONTRACTOR'S duties, CONTRACTOR shall require any such Sub-CONTRACTOR to purchase and maintain insurance coverage as provided in this Section.

Failure of the CONTRACTOR to maintain policies of insurance in the minimum coverage limits set forth herein is a material breach of this AGREEMENT and grounds for immediate termination.

The CONTRACTOR and its Subcontractors shall, at all times during the Work, maintain the policies of insurance in the minimum coverage amounts set forth in the Agreement. The CONTRACTOR'S Commercial General Liability insurance and Automobile Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled, or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the CONTRACTOR shall deliver Certificates of Insurance for the CONTRACTOR and its Subcontractors evidencing the required insurance coverages, in the minimum coverage limits required by the Agreement and the District as the Certificate Holder, along with all required endorsements. Policies of insurance required of the CONTRACTOR and Subcontractors is primary; policies of insurance maintained by the District are excess and non-contributory to that of the CONTRACTOR'S/Subcontractor's policies of insurance.

All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the services governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other services of the CONTRACTOR.

ARTICLE 6 COMPENSATION AND TUITION

6.1 **Compensation.** For the initial two (2) year term of the AGREEMENT, the DISTRICT shall pay to the CONTRACTOR a fixed rate of \$4.50 for each hour of approved attendance by authorized students of the DISTRICT covered by this AGREEMENT. In addition to the base rate of \$4.50 for each hour of approved attendance by authorized students of the DISTRICT, for years three, four and five of the AGREEMENT, the DISTRICT will pay to the CONTRACTOR a not to exceed amount of \$0.48 per hour for performance-based incentives calculated per the criteria set forth below:

HOURLY RATE INCREASE IN ADDITION TO BASE RATE OF \$4.50	REQUIREMENT TO ATTAIN HOURLY RATE INCREASE INCENTIVE
\$.03	Years Associated with the DISTRICT (≥ 3 Years)
\$.02	Years Associated with the DISTRICT (≥ 5 Years)
\$.03	Years Associated with the DISTRICT (≥ 10 Years)
\$.15	Saddleback College Associates Degree Attainment (≥ 30 Students Annually)
\$.10	Saddleback College Certificate of Achievement Attainment (≥ 75 Students Annually)
\$.02	Promise Grant Students (≥ 60 Annually)
\$.03	Pell Grant Students (≥ 50 Annually)
\$.10	Student/Teacher Ratio (≤ 25:1)

- a. DISTRICT payments shall be made monthly, and shall be based upon a certification of the hours of such attendance during the previous calendar month at the CONTRACTOR'S place of instruction and training; it being agreed that each certification shall be on forms supplied by the DISTRICT, and shall be based upon daily records maintained by the CONTRACTOR, and subject to review and/or audit by an authorized representative of the DISTRICT.
 - b. The CONTRACTOR shall not be reimbursed for more than a total of sixteen hundred (1,600) hours of instruction and training for any one student.
 - c. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the DISTRICT shall be responsible to the CONTRACTOR for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.
 - d. In the event that the DISTRICT determines that the total direct and indirect cost to provide the same sixteen hundred (1,600) hour program of instruction and training, or a recognized portion thereof, the tuition the CONTRACTOR charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the CONTRACTOR agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.
 - e. The CONTRACTOR asserts that eighty percent (80%) of the hourly rates represent direct instructional costs.
- 6.2 **Tuition.** Except as noted in this Contract, the CONTRACTOR shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.

ARTICLE 7 TERMINATION

- 7.1 It is agreed that either Party to this AGREEMENT may terminate the AGREEMENT at the end of any enrollment term by giving sixty (60) calendar days prior written notice to the other Party; it is also agreed that at the time of termination of this AGREEMENT neither party shall have any obligation to the other Party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination. If the AGREEMENT is terminated, the CONTRACTOR must continue provision of training services for currently enrolled students up to the completion of their statutory required hours.

ARTICLE 8 DISPUTES, MEDIATION AND ARBITRATION

- 8.1 **Work to Continue.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this AGREEMENT, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue to diligently perform and provide services hereunder until completion or termination of the AGREEMENT. The DISTRICT and CONTRACTOR agree that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

- 8.2 **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.
- 8.3 **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
 - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
 - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
 - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
 - e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
 - f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 9 DISTRICT'S RESPONSIBILITIES

- 9.1 **District Provided Information.** The DISTRICT shall provide to the CONTRACTOR information regarding requirements for the Services.
- 9.2 **District Representative.** Saddleback College shall appoint a representative authorized to act on the DISTRICT'S behalf. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to requests submitted by the CONTRACTOR. Unless modified by written notice by the DISTRICT to the CONTRACTOR, the DISTRICT Representative is:

Anthony Teng, Dean, Division of Advanced Technology and Applied Sciences

- 9.3 **Notification.** The DISTRICT shall give prompt written notice to the CONTRACTOR if the DISTRICT becomes aware of any fault or defect in the services. However, the DISTRICT'S failure or omission to do so shall not relieve the CONTRACTOR of his/her responsibilities hereunder.
- 9.4 **Administrative Functions.** The DISTRICT shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion;
- a. it being understood that during such times as any DISTRICT student is in attendance in the CONTRACTOR'S school, such student will be subject to the CONTRACTOR'S rules and regulations relating to conduct, health, and safety; and operating procedures;
 - b. it being understood that disciplinary action leading to suspension or dismissal of a DISTRICT student shall be taken only by the DISTRICT after consultation with the CONTRACTOR.
 - c. The DISTRICT and the CONTRACTOR will ensure that ancillary and support services are provided for the students (e.g., counseling and guidance, placement assistance). These services will be provided by the DISTRICT and CONTRACTOR will ensure that students are aware of their availability.
- 9.5 **Financially Committed.** In the event that monies for the program are unavailable or exhausted, the CONTRACTOR'S school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the DISTRICT or the student.

ARTICLE 10 LOCATION EXCLUSIVITY

CONTRACTOR shall provide exclusive instructional services to Saddleback College students at the agreed upon location at 23565 Moulton Parkway, Suite B, Laguna Hills, CA 92653 and hereby agrees to not provide service to any other instructional institutions during the contract period for the aforementioned location. The District shall approve any move of location for exclusive instructional services to an area outside of the agreed upon service area as stipulated by the DISTRICT, or moves to a facility that does not meet the accommodation requirements listed within the RFQ&P. A violation of any provision in this Article shall constitute breach of this AGREEMENT and may be cause for termination. Students initially enrolled through Saddleback College or transferred from other instructional providers shall be subject to college enrollment guidelines. DISTRICT agrees that the CONTRACTOR may service their own students under a Private Pay arrangement.

ARTICLE 11 MISCELLANEOUS

- 11.1 **Affirmative Action.** CONTRACTOR agrees that CONTRACTOR will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2 **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the

satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR and CONTRACTOR'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services

- 11.3 **CONTRACTOR Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONTRACTOR, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONTRACTOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4 **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.5 **Employment with Public Agency.** No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.6 **Full Force of Remaining Contract.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 11.7 **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.8 **Independent Contractor.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR'S employees.
- 11.9 **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in

no way shall enlarge or diminish the rights or obligations of CONTRACTOR and DISTRICT hereunder.

- 11.10 **Non-Assignment.** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR. The sale or transfer of a majority membership interest in CONTRACTOR firm or the admission of new member to the CONTRACTOR firm which causes there to be a change in majority ownership and / or control of CONTRACTOR firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.
- 11.11 **Permits/Licenses.** CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12 **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13 **Communications** between the parties shall be sent to the following addresses:
- | | |
|----------------------------|---------------------------------|
| DISTRICT | CONTRACTOR |
| Priya Jerome | Kayla Takano |
| South Orange County | Saddleback Beauty Academy, Inc. |
| Community College District | 23565 Moulton Parkway, Suite B |
| 28000 Marguerite Parkway | Laguna Hills, CA 92653 |
| Mission Viejo, CA 92692 | |
| pjerome@socccd.edu | |
- 11.14 **Severability.** If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herein, but all remaining provisions will remain and continue in full force and effect.
- 11.15 **Entire AGREEMENT / Amendment.** The AGREEMENT documents consist of this AGREEMENT, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted in the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this AGREEMENT, (b) provisions set forth in any referenced attachments or exhibits to this AGREEMENT attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the AGREEMENT and any provisions set forth in any referenced attachments or exhibits to this AGREEMENT is intended to cooperate and be complementary; provided further,

however, that in the event of a conflict between the AGREEMENT and the provisions set forth in any referenced attachments or exhibits , the AGREEMENT shall control, unless the provisions set forth in any referenced attachments or exhibits to this AGREEMENT provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this AGREEMENT shall compliment the terms of this AGREEMENT.

- 11.16 **Binding AGREEMENT**. This Contract shall be valid and effective upon the approval of the Office of the Chancellor of the California Community Colleges. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

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

“DISTRICT”

South Orange County Community College District

“CONTRACTOR”

Saddleback Beauty Academy, Inc.

By: _____

Ann-Marie Gabel
Vice Chancellor, Business Services

By: _____

Kayla Takano
Owner

(Date)

(Date)

(Taxpayer number)

AGREEMENT - VOCATIONAL COSMETICIAN EDUCATION SERVICES, SADDLEBACK COLLEGE, SADDLEBACK BEAUTY ACADEMY, INC.

This AGREEMENT is made effective as of July 1, 2019 (the "Effective Date"), by and between the South Orange County Community College District, hereinafter called the "DISTRICT", and Saddleback Beauty Academy, Inc., 23565 Moulton Parkway, Suite B, Laguna Hills, CA 92653, hereinafter called "CONTRACTOR", for Saddleback College (the "College") campus having its principal place of business at 28000 Marguerite Parkway, Mission Viejo, CA 92692.

WHEREAS, the DISTRICT intends to provide, for the benefit of selected, eligible students of the DISTRICT, a vocation education program under the State Plan for Vocational Education and the Federal Carl Perkins Vocational and Applied Technology Educational Act, through this AGREEMENT with the CONTRACTOR, in order to prepare such students for the vocation of COSMETICIAN, it being understood that such program shall be so designed and conducted that it may lead to a California State License in COSMETICIAN for such students; and,

WHEREAS, the CONTRACTOR operates as a private, post-secondary, vocational school offering instruction and training in COSMETICIAN;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- 1.1 **Standard of Care.** CONTRACTOR shall provide the Services herein using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances.
- 1.2 **Article 5 Compliance.** The CONTRACTOR shall comply with all provisions of Article 5 (commencing at Section 8090) of Division 1, Part 6, Education Code, State of California, applicable to said CONTRACTOR'S school to which the DISTRICT'S students are to be assigned, including, but not limited to, the holding by CONTRACTOR of this valid certificate of course approval and a license as a private, post-secondary vocational school for COSMETICIAN instruction and training; it being agreed that:
 - a. The CONTRACTOR shall submit to the DISTRICT evidence of compliance with this certificate and license requirement prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school; and
 - b. The CONTRACTOR shall continue to operate such a school during the term of this Contract.
- 1.3 **Accreditation.** The CONTRACTOR'S school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations. The CONTRACTOR must attain accreditation with an accrediting agency recognized by the United States Office of Education no later than June 30, 2020.

- 1.4 **State and Federal Compliance.** The CONTRACTOR shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statutes including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for COSMETICIAN instruction and training.
- 1.5 **Maintain School.** The CONTRACTOR shall provide operate and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
- 1.6 **Higher Education Act of 1965.** The CONTRACTOR shall comply with applicable provisions of the Higher Education Act of 1965, as amended.
- a. Prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance.
 - b. The CONTRACTOR is responsible for notifying the DISTRICT when it loses Title IV eligibility. If the CONTRACTOR fails to notify the DISTRICT that it lost Title IV eligibility, the CONTRACTOR is liable for disbursements made to students.
- 1.7 **Title VI Compliance.** The CONTRACTOR shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance. "CONTRACTOR agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person." In addition, CONTRACTOR shall comply with Title IX of the Higher Education Act of 1972, Presidential Executive Order 11246 and subsequent amendments, and all applicable State and Federal Health and Safety regulations.
- 1.8 **Vocational Education Plan.** The DISTRICT and the CONTRACTOR shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which COSMETICIAN is a part.
- 1.9 **Records.** The CONTRACTOR shall maintain accurate records of attendance, grade reports, and progress for each student, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT;
- a. It being understood that such submittals may be upon a regular schedule and/or upon special requests; and
 - b. It being further understood that there shall be no release of information from such records to any party other than such representative(s).
 - c. CONTRACTOR shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the DISTRICT.
- 1.10 **Inspections.** The CONTRACTOR shall permit inspections by authorized representatives of the DISTRICT, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the CONTRACTOR'S school; it being understood

that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, if required, audit school records; interview students and others; and/or evaluate physical plant, instructional aids equipment, and classes in session.

ARTICLE 2 SCOPE OF CONTRACTOR'S SERVICES

CONTRACTOR shall provide and deliver all aspects of services related to the Cosmetology Instruction Services specified in the District's Request for Qualification & Proposal ("RFQ&P") No. 2079 referenced herein and made a part hereof, as Attachment A and the proposal ("Proposal") submitted by CONTRACTOR to District, dated March 01, 2019, referenced herein and made a part hereof, as Attachment B (Collectively, the "Services") to District. However, the Parties understand and agree that the services specified in the RFQ&P and/or Proposal are intended to cooperate and be complementary and shall be interpreted per the provisions in Article 10.15 of this AGREEMENT.

ARTICLE 3 ADDITIONAL CONTRACTOR SERVICES

This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the Parties hereto.

ARTICLE 4 TERM

- 4.1 **Term.** The term of this AGREEMENT shall be for a five (5) year period beginning on July 1, 2019 and ending on June 30, 2024 unless sooner terminated as provided herein.
- 4.2 **Renewal.** Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a "Requests for Qualifications and Proposals". After five years, there is no possibility for automatic renewal. The DISTRICT will send out the "Requests for Qualifications and Proposals" to interested parties at least thirty days prior to the expiration of the Term.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1 **Hold Harmless and Indemnification.** To the fullest extent permitted by law and as a material part of this agreement, CONTRACTOR shall hold harmless and indemnify South Orange County Community College District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against any and all claims, liabilities, losses, costs, damages, expenses and obligations, including reasonable attorney fees, arising from the acts and errors or omissions of CONTRACTOR or of persons acting on behalf of CONTRACTOR, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, CONTRACTOR shall hold harmless and indemnify South Orange County Community College District from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines and penalties, and extra-contractual liability. In no event shall the

District be liable for any loss of CONTRACTOR's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages.

The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties. Neither termination of this agreement nor completion of the acts to be performed under this Agreement shall release CONTRACTOR from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

- 5.2 **Contractor Insurance.** CONTRACTOR shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California, A.M. Best rated at least A: VII, and acceptable to DISTRICT, which will protect CONTRACTOR and DISTRICT from claims which may arise out of, or result from, CONTRACTOR'S actions or inactions relating to this AGREEMENT, whether such actions or inactions be by themselves or by any sub-CONTRACTOR, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include per services coverage for:
- a. Workers' Compensation and Employer's Liability insurance in accordance with the laws of the State of California. Coverage limits under the Workers' Compensation Insurance shall be in accordance with legal requirements; coverage limits under the Employers Liability insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000).
 - b. Commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate including coverage for the following:
 - i. Blanket Contractual
 - ii. Broad Form Property Damage
 - iii. Products & Completed Operations
 - iv. Personal Injury
 - c. Automobile Liability insurance with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence for "Any Auto".
 - d. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the Term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONTRACTOR retains a Sub-CONTRACTOR to complete any portion of CONTRACTOR'S duties, CONTRACTOR shall require any such Sub-CONTRACTOR to purchase and maintain insurance coverage as provided in this Section.

Failure of the CONTRACTOR to maintain policies of insurance in the minimum coverage limits set forth herein is a material breach of this AGREEMENT and grounds for immediate termination.

The CONTRACTOR and its Subcontractors shall, at all times during the Work, maintain the policies of insurance in the minimum coverage amounts set forth in the Agreement. The CONTRACTOR'S Commercial General Liability insurance and Automobile Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled, or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the CONTRACTOR shall deliver Certificates of Insurance for the CONTRACTOR and its Subcontractors evidencing the required insurance coverages, in the minimum coverage limits required by the Agreement and the District as the Certificate Holder, along with all required endorsements. Policies of insurance required of the CONTRACTOR and Subcontractors is primary; policies of insurance maintained by the District are excess and non-contributory to that of the CONTRACTOR'S/Subcontractor's policies of insurance.

All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the services governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other services of the CONTRACTOR.

ARTICLE 6 COMPENSATION AND TUITION

6.1 **Compensation.** For the initial two (2) year term of the AGREEMENT, the DISTRICT shall pay to the CONTRACTOR a fixed rate of \$4.50 for each hour of approved attendance by authorized students of the DISTRICT covered by this AGREEMENT. In addition to the base rate of \$4.50 for each hour of approved attendance by authorized students of the DISTRICT, for years three, four and five of the AGREEMENT, the DISTRICT will pay to the CONTRACTOR a not to exceed amount of \$0.48 per hour for performance-based incentives calculated per the criteria set forth below:

HOURLY RATE INCREASE IN ADDITION TO BASE RATE OF \$4.50	REQUIREMENT TO ATTAIN HOURLY RATE INCREASE INCENTIVE
\$.03	Years Associated with the DISTRICT (≥ 3 Years)
\$.02	Years Associated with the DISTRICT (≥ 5 Years)
\$.03	Years Associated with the DISTRICT (≥ 10 Years)
\$.15	Saddleback College Associates Degree Attainment (≥ 30 Students Annually)
\$.10	Saddleback College Certificate of Achievement Attainment (≥ 75 Students Annually)
\$.02	Promise Grant Students (≥ 60 Annually)
\$.03	Pell Grant Students (≥ 50 Annually)
\$.10	Student/Teacher Ratio (≤ 25:1)

- a. DISTRICT payments shall be made monthly, and shall be based upon a certification of the hours of such attendance during the previous calendar month at the CONTRACTOR'S place of instruction and training; it being agreed that each certification shall be on forms supplied by the DISTRICT, and shall be based upon daily records maintained by the CONTRACTOR, and subject to review and/or audit by an authorized representative of the DISTRICT.
 - b. The CONTRACTOR shall not be reimbursed for more than a total of six hundred (600) hours of instruction and training for any one student.
 - c. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the DISTRICT shall be responsible to the CONTRACTOR for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.
 - d. In the event that the DISTRICT determines that the total direct and indirect cost to provide the same six hundred (600) hour program of instruction and training, or a recognized portion thereof, or the tuition the CONTRACTOR charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the CONTRACTOR agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.
 - e. The CONTRACTOR asserts that eighty percent (80%) of the hourly rates represent direct instructional costs.
- 6.2 **Tuition.** Except as noted in this Contract, the CONTRACTOR shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.

ARTICLE 7 TERMINATION

- 7.1 It is agreed that either Party to this Contract may terminate the Contract at the end of any enrollment term by giving sixty (60) calendar days prior written notice to the other Party; it is also agreed that at the time of termination of this Contract neither party shall have any obligation to the other Party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination.

ARTICLE 8 DISPUTES, MEDIATION AND ARBITRATION

- 8.1 **Work to Continue.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this AGREEMENT, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue to diligently perform and provide services hereunder until completion or termination of the AGREEMENT. The DISTRICT and CONTRACTOR agree that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 8.2 **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.

- 8.3 **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
 - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
 - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
 - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
 - e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
 - f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 9 DISTRICT'S RESPONSIBILITIES

- 9.1 **District Provided Information.** The DISTRICT shall provide to the CONTRACTOR information regarding requirements for the Services.
- 9.2 **District Representative.** Saddleback College shall appoint a representative authorized to act on the DISTRICT'S behalf. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to requests submitted by the CONTRACTOR. Unless modified by written notice by the DISTRICT to the CONTRACTOR, the DISTRICT Representative is:

Anthony Teng, Dean, Division of Advanced Technology and Applied Sciences

- 9.3 **Notification.** The DISTRICT shall give prompt written notice to the CONTRACTOR if the DISTRICT becomes aware of any fault or defect in the services. However, the DISTRICT'S failure or omission to do so shall not relieve the CONTRACTOR of his/her responsibilities hereunder.
- 9.4 **Administrative Functions.** The DISTRICT shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion;
- a. it being understood that during such times as any DISTRICT student is in attendance in the CONTRACTOR'S school, such student will be subject to the CONTRACTOR'S rules and regulations relating to conduct, health, and safety; and operating procedures;
 - b. it being understood that disciplinary action leading to suspension or dismissal of a DISTRICT student shall be taken only by the DISTRICT after consultation with the CONTRACTOR.
 - c. The DISTRICT and the CONTRACTOR will ensure that ancillary and support services are provided for the students (e.g., counseling and guidance, placement assistance). These services will be provided by the DISTRICT and CONTRACTOR will ensure that students are aware of their availability.
- 9.5 **Financially Committed.** In the event that monies for the program are unavailable or exhausted, the CONTRACTOR'S school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the DISTRICT or the student.

ARTICLE 10 LOCATION EXCLUSIVITY

CONTRACTOR shall provide exclusive instructional services to Saddleback College students at the agreed upon location at 23565 Moulton Parkway, Suite B, Laguna Hills, CA 92653 and hereby agrees to not provide service to any other instructional institutions during the contract period for the aforementioned location. The District shall approve any move of location for exclusive instructional services to an area outside of the agreed upon service area as stipulated by the DISTRICT, or moves to a facility that does not meet the accommodation requirements listed within the RFQ&P. A violation of any provision in this Article shall constitute breach of this AGREEMENT and may be cause for termination. Students initially enrolled through Saddleback College or transferred from other instructional providers shall be subject to college enrollment guidelines. DISTRICT agrees that the CONTRACTOR may service their own students under a Private Pay arrangement.

ARTICLE 11 MISCELLANEOUS

- 11.1 **Affirmative Action.** CONTRACTOR agrees that CONTRACTOR will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2 **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to

CONTRACTOR and CONTRACTOR'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services

- 11.3 **CONTRACTOR Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONTRACTOR, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONTRACTOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4 **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.5 **Employment with Public Agency.** No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.6 **Full Force of Remaining Contract.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 11.7 **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.8 **Independent Contractor.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR'S employees.
- 11.9 **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONTRACTOR and DISTRICT hereunder.

- 11.10 **Non-Assignment.** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR. The sale or transfer of a majority membership interest in CONTRACTOR firm or the admission of new member to the CONTRACTOR firm which causes there to be a change in majority ownership and / or control of CONTRACTOR firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.
- 11.11 **Permits/Licenses.** CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12 **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13 **Communications** between the parties shall be sent to the following addresses:
- | | |
|----------------------------|---------------------------------|
| DISTRICT | CONTRACTOR |
| Priya Jerome | Kayla Takano |
| South Orange County | Saddleback Beauty Academy, Inc. |
| Community College District | 23565 Moulton Parkway, Suite B |
| 28000 Marguerite Parkway | Laguna Hills, CA 92653 |
| Mission Viejo, CA 92692 | |
| dfitzsimons@socccd.edu | |
- 11.14 **Severability.** If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herein, but all remaining provisions will remain and continue in full force and effect.
- 11.15 **Entire AGREEMENT/Amendment.** The AGREEMENT documents consist of this AGREEMENT, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted in the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this AGREEMENT, (b) provisions set forth in any referenced attachments or exhibits to this AGREEMENT attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the AGREEMENT and any provisions set forth in any referenced attachments or exhibits to this AGREEMENT is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the AGREEMENT and the provisions set forth in any referenced attachments or exhibits , the AGREEMENT shall control, unless the provisions set

forth in any referenced attachments or exhibits to this AGREEMENT provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this AGREEMENT shall compliment the terms of this AGREEMENT.

- 11.16 **Binding AGREEMENT**. This Contract shall be valid and effective upon the approval of the Office of the Chancellor of the California Community Colleges. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party with respect to the terms of this AGREEMENT.

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

“DISTRICT”

South Orange County Community College District

“CONTRACTOR”

Saddleback Beauty Academy, Inc.

By: _____
Ann-Marie Gabel
Vice Chancellor, Business Services

By: _____
Kayla Takano
Owner

(Date)

(Date)

(Taxpayer number)_____

AGREEMENT - VOCATIONAL COSMETOLOGY EDUCATION SERVICES, SADDLEBACK COLLEGE, ADVANCE BEAUTY COLLEGE, INC.

This AGREEMENT is made effective as of July 1, 2019 (the "Effective Date"), by and between the South Orange County Community College District, hereinafter called the "DISTRICT", and Advance Beauty College, Inc., 25332 McIntyre Street, Laguna Hills, CA 92653, hereinafter called "CONTRACTOR", for Saddleback College (the "College") campus having its principal place of business at 28000 Marguerite Parkway, Mission Viejo, CA 92692.

WHEREAS, the DISTRICT intends to provide, for the benefit of selected, eligible students of the DISTRICT, a vocation education program under the State Plan for Vocational Education and the Federal Carl Perkins Vocational and Applied Technology Educational Act, through this AGREEMENT with the CONTRACTOR, in order to prepare such students for the vocation of COSMETOLOGY, it being understood that such program shall be so designed and conducted that it may lead to a California State License in COSMETOLOGY for such students; and,

WHEREAS, the CONTRACTOR operates as a private, post-secondary, vocational school offering instruction and training in COSMETOLOGY;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- 1.1 **Standard of Care.** CONTRACTOR shall provide the Services herein using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances.
- 1.2 **Article 5 Compliance.** The CONTRACTOR shall comply with all provisions of Article 5 (commencing at Section 8090) of Division 1, Part 6, Education Code, State of California, applicable to said CONTRACTOR'S school to which the DISTRICT'S students are to be assigned, including, but not limited to, the holding by CONTRACTOR of this valid certificate of course approval and a license as a private, post-secondary vocational school for instruction and training in COSMETOLOGY; it being agreed that:
 - a. The CONTRACTOR shall submit to the DISTRICT evidence of compliance with this certificate and license requirement prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school; and
 - b. The CONTRACTOR shall continue to operate such a school during the term of this Contract.
- 1.3 **Accreditation.** The CONTRACTOR'S school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations. The CONTRACTOR must attain accreditation with an accrediting agency recognized by the United States Office of Education no later than June 30, 2020.

- 1.4 **State and Federal Compliance.** The CONTRACTOR shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statutes including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for instruction and training in COSMETOLOGY.
- 1.5 **Maintain School.** The CONTRACTOR shall provide, operate and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
- 1.6 **Higher Education Act of 1965.** The CONTRACTOR shall comply with applicable provisions of the Higher Education Act of 1965, as amended.
- a. Prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance.
 - b. The CONTRACTOR is responsible for notifying the DISTRICT when it loses Title IV eligibility. If the CONTRACTOR fails to notify the DISTRICT that it lost Title IV eligibility, the CONTRACTOR is liable for disbursements made to students.
- 1.7 **Title VI Compliance.** The CONTRACTOR shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR'S school, shall submit to the DISTRICT evidence of such compliance. "CONTRACTOR agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person." In addition, CONTRACTOR shall comply with Title IX of the Higher Education Act of 1972, Presidential Executive Order 11246 and subsequent amendments, and all applicable State and Federal Health and Safety regulations.
- 1.8 **Vocational Education Plan.** The DISTRICT and the CONTRACTOR shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which COSMETOLOGY is a part.
- 1.9 **Records.** The CONTRACTOR shall maintain accurate records of attendance, grade reports, and progress for each student, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT;
- a. It being understood that such submittals may be upon a regular schedule and/or upon special requests; and
 - b. It being further understood that there shall be no release of information from such records to any party other than such representative(s).
 - c. CONTRACTOR shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the DISTRICT.
- 1.10 **Inspections.** The CONTRACTOR shall permit inspections by authorized representatives of the DISTRICT, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the CONTRACTOR'S school; it being understood

that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, if required, audit school records; interview students and others; and/or evaluate physical plant, instructional aids equipment, and classes in session.

ARTICLE 2 SCOPE OF CONTRACTOR'S SERVICES

CONTRACTOR shall provide and deliver all aspects of services related to the Cosmetology Instruction Services specified in the District's Request for Qualification & Proposal ("RFQ&P") No. 2079 referenced herein and made a part hereof, as Attachment A and the proposal ("Proposal") submitted by CONTRACTOR to District, dated March 01, 2019, referenced herein and made a part hereof, as Attachment B (Collectively, the "Services") to District. However, the Parties understand and agree that the services specified in the RFQ&P and/or Proposal are intended to cooperate and be complementary and shall be interpreted per the provisions in Article 10.15 of this AGREEMENT.

ARTICLE 3 ADDITIONAL CONTRACTOR SERVICES

This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the Parties hereto.

ARTICLE 4 TERM

- 4.1 **Term.** The term of this AGREEMENT shall be for a five (5) year period beginning on July 1, 2019 and ending on June 30, 2024 unless sooner terminated as provided herein.
- 4.2 **Renewal.** Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a "Requests for Qualifications and Proposals". After five years, there is no possibility for automatic renewal. The DISTRICT will send out the "Requests for Qualifications and Proposals" to interested parties at least thirty days prior to the expiration of the Term.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1 **Hold Harmless and Indemnification.** To the fullest extent permitted by law and as a material part of this agreement, CONTRACTOR shall hold harmless and indemnify South Orange County Community College District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against any and all claims, liabilities, losses, costs, damages, expenses and obligations, including reasonable attorney fees, arising from the acts and errors or omissions of CONTRACTOR or of persons acting on behalf of CONTRACTOR, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, CONTRACTOR shall hold harmless and indemnify South Orange County Community College District from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines and penalties, and extra-contractual liability. In no event shall the

District be liable for any loss of CONTRACTOR's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages.

The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties. Neither termination of this agreement nor completion of the acts to be performed under this Agreement shall release CONTRACTOR from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

- 5.2 **Contractor Insurance.** CONTRACTOR shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California, A.M. Best rated at least A-VII, and acceptable to DISTRICT, which will protect CONTRACTOR and DISTRICT from claims which may arise out of, or result from, CONTRACTOR'S actions or inactions relating to this AGREEMENT, whether such actions or inactions be by themselves or by any sub-CONTRACTOR, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include per services coverage for:
- a. Workers' Compensation and Employer's Liability insurance in accordance with the laws of the State of California. Coverage limits under the Workers' Compensation Insurance shall be in accordance with legal requirements; coverage limits under the Employers Liability insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000).
 - b. Commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate including coverage for the following:
 - i. Blanket Contractual
 - ii. Broad Form Property Damage
 - iii. Products & Completed Operations
 - iv. Personal Injury
 - c. Automobile Liability insurance with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence for "Any Auto".
 - d. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the Term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONTRACTOR retains a Sub-CONTRACTOR to complete any portion of CONTRACTOR'S duties, CONTRACTOR shall require any such Sub-CONTRACTOR to purchase and maintain insurance coverage as provided in this Section.

Failure of the CONTRACTOR to maintain policies of insurance in the minimum coverage limits set forth herein is a material breach of this AGREEMENT and grounds for immediate termination.

The CONTRACTOR and its Subcontractors shall, at all times during the Work, maintain the policies of insurance in the minimum coverage amounts set forth in the Agreement. The CONTRACTOR'S Commercial General Liability insurance and Automobile Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled, or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the CONTRACTOR shall deliver Certificates of Insurance for the CONTRACTOR and its Subcontractors evidencing the required insurance coverages, in the minimum coverage limits required by the Agreement and the District as the Certificate Holder, along with all required endorsements. Policies of insurance required of the CONTRACTOR and Subcontractors is primary; policies of insurance maintained by the District are excess and non-contributory to that of the CONTRACTOR'S/Subcontractor's policies of insurance.

All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the services governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other services of the CONTRACTOR.

ARTICLE 6 COMPENSATION AND TUITION

6.1 **Compensation.** For the initial two (2) year term of the AGREEMENT, the DISTRICT shall pay to the CONTRACTOR a fixed rate of \$5.00 for each hour of approved attendance by authorized students of the DISTRICT covered by this AGREEMENT. In addition to the base rate of \$5.00 for each hour of approved attendance by authorized students of the DISTRICT, for years three, four and five of the AGREEMENT, the DISTRICT will pay to the CONTRACTOR a not to exceed amount of \$0.48 per hour for performance-based incentives calculated per the criteria set forth below:

HOURLY RATE INCREASE IN ADDITION TO BASE RATE OF \$5.00	REQUIREMENT TO ATTAIN HOURLY RATE INCREASE INCENTIVE
\$.03	Years Associated with the DISTRICT (≥ 3 Years)
\$.02	Years Associated with the DISTRICT (≥ 5 Years)
\$.03	Years Associated with the DISTRICT (≥ 10 Years)
\$.15	Saddleback College Associates Degree Attainment (≥ 30 Students Annually)
\$.10	Saddleback College Certificate of Achievement Attainment (≥ 75 Students Annually)
\$.02	Promise Grant Students (≥ 60 Annually)
\$.03	Pell Grant Students (≥ 50 Annually)
\$.10	Student/Teacher Ratio (≤ 25:1)

- a. DISTRICT payments shall be made monthly, and shall be based upon a certification of the hours of such attendance during the previous calendar month at the CONTRACTOR'S place of instruction and training; it being agreed that each certification shall be on forms supplied by the DISTRICT, and shall be based upon daily records maintained by the CONTRACTOR, and subject to review and/or audit by an authorized representative of the DISTRICT.
 - b. The CONTRACTOR shall not be reimbursed for more than a total of sixteen hundred (1,600) hours of instruction and training for any one student.
 - c. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the DISTRICT shall be responsible to the CONTRACTOR for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.
 - d. In the event that the DISTRICT determines that the total direct and indirect cost to provide the same sixteen hundred (1,600) hour program of instruction and training, or a recognized portion thereof, the tuition the CONTRACTOR charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the CONTRACTOR agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.
 - e. The CONTRACTOR asserts that eighty percent (80%) of the hourly rates represent direct instructional costs.
- 6.2 **Tuition.** Except as noted in this Contract, the CONTRACTOR shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.

ARTICLE 7 TERMINATION

- 7.1 It is agreed that either Party to this AGREEMENT may terminate the AGREEMENT at the end of any enrollment term by giving sixty (60) calendar days prior written notice to the other Party; it is also agreed that at the time of termination of this AGREEMENT neither party shall have any obligation to the other Party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination. If the AGREEMENT is terminated, the CONTRACTOR must continue provision of training services for currently enrolled students up to the completion of their statutory required hours.

ARTICLE 8 DISPUTES, MEDIATION AND ARBITRATION

- 8.1 **Work to Continue.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this AGREEMENT, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue to diligently perform and provide services hereunder until completion or termination of the AGREEMENT. The DISTRICT and CONTRACTOR agree that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

- 8.2 **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.
- 8.3 **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
 - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
 - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
 - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
 - e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
 - f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 9 DISTRICT'S RESPONSIBILITIES

- 9.1 **District Provided Information.** The DISTRICT shall provide to the CONTRACTOR information regarding requirements for the Services.
- 9.2 **District Representative.** Saddleback College shall appoint a representative authorized to act on the DISTRICT'S behalf. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to requests submitted by the CONTRACTOR. Unless modified by written notice by the DISTRICT to the CONTRACTOR, the DISTRICT Representative is:

Anthony Teng, Dean, Division of Advanced Technology and Applied Sciences

- 9.3 **Notification.** The DISTRICT shall give prompt written notice to the CONTRACTOR if the DISTRICT becomes aware of any fault or defect in the services. However, the DISTRICT'S failure or omission to do so shall not relieve the CONTRACTOR of his/her responsibilities hereunder.
- 9.4 **Administrative Functions.** The DISTRICT shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion;
- a. it being understood that during such times as any DISTRICT student is in attendance in the CONTRACTOR'S school, such student will be subject to the CONTRACTOR'S rules and regulations relating to conduct, health, and safety; and operating procedures;
 - b. it being understood that disciplinary action leading to suspension or dismissal of a DISTRICT student shall be taken only by the DISTRICT after consultation with the CONTRACTOR.
 - c. The DISTRICT and the CONTRACTOR will ensure that ancillary and support services are provided for the students (e.g., counseling and guidance, placement assistance). These services will be provided by the DISTRICT and CONTRACTOR will ensure that students are aware of their availability.
- 9.5 **Financially Committed.** In the event that monies for the program are unavailable or exhausted, the CONTRACTOR'S school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the DISTRICT or the student.

ARTICLE 10 LOCATION EXCLUSIVITY

CONTRACTOR shall provide exclusive instructional services to Saddleback College students at the agreed upon location at 25332 McIntyre Street, Laguna Hills, CA 92653 and hereby agrees to not provide service to any other instructional institutions during the contract period for the aforementioned location. The District shall approve any move of location for exclusive instructional services to an area outside of the agreed upon service area as stipulated by the DISTRICT, or moves to a facility that does not meet the accommodation requirements listed within the RFQ&P. A violation of any provision in this Article shall constitute breach of this AGREEMENT and may be cause for termination. Students initially enrolled through Saddleback College or transferred from other instructional providers shall be subject to college enrollment guidelines. DISTRICT agrees that the CONTRACTOR may service their own students under a Private Pay arrangement.

ARTICLE 11 MISCELLANEOUS

- 11.1 **Affirmative Action.** CONTRACTOR agrees that CONTRACTOR will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2 **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the

satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR and CONTRACTOR'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services

- 11.3 **CONTRACTOR Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONTRACTOR, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONTRACTOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4 **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.5 **Employment with Public Agency.** No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.6 **Full Force of Remaining Contract.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 11.7 **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.8 **Independent Contractor.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR'S employees.
- 11.9 **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in

no way shall enlarge or diminish the rights or obligations of CONTRACTOR and DISTRICT hereunder.

- 11.10 **Non-Assignment.** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR. The sale or transfer of a majority membership interest in CONTRACTOR firm or the admission of new member to the CONTRACTOR firm which causes there to be a change in majority ownership and / or control of CONTRACTOR firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.
- 11.11 **Permits/Licenses.** CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12 **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13 **Communications** between the parties shall be sent to the following addresses:
- | | |
|----------------------------|------------------------------|
| DISTRICT | CONTRACTOR |
| Priya Jerome | Linh Nguyen |
| South Orange County | Advance Beauty College, Inc. |
| Community College District | 25332 McIntyre Street |
| 28000 Marguerite Parkway | Laguna Hills, CA 92653 |
| Mission Viejo, CA 92692 | |
| pjerome@socccd.edu | |
- 11.14 **Severability.** If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herein, but all remaining provisions will remain and continue in full force and effect.
- 11.15 **Entire AGREEMENT / Amendment.** The AGREEMENT documents consist of this AGREEMENT, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted in the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this AGREEMENT, (b) provisions set forth in any referenced attachments or exhibits to this AGREEMENT attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the AGREEMENT and any provisions set forth in any referenced attachments or exhibits to this AGREEMENT is intended to cooperate and be complementary; provided further,

however, that in the event of a conflict between the AGREEMENT and the provisions set forth in any referenced attachments or exhibits , the AGREEMENT shall control, unless the provisions set forth in any referenced attachments or exhibits to this AGREEMENT provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this AGREEMENT shall compliment the terms of this AGREEMENT.

- 11.16 **Binding AGREEMENT**. This Contract shall be valid and effective upon the approval of the Office of the Chancellor of the California Community Colleges. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

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

“DISTRICT”

South Orange County Community College District

“CONTRACTOR”

Advance Beauty College, Inc.

By: _____

Ann-Marie Gabel
Vice Chancellor, Business Services

By: _____

Linh Nguyen
Vice President

(Date)

(Date)

(Taxpayer number)



Request for Qualifications & Proposals No. 2079
Cosmetology and Cosmetician Instruction Services for Saddleback College

Submittals

South Orange County Community College District

May 20, 2019

COMPANY NAME	CITY	SERVICES	RATING	FEES
SANTA ANA BEAUTY ACADEMY, INC.	Santa Ana, CA	Cosmetology and Cosmetician	73	\$4.35
NEW AMERICA BEAUTY EDUCATION CORP., DBA HAIR CALIFORNIA BEAUTY ACADEMY	Orange, CA	Cosmetology and Cosmetician	87	\$4.50
SADDLEBACK BEAUTY ACADEMY, INC.	Laguna Hills, CA	Cosmetology and Cosmetician	83	\$4.50
ADVANCE BEAUTY COLLEGE, INC.	Laguna Hills, CA	Cosmetician	72	\$5.00

TO: Board of Trustees**FROM:** Kathleen F. Burke, Chancellor**RE:** SOCCCD: Saddleback College Community Education, Emeritus Institute, and K-12 Partnerships Memorandum of Understanding with Saddleback Valley Unified School District (SVUSD)**ACTION:** Approval

BACKGROUND

On June 8, 2016, SOCCCD entered into an agreement to transition the Adult Education Program from Saddleback Valley Unified School District (SVUSD) to Saddleback College, including facilities use (EXHIBIT A). According to Section 11 of the agreement, purchases made with Adult Education Maintenance of Effort (MOE) funds and housed at SVUSD will remain the property of SVUSD and be supported as such. In accordance with this provision SVUSD and Saddleback College committed to using Adult Education MOE funds to upgrade the classroom technology and furniture (hereafter referred to as materials) at Silverado High School to enhance the instruction and learning environment. Purchase of such materials was undertaken in good faith by SVUSD based upon verbal commitments made by Saddleback College former management employees.

STATUS

In order to effectuate the payment for the materials as verbally agreed upon by both entities, a Memorandum of Understanding (MOU) is being presented to the Board for approval. This MOU (EXHIBIT B) covers the District's share of the material cost of \$241,182.82, which represents the District's share of the total \$650,222 upgrade cost. Furthermore the MOU acknowledges the mutual benefits in providing next generation learning spaces for students at the Saddleback College Adult Education site on the campus of Silverado High School.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Memorandum of Understanding with the Saddleback Valley Unified School District for a total of \$241,182.82 for the upgrade of classroom technology and furniture.

**AGREEMENT REGARDING TRANSITION OF ADULT EDUCATION PROGRAMS
FROM SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
TO SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ON BEHALF OF
SADDLEBACK COLLEGE**

1. **Parties.** The parties to this Agreement are Saddleback Valley Unified School District ("SVUSD") and South Orange County Community College District (SOCCCD) on behalf of Saddleback College ("Saddleback"). SVUSD and Saddleback are referred to herein as "Party" and collectively as "Parties." Additionally, students will have the opportunity to further their learning within their community with streamlined access to the Saddleback College campus programs.
2. **Effective Date.** This Agreement shall be effective upon the approval or ratification by the Boards of Trustees of both Parties, and shall remain in effect until terminated by either Party.
3. **Purpose.** The purpose of this Agreement is to set forth the understandings of the Parties with respect to the transition of SVUSD's Adult Education Programs ("Programs") to Saddleback. This collaboration benefits the student populations by providing accelerated learning opportunities for adults, including those with disabilities, by offering non-credit pathways leading to a high school diploma or an equivalency certificate, workforce preparation classes including English as a Second Language ("ESL") and Citizenship, and career technical education programs that enhance employment potential.
4. **Time Frame.** As of the 2015-2016 school year and thereafter, the Programs shall be the sole responsibility of Saddleback.
5. **Programs.** The specific Programs that are the subject of the Agreement include the following:
 - (a) **High School Equivalency.** This will include providing for the administration of the HISET test.
 - (b) **ESL.**
 - (c) **Citizenship.**
 - (d) **Adult Basic Education (Basic Skills).** This will include the development of a pipeline from Basic Skills to College non-credit and credit classes.
 - (e) **High School Diploma.** There will be a collaboration with the Orange County Department of Education to offer a High School Diploma Program with Saddleback.
 - (f) **Career Technical Education ("CTE").** It is expected that there will be development of a pipeline from ESL to College non-credit and credit classes. Also, there will curriculum development in other non-credit programs in areas of high-employment potential.
 - (g) **Fee-Based Programs.** There will be a transition of related Adult Fee-Based programs to Saddleback.
 - (h) **Adults with Disabilities ("AWD").** There is expected to be collaboration with non-profit AWD providers for programs that fall outside of SVUSD's continued AWD program.
 - (i) **Other Program Areas.** Other programs, not included in AB 86, but slated for expansion in AB 104, include adult programs in parenting, parent cooperative preschools, child growth and development, parent-child relationships, and programs for older adults.
6. **Facilities.** The Parties agree to share office space, classrooms, labs, equipment, supplies, and administrative services at the Silverado High School Campus. SVUSD will use \$40,000.00 of Maintenance of Effort ("MOE") funds for facilities use fees for 2015-2016 and 2016-2017. Subsequent years will be based on available AEBG funding for Programs under this Agreement. Saddleback will offer the majority of programing at the Silverado High School Campus in Mission Viejo, CA and may expand to additional campuses based on community need.

**AGREEMENT REGARDING TRANSITION OF ADULT EDUCATION PROGRAMS.
FROM SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
TO SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ON BEHALF OF
SADDLEBACK COLLEGE**

7. **Budget/Costs and Payments.** For MOE: In addition to the Facilities Use Fees as noted above, MOE will support ongoing Adults with Disabilities ("AWD") programming offered by SVUSD. Twenty percent (20%) of SVUSD's Adult Education staff salaries will be maintained by MOE funding and the remaining MOE funds will be dispersed to Saddleback for Adult Education programs. MOE will support Adult Education efforts for 2015-2016 and 2016-2017. Continued funding for subsequent years will be based on available AEBG funding for Programs under this Agreement.

For Workforce Investment Act ("WIA"): Saddleback plans to apply for WIOA funding when the application becomes available.

For Adult Education Block Grant ("AEBG"): Funding will be used and planning and reporting will be in partnership with Saddleback to ensure continuity of programs for year 2015-2016 and beyond.

8. **Instructional and Staff Hires.** Saddleback will offer full-time and part-time faculty positions in various Program areas as curriculum becomes state-approved and courses are offered. Courses pending state approved curriculum, and all staff positions, before occupied by an incumbent who attains permanent status, will be offered as professional experts or Program Specialists.

9. **Professional Development.** Professional development activities will be coordinated by Saddleback for faculty and staff.

10. **Registration Software.** SVUSD will provide the needed communication to the current registration provider, Administrative Software Applications, Inc., ensuring that Saddleback receives and maintains access to historical records previously held by SVUSD.

11. **Purchases.** Purchases made with MOE funds and housed at SVUSD will remain the property of SVUSD and be supported as such.

12. **Planning Structure.** SVUSD's Director of Secondary Education and Principal of Alternative Education will serve as the SVUSD's Liaisons for the Adult Education collaboration with Saddleback. In this capacity, the Liaison will actively participate in meetings and on committees that plan and coordinate programming to best serve the interests of the adult school community. Saddleback's Dean of Community Education, Emeritus Institute, and K-12 Partnerships will serve as Saddleback's Liaison.

13. **Release, Indemnification and Hold Harmless.**

(a) Saddleback shall indemnify and hold harmless SVUSD, and its officers, employees, and representatives, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the performance of this Agreement, caused in whole or in part by any negligent act or omission of Saddleback, or of any subcontractor, agent, or employee of Saddleback, except to the extent caused by the negligence or willful misconduct of the SVUSD.

(b) SVUSD shall indemnify and hold harmless Saddleback, and its officers, employees, and representatives, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the performance of this Agreement, caused in whole or in part by any negligent act or omission of SVUSD, or of any subcontractor, agent, or employee of SVUSD, except to the extent caused by the negligence or willful misconduct of Saddleback.

14. **FERPA.** Neither Party may release non-directory or personally identifiable information about a student to a third party, including students' parents, without the student's written authorization or as otherwise permitted by law. Among the types of information that may not be released without the student's written authorization, or as otherwise permitted by law, are the following:

- Student number
- Grades/Exam Scores
- Grade Point Average

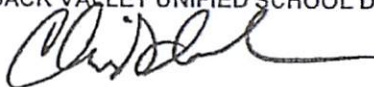
AGREEMENT REGARDING TRANSITION OF ADULT EDUCATION PROGRAMS
FROM SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
TO SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ON BEHALF OF
SADDLEBACK COLLEGE

- Social Security Number
- Parent Address/Phone
- Detail of Registration Information (i.e., courses, times)
- Race, Ethnicity, or Nationality
- Gender
- Date of Birth
- Total Credits
- Number of Credits Enrolled in a Quarter
- Emergency Contact

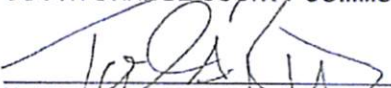
15. Amendment. This Agreement may be amended only by mutual consent of each Party, as evidenced by the majority votes of the Parties' respective Board of Trustees.

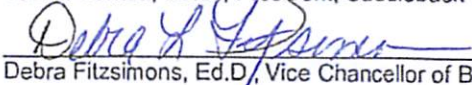
IN WITNESS WHEREOF, the Parties have executed this Agreement signifying approval or ratification by each Party's respective Board of Trustees.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT


Date 6-7-16
Clint Harwick Ed.D., Superintendent, Saddleback Valley Unified School District

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT


Date 6-7-16
Tod A. Burnett, Ed.D., President, Saddleback College


Date 6-8-16
Debra Fitzsimons, Ed.D., Vice Chancellor of Business Services

**Memorandum of Understanding
Between
Saddleback Valley Unified School District ("SVUSD")**

**And
South Orange County Community College District ("SOCCCD")**

Saddleback Valley Unified School District ("SVUSD") and South Orange County Community College District ("SOCCCD") have a mutual interest in providing next generation learning spaces for students. The parties agree to upgrade classroom technology and furniture on the following school site:

Silverado High School
25632 Peter A. Hartman Way
Mission Viejo, CA 92691

SOCCCD utilizes the classrooms on the Silverado High School campus for their Adult Education Program. This usage represents 60% of the instructional day.

The total project cost of upgrading the Silverado High School classrooms with technology and flexible furniture is \$650,222. SOCCCD's share of the project cost is \$241,181.82 (approximately 37%).

SVUSD will submit a summary of the final project costs including supporting documentation along with the invoice to SOCCCD in the amount of \$241,182.82.

**SADDLEBACK VALLEY UNIFIED
SCHOOL DISTRICT**

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT**

Name

Name

Title

Title

Signature

Date

Signature

Date



Saddleback Valley Unified School District

25631 Peter A. Hartman Way
Mission Viejo, CA 92691-3142
Phone: (949) 586-1234

SADDLEBACK COLLEGE
ACCOUNTS PAYABLE
28000 MARGARITE PKWY
MISSION VIEJO, CA 92692

ACCT ID: C8300259 BA
INVOICE NUMBER: 83LI2218
DIVISION: 83GN
TERM: 1718
INVOICE DATE: 06/19/18
DUE DATE: 07/20/18
AMOUNT DUE \$241,181.82

Item	Qty	Unit Amt	Ref. #	Account	Description	Amount
1	1	241,181.82		1135400041 8590	ADULT ED SITE IMPROVEMENTS ADULT EDUCATION PROGRAM AT SILVERADO HIGH SCHOOL: SITE IMPROVEMENTS FOR THE BENEFIT OF THE ADULT ED PROGRAM FACILITATED BY SADDLEBACK COLLEGE ON SVUSD'S SILVERADO HIGH SCHOOL CAMPUS, 25632 PETER A HARTMAN WAY, MISSION VIEJO CA. THIS BALANCE IS IN EXCESS OF SVUSD'S ADULT EDUCATION BLOCK GRANT FUNDING. PER THE AGREEMENT BETWEEN SVUSD AND SADDLEBACK COLLEGE THE BALANCE IS TO BE PAID BY SADDLEBACK COLLEGE CONSORTIUM FUNDS	241,181.82
INVOICE TOTAL						\$241,181.82

Please remit a copy with payment-Thank You

Remit to: Saddleback Valley Unified School District
25631 Peter A. Hartman Way
Mission Viejo, CA 92691-3142

If questions, please contact:
Jean Serich
949-580-3343

Account ID C8300259
Account Name SADDLEBACK COLLEGE
Invoice Number 83LI2218
DIV: 83GN
TERM: 1718
Due Date 07/20/18
Amount Due \$241,181.82
Amount Paid \$ _____

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College Community Education, Emeritus Institute, and K-12 Partnership Facility Use Agreement with Saddleback Valley Unified School District (SVUSD) Amendment No. 01)

ACTION: Approval

BACKGROUND

On March 25, 2019, the Board of Trustees approved a Facilities Use Agreement between SOCCCD (District) and Saddleback Valley Unified School District (SVUSD) to secure ongoing usage of the SVUSD facilities for continued programming as part of the California Adult Education Program. This Facilities Use Agreement (FUA) was board approved for a facility use fee of \$609,000 for 210 days through the entirety of the agreement term starting July 1, 2018 through June 30, 2023 as seen in EXHIBIT B. In order to correspond with the amount and days approved by the SVUSD Board, an administrative change to the annual agreement was made changing the annual value from \$116,000 per year (for 200 days) to \$121,800 per year (for 210 days). The total approved amount for the entire term of the agreement did not change.

STATUS

Since the approval of the FUA, ongoing negotiations have occurred to include SVUSD provided custodial services, improvements to their facilities upon District's request as needed, and shared use of District's resources located at their site. Amendment No. 01 (EXHIBIT A) allows for the accommodation of the following additions to the FUA:

1. Include custodial services not to exceed \$40,000 per year for an amount not to exceed \$200,000.
2. Include improvements to property as requested by District. Cost of such improvements shall be established based on the actual cost of improvement as incurred by SVUSD and shall be paid as a pass through cost.
3. Allow for the shared use of District resources.

This Amendment No. 01 will be effective May 21, 2019 through June 30, 2023 and for a value not to exceed \$200,000 for custodial services and for any additional costs related to District requested property improvements as incurred through the term of the amendment.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Facility Use Agreement Amendment No. 01 with the Saddleback Valley Unified School District for the use of facilities from May 21, 2019 through June 30, 2023 to include custodial services for a not to exceed value of \$200,000 and for any additional costs related to District requested property improvements as incurred through the term of the amendment.



**AMENDMENT NO. 01
TO THE Off- Site Facility Use AGREEMENT
AT SADDLEBACK COLLEGE**

THIS AMENDMENT shall modify the original agreement, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District," and Saddleback Valley Unified School District hereinafter referred to as "Property Owner".

WHEREAS, Article 13. Entire Understanding of the original agreement provides that no waiver of modification of any of the terms hereof shall be valid unless in writing and signed by both parties;

WHEREAS, the original agreement needs to be amended to include provisions for Property Owner provided custodial support and services;

WHEREAS, the original agreement requires an additional provision to cover Property Owner roles, accommodations and responsibilities for District requested improvements to the property;

WHEREAS, the original agreement requires the addition of the Shared Use of District Resources clause;

NOW, THEREFORE, the Parties agree as follows:

1. Add New **Article 15. Custodial Support and Services**: Property Owner shall provide, on an ongoing and consistent basis, sufficient number of custodians through the term of the Agreement to perform the following:
 - The District utilized facilities that include, but are not limited to, classrooms, office spaces, common spaces and restrooms shall be cleaned, fully stocked as applicable and ready for District's use on or before 2:30 PM Monday through Thursday.
 - Continuous and consistent Custodial service to exclusively support the District shall be made available from the hours of 3:30 PM through to 5:00 PM and from 7:00 PM through to 9:30 PM Monday through Thursday to ensure cleaning and restocking services is available during District use of property and in adherence to District requirements of Article 7. Condition of Location of the original agreement.
 - Classroom set-up will be the sole responsibility of the District.
 - Property Owner will be reimbursed for actual costs to provide Custodial Support and Services:

Custodial Fee Breakdown Based on 2018- 2019 Rates	
Custodial Hourly Rate	\$16.66 - \$21.21
Custodial Hours per day	4
Average Days per year	210
Average Hours per year	840
PARS Rate	4.60%
PERS Rate	27.562%

Considerations in Computing Custodial Rates:

- Health Benefits would apply to employees who qualify.

- Custodial Hourly Rates shall be adjusted to factor annual payroll/compensation changes (increases/decreases) as approved by Property Owner's Governing Board.
 - Custodial Rates shall be adjusted annually to factor any applicable statutory increases for benefits.
 - All Custodial Hourly Rates shall be billed and passed through to the District at actual cost as incurred by the Property Owner.
2. Add new **Article 16. Improvements to Property**: Upon District's written request for property improvements such as structural, non-structural, furniture, fixtures and equipment, infrastructure etc. the Property Owner shall make a good faith effort to fulfill all requested accommodations. The Property Owner shall provide a financial estimate of the requested improvements to the District. Upon mutual agreement and the written approval of the District, the Property Owner shall fulfill all requested improvements. All property improvements shall be subject to the availability of California Adult Education Program (CAEP) funding and approval from the South Orange County Regional Consortium (SOCRC). Property Owner shall work closely with the District to ensure all requested improvements are made and fulfilled within a reasonable timeline of such request. Property Owner shall meet or exceed the requirements and specifications for the requested improvement and shall ensure adherence to all codes, regulations and ordinances as applicable to a California public educational institution. The Property Owner shall invoice the District the actual cost as incurred for such improvement as a pass through cost. These invoices shall be paid by the District in net 45 days.
3. Add new **Article 17. Shared Use of District Resources**. Upon mutual agreement of the parties, in situations where the District purchases and/or pays for furniture, fixtures and equipment (referred to as resources for the purposes of this section) for its intended use, the District agrees/allows the Property owner to use such resources as **shared use** (contemplated or real), the Property owner shall be solely responsible for all regular and ongoing maintenance costs, including cost of all repairs and replacements as compensation for such use. Upon termination or non-renewal of the agreement, the District shall be the sole owner of the resources and shall have the discretion to manage the said resources in accordance with District policies and procedures.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of Agreement shall remain in full force and effect.

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

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

BY: 

Signature of Authorized Representative

Print Name: Connie Cavanaugh

Print Title: Assistant Superintendent

Date: 5/8/19

Email & Phone: 949-586-1234

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

Signature of Authorized Representative

Print Name: Ann-Marie Gabel

Print Title: Vice Chancellor, Business Services

Date:

Email & Phone: (949)582-4405

TO: Board of Trustees**FROM:** Kathleen F. Burke, Chancellor**RE:** SOCCCD: Saddleback College Community Education, Emeritus Institute, and K-12 Partnerships Facility Use Agreement with Saddleback Valley Unified School District (SVUSD)**ACTION:** Approval

BACKGROUND

In 2013-2014, AB 86 outlined the expectation to create consortiums between K-12 districts and community college districts to coordinate Adult Education Programs which led to the development of the South Orange County Regional Consortium (SOCRC). As part of the SOCRC implementation plan, during the 2015-2016 academic year, Saddleback Valley Unified School District (SVUSD) initiated the transition of their Adult Education Program operations to Saddleback College, the lead community college for the southern area SOCRC. As part of the transition and implementation of the southern area SOCRC Adult Education Program, SVUSD offered the continued use of their facilities at a low rate to provide continuity in programming.

On June 8, 2016, SOCCCD entered into a Facility Use Agreement with SVUSD with the initial rate of \$40,000 per year for 2015-2016 and 2016-2017. This initial agreement was extended to cover 2017-2018 in October 2018 with the understanding that a new agreement would be negotiated to address the increased use of SVUSD facilities.

STATUS

After three years, the transition of SVUSD's Adult Education Program to Saddleback College is complete. The negotiations of the Facilities Use Agreement to secure ongoing usage of the SVUSD facilities for continued programming as part of the SOCRC plan is now complete. The new Facilities Use Agreement is estimated at a total contract value of \$116,000 per year and \$609,000 for the entirety of the agreement term starting July 1, 2018 through June 30, 2023, as seen in EXHIBIT A.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees 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 Submitted By: *Dr. Elliot Stern, President, Saddleback College*
Ann-Marie Gabel, Vice Chancellor, Business Services



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

OFF-SITE FACILITY USE AGREEMENT

This Agreement ("Agreement") is between **South Orange County Community College District on behalf of Saddleback College** ("District"), and **Saddleback Valley Unified School District** ("Property Owner"). District and Property Owner are also referred to collectively as the "Parties", and individually as "Party".

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. **Purpose Of Use:** District desires use of Property Owner's facility for the purpose of: providing adult education classes. Property Owner to allow use of office spaces, classrooms, labs, restrooms, equipment, and custodial supplies.
2. **Location:**
Silverado High School Campus ("Facility")
25632 Peter A. Hartman Way
Mission Viejo, CA 92691
David Gordon
949-586-8800 / david.gordon@svusd.org
3. **Term:** This Agreement shall commence on **July 1, 2018**, and shall continue in full force and effect thereafter until and including **June 30, 2023** ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

Day/Dates: Regular School year including summer

Time: All day for office facilities and 2.00pm to 10.00pm for classroom facilities

Termination: Either party may terminate this Agreement at any time by giving each other 120 day notice, provided that the termination shall be effectuated at the end/completion of the then current term/semester. The Agreement may also be terminated sooner subject to the District's availability of funding and allocation.

4. **General Conditions:** District desires to use Property Owner' Facility; and in consideration of the promises made and intending to be legally bound, the Property Owner and District agree to the Terms and Conditions as set forth herein, and to any Addendum made a part hereof. The Property Owner assumes no liability or responsibility for any personal property of District or of its governing board, officers, employees, agents, representatives, guests, or invitees of District, brought on to the premise during the term of this Agreement. Property Owner agrees that in the event this Off-Site Facility Use Agreement is canceled by District, or due to District's failure to meet Agreement requirements, refund of all unused portions of the fees shall be returned to the District within thirty (30) days. Any amendments to this Off-Site Facility Use Agreement shall be made in writing at least sixty (60) working days by both Parties.

If applicable, all rights of any kind in and to all the photographs, motion pictures or videotapes obtained from the exercise of the permission herein granted (and any negatives, prints, or duplicates thereof) shall remain vested with District.

5. Fees: For use of facilities fees shall be computed as below:

Rental Breakdown and Calculations	
Room (including office facilities) rate not including custodial supply reimbursement	\$19.22
*Custodial supply reimbursement rate per room per day (\$4500 per year)	\$0.78
**Rate per room per day including custodial supply reimbursement	\$20.00
Rent computed per year:	
Average Days	210
Average Rooms (including office facilities)	29
Rate per day for 29 class rooms	\$580.00
***Rate per year (210 days) for 29 class rooms	\$121,800.00

*The rates include \$4,500 per year for custodial supply reimbursement.

** Rate per room per day including custodial reimbursement is set at \$20.00 for the term of the contract and shall be the basis of computation for all additional room requests.

*** Rate per year (210 days) includes regular school year and summer.

5.1 Payment of Fees: The above computed fees shall be paid bi-annually at the completion of each six month term. Depending on usage, the above fees shall be adjusted for each 6 month period to factor the increased or decreased use of facilities. The rate per day shall be the basis of calculation for all increase or decrease in the number of rooms requested any time during the term of the agreement. Should the District need additional rooms and contingent to availability of space, Property Owner shall in good faith accommodate the District's request for additional rooms at the rate of \$20 per room per day as computed in the above section.

6. **Use of Facilities:** District understands and acknowledges that Property Owner maintains control over its Facilities and their usage, including, but not limited to, alterations of its facilities. District agrees that it shall obtain the prior written approval of any alterations, additions, "set dressing," or other modification(s) to facilities, whether temporary or permanent, are undertaken. District understands and agrees to restore any modifications to their original condition.
7. **Condition of Location:** Prior to use of Facility, representatives of District and Property Owner shall inspect the location(s), noting any problems, cleanliness, defects, or extraordinary wear and tear that may exist at each Facility. At the conclusion of use of Facility, representatives of District and Property Owner shall re-inspect each location to establish the condition thereof. Property Owner to ensure areas assigned to the District are clean prior to the start of each day the program is in session. District shall ensure that the facilities are returned to each party in a clean and usable condition after every use.
8. **Notice:** All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: South Orange County Community College District
Priya Jerome, Executive Director, Business Services
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635

(949) 582-4850

Property Owner: Saddleback Valley Unified School District
Connie Cavanaugh
25631 Peter A. Hartman Way
Mission Viejo, CA 92691
949-580-3226 / connie.cavanaugh@svusd.org

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

9. **Hold Harmless and Indemnification.** To the fullest extent permitted by law and as a material part of this agreement, Property Owner shall hold harmless, defend at its own expense, and indemnify South Orange County Community College District, its Board of Trustees, officers, employees, agents, invitees, volunteers, and representatives from and against any and all liability claims, including claims for bodily injury, personal injury, liens, losses, costs, property damage, expenses and obligations, including reasonable attorney fees, arising from the negligent acts, errors or omissions, or willful misconduct of the Property Owner's ownership, maintenance, inspection, or repair of the facilities and/or equipment contained therein. This Indemnification shall exclude however, such liability claims, losses, damages, or expenses arising from the District's sole and active negligence, willful misconduct, or unlawful acts.

In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Property Owner shall hold harmless and indemnify South Orange County Community College District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. In no event shall the District be liable for any loss of Property Owner's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages.

District shall, hold harmless, defend, and indemnify Property Owner from any and all actions, claims, including claims for bodily injury, personal injury, liens, losses, costs, property damage, expenses, obligations to persons or property or liabilities arising out of District's use of Facilities, but excluding such actions, claims, liens, damages to persons or property or liabilities arising from the ownership, maintenance, inspection, and repair of the Facility and all equipment, contained therein. This Indemnification shall exclude however, such liability claims, losses, damages, or expenses arising from the Property Owner's negligence, willful misconduct, or unlawful acts. Property Owner will have the sole responsibility and obligation for ownership, maintenance, inspection, repair, and setup of the Facility and all equipment contained therein. Furthermore, Property Owner warrants to keep Facility and equipment in a safe condition in accordance with industry standards.

The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties.

10. **Insurance:** District and Property Owner agrees to maintain, in full force and effect the following insurance coverages from self-insurance or an admitted carrier in the State of California with an A.M. Best Rating of A-:VII or higher: (i) Commercial General Liability with coverage including bodily injury, broad form property damage, and blanket contractual liability with a per occurrence limit of not less than One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) general aggregate; (ii) Automobile Liability covering "Any Auto" with a per occurrence limit of not less than One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) general aggregate; (iii) Workers' Compensation insurance as required by the State of California; and (iv) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) for Each Accident, Disease - Each Employee, and Disease - Policy Limit.

District and Property Owner's liability insurance coverages/policies shall name the other party as an Additional Covered Party/Insured.

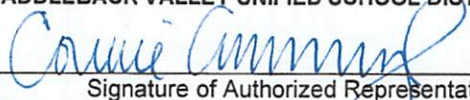
District and Property Owner shall deliver Certificate(s) of Insurance along with a copy of the Additional Insured Endorsement, when requested by either party, at least 48-hours upon request.



11. **Non-Assignability:** This Agreement may not be assigned without prior written consent of Property Owner, which consent may be withheld by Property Owner in its sole and absolute discretion.
12. **Choice Of Law And Venue:** This Agreement is to be governed by and interpreted in accordance with the laws of the State of California. If any action is brought arising out of this Agreement, including but not limited to, any claim for breach of the same, interpretation of the same, cancellation or specific performance, said action shall be brought in the appropriate court in Orange County, California.
13. **Entire Understanding:** This Agreement contains the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver of modification of any of the terms hereof shall be valid unless in writing and signed by both parties.
14. **Statement Of Information:** The undersigned, as a duly authorized representative for South Orange County Community College District, states that to the best of his/her knowledge the Property Owner's property for use by which Agreement is hereby made, will not be used for or any act which is prohibited by law. By my signature below, I acknowledge that I am authorized to sign on behalf of SOCCCD and bind SOCCCD to the terms of this Agreement. I understand and agree to all terms, conditions Rules and Regulations in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Parties, the day and year signed below.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT


Signature of Authorized Representative

BY:  
Signature of Authorized Representative

Print Name:
Connie Cavanaugh

Print Name: Ann-Marie Gabel

Print Title:
Assistant Superintendent Business Services

Print Title: Vice Chancellor, Business Services

Date: 2/13/19
Phone #
and Email: Phone No. / Email

Date: 5/2/19
Phone #
and Email: (949) 582-4850 / PJerome@socccd.edu

Initiating Department: Community Education
Contact Name: Karima Feldhus
Phone & Email: 949-582-4326 / KFeldhus@saddleback.edu

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Instruction Services Agreement: Customized Not-for-Credit Training for Amazon.com Services Inc. |

ACTION: Approval

BACKGROUND

The Saddleback College Economic and Workforce Development division has the opportunity to deliver on-site, customized not-for-credit training (i.e. Contract Education), to business client Amazon.com Services Inc. employees. Training will consist of Lean Six Sigma: Yellow Belt, Green Belt and Black Belt Certification. Saddleback College works in collaboration with El Camino CCD, San Bernardino CCD, Kern CCD, and Chaffey CCD to access Employment Training Panel (ETP) funds, which will be leveraged to subsidize the entire cost of training.

STATUS

The term of the agreement is from May 21, 2019 through April 30, 2020, as seen in EXHIBIT A. The fee structure for the training is \$1,556.80 per participant for Green and Black Belt training and a Fee of \$155.68 per participant for Yellow Belt training. A highly qualified independent consultant will be hired on an hourly basis to deliver the on-site training. All training costs and administrative overhead is covered by the ETP subsidy. The contract value is estimated to generate revenue between \$265,434 and up to a maximum not to exceed amount of \$482,608 depending on the total number of employees trained over the term of the contract.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the instruction services agreement with Amazon.com Services Inc. for the period of May 21, 2019 through April 30, 2020 to provide customized, not-for-credit training for revenues not to exceed \$482,608.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AGREEMENT FOR INSTRUCTION/SERVICES PROVIDED BY ECONOMIC AND WORKFORCE DEVELOPMENT MASTER AGREEMENT

This Agreement for Instruction (i.e. Customized Training) or Services Provided by the Economic and Workforce Development Division of Saddleback College ("Agreement") is made and entered into by and between the South Orange County Community College District ("District"), at 28000 Marguerite Parkway, Mission Viejo CA 92692, a California community college district and political subdivision of the State of California, and Amazon.com Services, Inc. ("Client"), at 1910 E. Central Ave., San Bernardino, CA, 92408. District and Client are also referred to collectively as the "Parties" and individually as "Party".

RECITALS

WHEREAS, District represents that it is a public, postsecondary educational institution with the capability and the experience to provide services in the area as specified in Exhibit A 1, attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. **Scope of Work.** The Customized Training offering is as described in Exhibit A 1, "Customized Training Offering".
2. **Term.** This Agreement shall commence on May 21, 2019, and shall continue in full force and effect thereafter until and including April 30, 2020 ("Term"), unless this Agreement is earlier terminated pursuant to the terms and conditions provided in this Agreement. This Agreement shall automatically renew for one (1) additional year, unless written notice of termination is received by either Party from the other no less than thirty (30) days in advance of the end of the then current Term.
3. **Termination/Cancellation.** Either Party may, with or without cause, terminate this Agreement by providing written notice to the other party no later than fifteen (15) days prior to the first Class Date. If Client cancels a Class Offering after this deadline, Initial Payment will not be refundable. Initial Payment may be applied to a re-scheduled Class Offering for the same class if such Class Offering begins within ninety (90) days of date class was cancelled or postponed. If the Class Offering is not re-scheduled within the ninety (90) day period, Client agrees to reimburse District for the cost of books and/or special equipment the District purchased for the Class Offering. If District cancels a Class Offering prior to Class Date, Initial Payment will be refunded to Client and no reimbursement for books and/or special equipment expenses will be required.
4. **Independent Contractor/Relationship of Parties.** In performing services pursuant to this Agreement, District shall act as an independent contractor having sole and exclusive control of its work and the manner in which it is performed. District shall be free to enter into other consulting agreements that are not in conflict with this Agreement. District shall not be considered an agent or employee of Client or be entitled to participate in any benefits that the Client provides for its employees, and District shall not hold itself out as an agent of Client.
5. **Indemnification.** Client agrees to defend, hold harmless and indemnify District, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents, and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Client, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of this Agreement.
6. **Insurance.** Client agrees to maintain, in full force and effect, at Client's 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 not less than One Million Dollars (\$1,000,000).

Client agrees to name District, Saddleback College Foundation, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). Client shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to District, Attn: South Orange County Community College District Attn: RISK MANAGEMENT, 28000 Marguerite Parkway, Mission Viejo, CA 92692 before services are to commence.

7. **Trademark/Logo Use.** Client must obtain written approval from District's Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Client with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Client's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Client shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.
8. **Permits/Licenses.** Client and all Client's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
9. **Policies & Procedures and Rules & Regulations.** Client, Client's employees, agents, or subcontractors will comply with District's policies, procedures, rules and regulations and applicable laws.
10. **Force Majeure.** Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.
11. **Disputes.** All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner. The Parties shall enter into good faith negotiations to reach an equitable settlement. If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, mini-trial, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the District office involved in the suit. Should it be necessary for either Party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, 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.
12. **Drug-Free Workplace Policy and Requirements.** While performing any service for District, Client's employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs. Client shall advise its employees, agents, or subcontractors of this policy. Their entry onto District's premises or the work site constitutes consent to searches and inspections. When District has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, Client and its employees, agents, suppliers, subcontractors, and consultants shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection. Client understands and agrees that any of its employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation. Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.
13. **Entire Agreement/Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.
14. **Non-Discrimination.** Client agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.
15. **Non-Waiver.** The failure of District or Client to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
16. **Notice.** All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally, sent by a reputable overnight courier services (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed as follows:

District: South Orange County Community College District
Vice Chancellor, Business Services
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635
(949) 582-4850

CC: South Orange County Community College District
Ann-Marie Gabel, Vice Chancellor, Business Services
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635
949-582-4664 / agabel@socccd.edu

Client: Amazon.Com Services, Inc.
Denicia Prather, Director, Human Resources
1910 E. Central Ave.,
San Bernardino, CA. 92408
951-310-2721 / deniciap@amazon.com

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

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

18. **Validity and Enforceability.** In accordance with Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against the District unless and until approved or ratified by a Motion of the Governing Board, duly passed and adopted.

19. **Applicable Law, Venue, and Interpretation.** This Agreement, and the Parties' rights and obligations, are to be governed by and construed in accordance with California laws. If any action is instituted to enforce or interpret this Agreement, the venue of any such action shall be in the appropriate state or federal court in Orange County, California, provided that nothing in this Agreement constitutes a waiver of immunity to suit by District. The provisions of this Agreement are to be construed in all cases as a whole, according to their fair meaning, and not strictly for or against any Party.

20. **Client Non-Compete Acknowledgement.** Client, by signing this Agreement hereby agrees not to enter into competitive agreements with Instructors, or substitute, from the Economic and Workforce Development Division of Saddleback College and the South Orange County Community College District until two (2) years after termination of this Agreement without Director, Economic Workforce Development, approval and written permission signed by an authorized District representative with full authority.

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

22. **Full Authority.** Each of the Parties and signatories to this Agreement represents and warrants that he or she has the full right, power, legal capacity and authority to sign, enter into and perform the Parties' respective obligations hereunder and that such obligations shall be binding upon such Party.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Parties, the day and year signed below.

CLIENT	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
BY: _____ Signature of Authorized Representative	BY: _____ Signature of Authorized Representative
Print Name: Chris Turner	Print Name: _____
Print Title: General Manager	Print Title: _____
Date: _____	Date: _____
Initiating Department: _____	Saddleback College, Economic & Workforce Development
Contact Name: _____	Israel Dominguez
Contact Phone & Email: _____	949-582-4777, idominguez@saddleback.edu

EXHIBIT A 1

Customized Training Offering

1. Class Offering: The content of the following custom-designed, not-for-credit training course Offering is under the exclusive control and discretion of the District. The Class Offering under the terms of this Agreement shall be:

Course Name: Lean Six Sigma

Yellow Belt Course

Certified Lean Six Sigma Yellow Belt professionals are proficient in the foundational principles of the Lean, Six Sigma, Theory of Constraints, and Scrum Methodologies. They are expected to lead limited improvement projects and serve as a team member on more complex improvement initiatives lead by a Certified Green Belt or Certified Black Belt.

Key highlights of the course:

- Introduction to Lean, Six Sigma, Theory of Constraints, and Scrum
- Flow and Leveling
- Standardized Work
- DMAIC problem-solving framework
- Continuous improvement
- Leading change

Course structure: 8 hours with \$11.80 textbook per person

Green Belt Course

Certified Lean Six Sigma Green Belt professionals are proficient in the advanced principles and tools of the Lean, Six Sigma, Theory of Constraints, and Scrum methodologies. They are expected to lead improvement projects within their organization and serve as team members on more complex improvement initiatives lead by a certified Black Belt.

Key highlights of the course:

- Actual continuous improvement projects facilitated by a Master Black Belt
- Project management with Scrum
- Team building
- Process capability
- Statistical process control
- Basic statistics
- Value Stream Mapping
- Root-cause analysis
- DMAIC problem-solving method
- Process improvement strategies
- Change management

Course structure: 80 hours with \$51.99 textbook per person

Black Belt Course

Certified Lean Six Sigma Black Belt professionals are expert in the advanced principles and tools of the Lean, Six Sigma, Theory of Constraints, and Scrum methodologies and can teach them to others. They are expected to lead complex improvement projects, mentor Green and Yellow Belts, and can drive the continuous improvement program in a department or facility.

Key highlights of the course:

- The completion of a validated project required for certification
- Multiple hands-on simulations
- Lean Six Sigma as a business strategy
- Inventory strategies
- Supplier integration
- Optimization modeling
- Design of Experiments (DOE)
- Throughput Accounting
- Enterprise-wide deployment
- Advanced statistical analysis

Course structure: 80 hours with \$87.40 textbook per person

Minimum / Maximum Class Size: 20/40

Instructor(s): Robert Valentino and associate

Total Number of Class Hours*: The total number of training hours will be based on client's training need.

As a general rule, class hours will be as follows:

- Yellow Belt Course structure: 8 hours
- Green Belt Course structure: 80 hours
- Black Belt Course structure: 80 hours

Note, training participants must each receive the hours of training as stated above and the Training Roster must reflect the number of contact hours achieved by participants.

*Total hours will not change; hours per session may vary but must total the number of class hours.

Class Dates**: Start Date: 05/21/19 End Date: 04/30/20 Time: various

**Note: Class Offering not started as shown is subject to terms stated in paragraph 3 of Agreement for Instruction or Services Provided by Economic and Workforce Development signed by the Client on _____

Class Location [Check () One]: ☒ Client's Site ☐ District's Site ☐ Other:

Parties represent that all operations of the Parties' business are, and will continue to be, conducted in compliance with Title VI and VII of the Civil rights Act of 1964, Title IX of the Higher Education Act of 1972, the Privacy Rights of Parents and Students Act of 1974, and all applicable local, state and federal health and safety regulations.

2. Facilities Use: Check (X) one:

a. ☒ The Client shall provide appropriate facilities to conduct the program specified herein and such facilities shall meet the requirements of State and local safety and health regulations during the term of the Agreement. Equipment and reasonable duplicating services necessary for the presentation of the program shall be furnished by the Client and shall be adequate and suitable for the program operated and the number of participants in attendance, unless otherwise agreed. The facilities are located at: 3 Morgan, Irvine, CA 92618

b. ☐ In consideration of this provision, Client agrees to pay the District _____ Dollars (\$ _____). The District shall provide appropriate classroom facilities for each class session (and for a reasonable time before and after each class session) at the location described in the paragraph, "Class Offerings" above, together with the following equipment and special services: _____.

3. Fee Schedule.

Fee of \$1,556.80 per participant for Green and Black Belt Training. Fee of \$155.68 per participant for Yellow Belt Training. Total Cost of training is estimated to be a minimum of \$265,434.00 and not to exceed \$482,608.00 (assuming 310 participants and combination of Yellow, Green, and Black Belt rate.)

Note: ETP Subsidy is equal to the full amount of the training and therefore no direct out of pocket costs to Amazon unless enrollment falls below 12 participants per training session and/or if participant(s) is deemed ineligible by the ETP.

The customary payment of 20% deposit of total cost of training due prior to the start of instruction is waived given the cost of training will be reimbursed to the District by the Employment Training Panel (ETP) through a sub-agreement with San Bernardino Community College District. In the event the ETP does not reimburse District for a portion of the training costs or if an employee separates from employment from Client within 90 days of the completion of the training, Client shall compensate District for services provided pursuant to this Agreement in the amount specified within thirty (30) days following the receipt of an invoice from District for the services described herein.

Only the number of participants for which a Participant Fee was waived will be permitted to attend a Class Offering. Should participant(s) be added after Initial Participant Fee waiver, and exceed the number for which Initial Payment was waived, the Participant Fee per additional participant must be paid before the first Class Date.

4. Additional Fee – Ineligible Participant

Client acknowledges that the Class Offering is part of subsidized Employment Training Panel (“ETP”) offered through the District. Client acknowledges receipt of ETP eligibility rules. Client understands that District will not receive an ETP subsidy for ineligible participants. A participant must meet all of the following rules to be considered eligible for District to receive a subsidy:

- a. Participant must meet wage requirement of \$17.50 per hour (including on the ninetieth (90th) day after completion of last class attended (Client share-of-cost for medical, dental and vision care may be included);
 - b. Advanced Technology classes require participant must earn at least \$17.50 per hour (Excluding Client share-of-cost for medical, dental and vision care) on the Class Start Date;
 - c. Participant must be permanent, full time (at least thirty-five (35) hours per week or more);
 - d. Participant must complete at least ninety percent (90%) of the scheduled training hours;
 - e. Participant must remain with Client in a permanent, full time (at least thirty-five (35) hours per week or more) capacity for ninety (90) days after completion of training;
 - f. Managers: Top-Level Executives are not eligible for ETP training, unless the company qualifies as a small business (less than 100 employees in California and less than 250 employees worldwide). Managers must not exceed 20% of the total trainee population of our ETP contract.
 - g. At conclusion of class, Client must indicate if participant is to stop or continue training.
 - h. Client agrees to pay the District US Dollars (\$1,556.80) per participant for Green and Black Belt Training and a Fee of \$155.68 per participant for Yellow Belt Training for participants deemed ineligible by the ETP, if any.
 - i. Client understands that state of California auditing of this ETP subsidy can take place up to five (5) years after completion of training. Should a state audit deem a participant ineligible, the District must reimburse the state the ETP subsidy amount it received; thereby, Client, in such instance, agrees to reimburse to the District the full amount of ETP subsidy for the ineligible participant.
5. Invoicing. Client will be invoiced upon execution of this Exhibit A-1 by District for fees described in Section 3 above. Client will be invoiced for all other charges on a monthly basis based on actual activity. All payments are due net 30 and shall be made payable to: South Orange County Community College District and be sent to: South Orange County Community College District, Attention: Accounts Payable, 28000 Marguerite Parkway, Mission Viejo, CA 92692-3635.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Grant Award, Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Subaward Issuance to Stanford University

ACTION: Approval

BACKGROUND

Saddleback College received an \$8,819,760 award from the National Science Foundation (NSF) for a five-year period from September 1, 2018 to August 31, 2023. In order to accomplish the goals of the project, Saddleback College intends to issue this subaward agreement to Stanford University to perform essential project activities as proposed to and approved by the NSF.

STATUS

Saddleback College, in coordination with SOCCCD has developed a Subaward agreement to be issued to Stanford University, as seen in EXHIBIT A. Stanford University will play an essential role in the NSF INCLUDES Alliance by functioning as the Hub coordinator for partner colleges in the northern California and pacific northwest/Washington state regions. The subaward to Stanford University will be in the amount of \$653,400 over a five-year period, as approved by NSF, subject to availability of funds authorized by NSF to Saddleback College. EXHIBIT B is the official approval notification from NSF to issue a subaward to Stanford University.

The Board of Trustees previously approved this agreement at the February 25, 2019 meeting. After review by Stanford University, they have requested revisions to the Audit, Dispute and Indemnification provisions and the removal of the Insurance provision in its entirety. SOCCCD has incorporated those changes into a revised agreement, as seen on pages 3 through 6, in EXHIBIT A.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the revised subaward agreement with Stanford University for \$653,400 over five years under Saddleback College's NSF Cooperative Agreement award HRD-1834628.

Cost Reimbursement Research Subaward Agreement

Run Template

Federal Awarding Agency: National Science Foundation (NSF)

Pass-Through Entity (PTE):
Subrecipient:

Board of Trustees of the Leland Stanford Junior University

PTE PI:

Sub PI:

PTE Federal Award No: HRD-1834628

Subaward No: SC - SUB - G1300

Project Title: Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion

Subaward Period of Performance (Budget Period):

Start: 09/01/2018

End: 08/31/2019

Amount Funded This Action (USD): \$ 161,077.00

Estimated Project Period (if incrementally funded):

Start: 09/01/2018

End: 08/31/2023

Incrementally Estimated Total (USD): \$ 653,400.00

Terms and Conditions

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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:

Name:

Date

Title:

Name:

Date

Title:

Subaward Number:

SC - SUB - G1300

Attachment 1

Certifications and Assurances

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, 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.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

SC - SUB - G1300

Attachment 2
Federal Award and PTE Terms and Conditions

Required Data Elements

The data elements required by Uniform Guidance are incorporated as entered

Federal Award Issue Date	FAIN	CFDA No.
08/30/2018	HRD-1834628	47.076

This Subaward Is:

Research & Development

CFDA Title

Education and Human Resources

Key Personnel Per NOA

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
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/rte.jsp> https://www.nsf.gov/awards/managing/co-op_conditions.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

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:

 PTE (PTE or Subrecipient).

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: NSF – NSF PAPPG Chapter IX.A

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be report to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Additional Terms:

Audits:

~~As required by California Education Code Section 84040, PTE and Subrecipient will conduct their annual financial and compliance audits with each covering the cost for their respective audits~~ as specified in 2 CFR 200 Subpart F.

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 except the disputed portion of the 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.~~

Subrecipient and PTE shall both defend, indemnify, and hold harmless each other and its trustees, directors, employees, agents, subcontractors, students, representatives, and sponsors from all liabilities, costs, or expenses (including reasonable attorneys' fees and expenses of litigation) arising from its negligent acts or omissions or willful misconduct, or that of its employees, agents, subcontractors, students, or representatives related to this Agreement.

EXCEPT FOR CLAIMS BASED ON WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF THE OTHER PARTY.

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

SC - SUB - G1300

PTE Information

Entity Name:

Legal Address:

28000 Marguerite Parkway
Mission Viejo, CA 92692

Website:

www.saddleback.edu

PTE Contacts

Central Email:

scgrants@saddleback.edu

Principal Investigator Name:

Email: jzoval@saddleback.edu

Telephone Number: 949-582-4695

Administrative Contact Name: Emmanuel Smith

Email: esmith94@saddleback.edu

Telephone Number: 949-348-6242

COI Contact email (if different to above):

Financial Contact Name:

Roxanne Metz

Email: rmetz@saddleback.edu

Telephone Number: 949-582-4824

Email invoices? Yes No Invoice email (if different):

Authorized Official Name: Ann-Marie Gabel, Vice Chancellor, Business Services

Email: agabel@socccd.edu

Telephone Number: 949-582-4663

PI Address:

Science Building, 3rd Floor
28000 Marguerite Parkway
Mission Viejo, CA 92692

Administrative Address:

AGB 116
28000 Marguerite Parkway
Mission Viejo, CA 92692

Invoice Address:

AGB 120
28000 Marguerite Parkway
Mission Viejo, CA 92692

Attachment 3B

Subrecipient Contacts

SC - SUB - G1300

Subrecipient Information for [FFATA](#) reporting

Entity's DUNS Name:	The Leland Stanford Junior University		
EIN No.:	94-1156365	Institution Type:	Private Institution of Higher Education
DUNS:	009214214	Currently registered in SAM.gov:	Yes No
Parent DUNS:		Exempt from reporting executive compensation:	Yes No (if no, complete 3Bpg2)
Place of Performance Address	<div> <div>This section for U.S. Entities:</div> <div> <div>Zip Code Look-up</div> <div> <div>Congressional District: CA-018</div> <div>Zip Code+4: 94304-8445</div> </div> </div> </div>		
School of Education Room 326 Ceras 520 Galvez Mall Stanford, CA 94305-3084			

Subrecipient Contacts

Central Email:	osr_intake@stanford.edu		
Website:	www.stanford.edu		
Principal Investigator Name:			
Email:	jboaler@stanford.edu	Telephone Number:	650-776-6017
Administrative Contact Name:	Jennifer Scerri		
Email:	jscerri@stanford.edu	Telephone Number:	650-497-6767
Financial Contact Name:	Irene Lam		
Email:	irenelam@stanford.edu	Telephone Number:	650-723-0795
Invoice/Payment Email:	RFCS-receivables@lists.stanford.edu		
Authorized Official Name:	Jennifer Scerri		
Email:	jscerri@stanford.edu	Telephone Number:	650-497-6767

Legal Address:

450 Serra Mall
Stanford, CA 94305

Administrative Address:

3160 Porter Drive, Suite 100
Palo Alto, CA 94304-8445
As of May 2, 2019 please use: 485 Broadway, Redwood City, CA 94063

Payment Address:

Stanford University
Lockbox P.O. Box 44253
San Francisco, CA 94144-4253

Attachment 3B-2
Highest Compensated Officers

Subrecipient:

Institution Name: Board of Trustees of the Leland Stanford Junior University

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

SC - SUB - G1300

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 60 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: Gary Barnak,
gbarnak@saddleback.edu and the SC Grants Office, scgrants@saddleback.edu

SC - SUB - G1300

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information	Indirect Cost Rate (IDC) Applied <input type="text" value="28.6"/> %	Cost Sharing	<input type="text" value="No"/>
Rate Type: <input type="text" value="Modified Total Direct Costs"/>		If Yes, include Amount: \$	<input type="text"/>

Budget Details Below Attached, pages

Budget Totals

Direct Costs	\$	<input type="text" value="508,087.00"/>
Indirect Costs	\$	<input type="text" value="145,313.00"/>
Total Costs	\$	<input type="text" value="653,400.00"/>

All amounts are in United States Dollars

NSF INCLUDES Statement of Work

Project Title: Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion
Period of Performance Sept 1, 2018 – August 31, 2023

Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Stanford Sub-award

BUDGET Narrative – Stanford Educational Leadership Initiative (SELI) and Stanford University YouCubed

SELI will function as the Hub for the Northern California and Washington state STEM Core partner colleges, hereafter referred to as the Pacific Northwest (PNW) Hub

The PNW Hub will play a role in developing relationships with community college, regional and statewide leaders, political leaders, workforce and economic development leaders and philanthropic organizations, which will play a part in sustaining the STEM Core model.

Under the direction of senior personnel Jo Boaler SELI will perform hub coordinator duties for the PNW, including:

- Engage with partner colleges that have agreed to implement the STEM Core Model
- Assist Growth Sector in ensuring each PNW Hub partner college has a plan to implement a Fall 2018 or Fall 2019 STEM Core cohort with a Student Support Specialist (SSS).
- Provide assistance to PNW Hub partner colleges in finding cohort student internship opportunities
- Conduct quarterly PNW Hub partner meetings
- Develop the data infrastructure to monitor and respond to emerging network needs
- Monitor STEM Core Hub data for continuous improvement
- Coordinate professional development for faculty, student support specialists, and allied employers representing the fields of advanced manufacturing, engineering technology, and computer science.
- Direct annual convening for national STEM Core Alliance for five years
- Host National STEM Core Convening in Year 1 (March 7-8, 2019)
- Assist with internship- and employer-development in the PNW Hub region
- Liaise with economic development partners to develop internship opportunities and program sustainability
- Assist Saddleback College in the collection of PNW Hub region student academic data

The PNW Hub will collect and report the following data to the grant PI and Growth Sector on an annual basis and in some cases quarterly as required:

- Number of regional networked colleges
- Number of additional workforce and community partners characterized by role and program resource contribution
- Number and program contributions of regional employers
- Number of extended dual credit STEM Core programs at high school and community-based organizations
- Additional regional public/private funding over grant term

- Number of Hub presentations at regional or national convenings
- STEM Core key elements promoted/funded in related regional programs/policies/resources
- List of the colleges' dual-credit STEM Core programs at high school and or community-based organization.
- Report dual enrollment at alliance partner colleges in PNW Hub

Perform grant duties as follows

- Establish goals for collaborative learning for faculty and SSS through strategic planning, surveys and reports
- Attend and support PI approved annual STEM Core network national convenings
- Attend required annual meeting at NSF headquarters in Washington, D.C.
- Provide the PI, or his designated representative, with required quarterly and annual reports
- Communicate with Stanford Office of Sponsored Research to submit invoices in a timely manner
- Communicate activities and other required information with other grant stakeholders, including other Hubs and the backbone organization, Growth Sector
- Communicate required data with the designated external evaluator
- Develop Professional Development materials and/or programs including Week of Inspirational math videos for community college faculty
- Engage with Hubs and the national STEM Core network to deliver and implement Professional Development materials and/or programs on equity-oriented faculty and SSS Professional Development.
- Collaborate with employers on defining skills receiving greatest labor market demand for students with 2- and 4-year degrees and CTE credentials
- Engage with Hubs (Southern CA, Metro DC, and Colorado/New Mexico) to plan, implement and disseminate Professional Development

Saddleback College / NSF
1/1/18 (???)

Principal Investigator												Jo Boaler			
Expense Items		COLA	Fringe	Unit rate	FTE (Y1)	Year 1	\$158,998	FTE (Y3)	Year 3	FTE (Y4)	Year 4	FTE (Y5)	Year 5	Total	653,400
Salary (Faculty/Staff)															
		1.04		\$ 213,744	\$	-	\$	\$	-	\$	-	\$	-	\$	-
	1.04			\$ 23,749	65%	16,055	65%	16,697	17,365	15%	4,168	15%	4,334	\$	58,619
	1.04			\$ 128,547	46%	61,497	45%	62,566	63,623	25.0%	37,595	22.0%	34,407	\$	259,691
	1.04			\$ 154,539	3.0%	4,822	3.0%	5,014	5,215	3.0%	5,424	2.8%	5,265	\$	25,740
	1.04			\$ 85,000	0%	-	4.0%	3,677	-	0%	-	0%	-	\$	3,677
					\$	-	\$	-	-	\$	-	\$	-	\$	-
Total Salaries					\$	82,373	\$	87,955	86,203	\$	47,187	\$	44,006	\$	347,724
Total Benefits					\$	24,053	\$	25,683	25,171	\$	13,778	\$	12,850	\$	101,535
Total (Salaries+Fringe)					\$	106,426	\$	113,638	111,374	\$	60,965	\$	56,856	\$	449,259
Other direct costs															
	Supplies				\$	130	\$	130	130	\$	130	\$	130	\$	650
	Travel				\$	9,870	\$	9,870	9,870	\$	9,870	\$	9,870	\$	49,350
	Conference Hosting, Y1 only				\$	8,828								\$	8,828
	Other													\$	-
Total					\$	18,828	\$	10,000	10,000	\$	10,000	\$	10,000	\$	58,828
Exclusions															
	Others													\$	-
	Others													\$	-
	Others													\$	-
Total					\$	-	\$	-	-	\$	-	\$	-	\$	-
Total Direct Costs					\$	125,254	\$	123,638	121,374	\$	70,965	\$	66,856	\$	508,087
MTDC					\$	125,254	\$	123,638	121,374	\$	70,965	\$	66,856	\$	508,087
IDC (MTDC)					\$	35,823	\$	35,360	34,713	\$	20,296	\$	19,121	\$	145,313
TOTAL					\$	161,077	\$	158,998	156,087	\$	91,261	\$	85,977	\$	653,400

IDC Categories	2019
on campus research	56.50%
off campus research	29.30%
On campus Instruction	37.70%
Off Campus Instruction	28.60%
On campus Other Activity	37.80%
Off Campus-Other	28.40%

*****NSF: EXCLUDING EQUIPMENT (Over \$5,000), RENTAL COSTS,
NSF PARTICIPANT SUPPORT, RA TUITION...etc
(**Subaward amount exceeding \$25,000 not subject to F&A)

***Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion
BUDGET JUSTIFICATION
December 3, 2018***

Direct Sponsor: Saddleback College

Prime: NSF

Period of Performance: September 1, 2018 – August 31, 2023

Stanford University's fiscal year runs from September 1st through August 31st. Calendar effort is committed during this same period for faculty and other senior personnel. For faculty on an academic appointment, effort committed can include effort during the academic year (October 1st through June 30) and/or during the summer (July 1st through September 30th).

Key Personnel

Professor Jo Boaler (1.95 summer months Years 1-3, 0.45 summer month Years 4-5) . The Principal Investigator on this subaward will be responsible for all aspects of professional development dissemination to empower community college mathematics faculty, translating the latest research on mathematics mindsets into accessible and practical forms. She will insure that research goals are met in a timely manner, with scientific integrity, and completed within budgeted amounts. With assistance from the executive directors, she will insure that project activities and expenditures are in compliance with Stanford University and Saddleback College and in compliance with the National Science Foundation.

Other Personnel

Anne Palmer, Hub Coordinator and Executive Director for the STEM Core National Convening (Year 1: 5.52 months, Year 2: 5.40 months, Year 3: 5.23 months Year 4: 3.0 months Year 5: 2.64 months. Quarterly meeting with Bay Area Student Support Specialists to advise on broad-based recruitment to the STEM Core and outreach to underrepresented groups and lower skilled students. Collects quarterly reports from college student support specialists that includes the cohort activities (workshops, field trips, guest speakers, etc.). Disseminates articles and videos authored by Professor Boaler and Growth Sector, the backbone organization for the national STEM Core Alliance. Ensures effective online collaboration of STEM Core faculty and student support specialists at 15 community colleges in the expanded network and 15 colleges in the foundational network.

Staff B Cathy Williams, Executive Director, YouCubed Year 1 0.36 month, Year 2: 0.36 month, Year 3: 0.36 month Year 4: 0.36 month Year 5: 0.34 month will assist Professor Boaler in teaching one professional development session using a train-the-trainer model for the Northern California and Seattle/Pacific Northwest Region and one day's curriculum consultation in FY 19.

To Be Named, Curriculum Developer Year 2: 0.5 month Under the supervision of the Principal Investigator, the Curriculum Developer will in FY 20 work on an advanced algebra-calculus module to contextualize mathematics curriculum for students pursuing transfer to a four-year engineering degree program. We will recruit the candidate from the School of Education pool of Ph.D. candidates with expertise in this area.

Travel, Domestic

It is anticipated that the PI and YouCubed Executive Director will need to travel to Seattle and Los Alamos, New Mexico to consult with faculty and internship advisors at the Los Alamos National Laboratory. The Hub Coordinator also is expected to attend regional meetings twice annually with Hub coordinators in Seattle, Boulder, Albuquerque, and Baltimore to participate in staff development

symposia. We have included expenses for airfare, rental cars, hotels, and GSA per diem rates for meals and incidentals X 2 nights for a total of \$9,870 .

Destination	# trips	Airfare	Car	Hotel	per Diem	per trip	Total
Trip to Seattle	4	\$154	\$100	\$514	\$152	\$920	\$3,680
Trip to Albuquerque	2	\$196	\$122	\$282	\$110	\$710	\$2,840
Trip to Denver	2	\$225	\$134	314	\$132	\$805	\$1,610
Trip to Baltimore	2	\$300	\$130	\$298	\$142	\$870	\$1,740
							\$9,870

Other Direct Costs

Consultant Services

Stanford Conference Services will be contracted in year 1 to assist in registration and conference management for the annual convening of faculty, administrators and student support specialists at Stanford University. (\$8,828 including facilities rental, conference costs and working lunches for participants.)

Materials and Supplies

The cost to produce printed handouts and performance reports is estimated at \$130 per year.

Indirect Costs and Fringe Rates

Indirect Rates

Per sponsor policy, we are requesting 28.6 % (Off Campus Instruction) as indirects. Over 80% of all work/activities are conducted off campus. The hub coordinator's coordinating functions will be conducted at the Alliance college campuses and the San Jose Evergreen Community College District Office at 40 Market St. in San Jose, CA.

FY19 Provisional Fringe Benefits and Vacation Accrual/Disability Sick Leave rates:

Regular Benefits-eligible Employees 29.2%

Vacation Accrual/Disability Sick Leave rates (applicable to only Regular Benefits Eligible staff):
Exempt, Nonexempt, and bargaining unit staff 8.8%

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.

National Science Foundation
4201 Wilson Boulevard
Arlington, VA 22230
www.nsf.gov

COOPERATIVE AGREEMENT(CA)

AWARD: HRD-1834628	<div style="display: flex; justify-content: space-between;"> <div> EFFECTIVE DATE: EXPIRATION DATE: </div> <div> September 1, 2018 August 31, 2023 </div> </div>									
PROJECTED TOTAL AWARD FUNDING: (Subject to availability of funds) \$8,819,760 CUMULATIVE AMOUNT: \$1,538,434	SOLICITATION: (Incorporated by reference, as amended) NSF 18-529 Inclusion across the Nation of Communities of Learners of Underrepresented Discoverers in Engineering and Science (NSF INCLUDES) CFDA NUMBER: 47.076 OTHER AWARDS UNDER THIS PROGRAM: Show List of Awards									
<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> AWARDEE: Saddleback Community College District </div> <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> PROJECT TITLE: Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion </div> <div style="display: flex; justify-content: space-between;"> PROJECT ABSTRACT: https://www.fastlane.nsf.gov/servlet/showaward?award=1834628 </div>										
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Principal Investigator(s)</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Proposal No.</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Institution (s)</u></th> </tr> </thead> <tbody> <tr> <td>Jim Zoval</td> <td>HRD-1834628</td> <td>Saddleback Community College District</td> </tr> <tr> <td>Art Nitta</td> <td></td> <td>Saddleback Community College District</td> </tr> </tbody> </table>		<u>Principal Investigator(s)</u>	<u>Proposal No.</u>	<u>Institution (s)</u>	Jim Zoval	HRD-1834628	Saddleback Community College District	Art Nitta		Saddleback Community College District
<u>Principal Investigator(s)</u>	<u>Proposal No.</u>	<u>Institution (s)</u>								
Jim Zoval	HRD-1834628	Saddleback Community College District								
Art Nitta		Saddleback Community College District								

Michael Venn

The Community College of Baltimore County

Collaborators:

Principal Investigator (s)

Proposal No.

Institution (s)

Jim Zoval

HRD-1834628

Saddleback Community College District

Sarah M. Miller

HRD-1834608

University of Colorado

NSF Contact Information:

Financial/Administrative questions: e-mail your NSF Grants and Agreements Official, Jannele Gosey, at jgosey@nsf.gov or call the Division at 703-292-4445.

Programmatic questions: e-mail your NSF Program Officer, Joseph Whitmeyer, at jwhitmey@nsf.gov or call the Program Division at 703-292-7808.

This CA is entered into between the United States of America, represented by the National Science Foundation (NSF), and the above named Awardee pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 USC 1861-1875). This CA is provided electronically to the Awardee. The Awardee is responsible for full compliance with all Programmatic and Financial/Administrative Terms and Conditions as initially stated or as updated over the life of this CA. The Awardee's request to draw down funds under this CA will represent acceptance by the Awardee of all Terms and Conditions of the CA. The Authorized Organizational Representative (AOR) will be electronically notified of any changes to these Terms and Conditions and is encouraged to immediately review these changes and contact the Grants and Agreements Official or Program Officer within thirty days with any questions.

Financial/Administrative Terms and Conditions (FATC):

General FATC:

http://www.nsf.gov/publications/pub_summ.jsp?ods_key=NSF99999FATC004

Award Specific FATC:

Programmatic Terms and Conditions (PTC):

General PTC:

http://www.nsf.gov/publications/pub_summ.jsp?ods_key=NSF18529TPTC000

Award Specific PTC:

Change History

Prior Awarded Funding Amount:

Per Original Award on
08/30/2018: \$1,538,434

Programmatic Terms and Conditions (PTC):

General PTC:

http://www.nsf.gov/publications/pub_summ.jsp?ods_key=NSF171TPTC000

Award Specific PTC:

1. Key Personnel:

Except for the Principal Investigator(s) (PIs) or Co-PIs identified in this award, requests to make any changes to personnel, organizations, and/or partnerships specifically named in the proposal approved as part of this award shall be submitted in writing to the cognizant NSF Program Official for approval prior to any changes taking effect. Requests for prior approval of changes to the PI(s) must be submitted through FastLane for review by the cognizant NSF Program Official and approval by an NSF Grants Officer.

2. Program/Project Description:

The NSF INCLUDES Alliances form the central parts of the NSF INCLUDES National Network. Alliances will bring together programs, people, organizations, technologies, and institutions to achieve results at scale, provide new research, and leverage NSF's broadening participation investments. The NSF INCLUDES approach requires that each Alliance focus not only on its own vision and goals, but also work with the NSF INCLUDES Coordination Hub (the Hub) and other organizations within the NSF INCLUDES National Network. Collectively, the set of Alliances will participate in a network to achieve long-term goals of the NSF INCLUDES program through collaboration with the NSF INCLUDES Coordination Hub and by creating opportunities for other organizations and broadening participation stakeholders to join in and expand the NSF INCLUDES National Network.

3. Project Governance and Governing Responsibilities:

The Awardee is responsible for the satisfactory execution of the Alliance project, for the co-management of the collaborative awards and oversight of any subawards, and for ensuring the satisfactory completion of any awardee staff obligations associated with components of the project.

The Awardee(s) will ensure that an efficient, effective and transparent project governing structure is in place throughout the award period to support all critical or significant project activities. In support of this objective, key responsibilities for the Alliance Director, who is also the PI of the Lead Institution award, are defined as follows:

- a. Managing, overseeing, and directing the overall NSF INCLUDES Alliance project and communicating and coordinating Alliance activities with the NSF INCLUDES Coordination Hub;
- b. Contributing to collaborative infrastructure development, community development, and broader impact outcomes;
- c. Serving as the point of contact with NSF Program Officials and the Coordination Hub Director;
- d. Producing, together with PIs, Co-PIs and other project personnel, annual and final reports that provide both an integrated view of the overall project, its contribution to the Network, and specifics for each collaborating partner;
- e. Creating, maintaining, and contributing to an updated website for the NSF INCLUDES Alliance project; and
- f. Leading the project team in planning and coordinating all activities described in the Alliance proposal.

The Alliance Management Team, made up of the PIs of the collaborative awards, the personnel outlined in the proposals and led by the Alliance Director, is responsible for all Alliance functions. The Alliance Management Team reports to the Alliance Director and NSF.

4. Reporting Requirements:

The Awardee will provide reports as requested by the cognizant NSF Program Director who will determine the contents,

formats, and submission timelines. The Awardee will submit all required reports via the mechanisms specified by NSF. Below we specify the types of required reports, along with the frequency and content/purpose of each.

a. Teleconferences between NSF Program Officer and PI/Alliance Director and relevant co-PIs/collaborators.

i. Frequency:

1. At least once quarterly with the times to be jointly decided by NSF and the Project Manager.
2. Along with the teleconference, a written status report is to be provided at least one week prior to each teleconference.

ii. Content and purpose:

1. Guide and establish the schedule for agency approval requirements, type and frequency of project plans, special reporting requirements and project and Awardee reviews during the term of the award;
2. Update NSF about current and planned activities, including the NSF INCLUDES Alliance collaborative infrastructure, multi-stakeholder partnerships, Alliance activities, and management issues;
3. Provide information on the Alliance's support organization (backbone) that collaborates with the NSF INCLUDES Coordination Hub and provides the framework for communication and networking, network assistance and reinforcement, visibility and expansions of the Alliance and its partners;
4. Coordinate community events and outreach;
5. Coordinate with NSF as necessary to ensure appropriate information and support for Alliance research initiatives; and
6. Other items, as suggested as part of the written status report. The actual agenda may be modified in concert with NSF.

b. Site Visits and/or Reverse Site Visits.

i. Frequency:

1. At least two over the course of the funding period: one in the project's second year and one in the project's fourth year.
2. More site visits or Reverse Site Visits may be scheduled at the request of the NSF Program Officer, the NSF managing Division Director, or other NSF officials.

ii. Content and purpose: Contribute toward, and attend, an evaluation by an external committee assessing the progress of the Alliance project relative to the goals of the NSF INCLUDES Alliance program as specified in the original solicitation, as well as specific metrics outlined in the original proposal.

iii. Other site visits and/or reverse site visits may be requested by NSF, as appropriate and with reasonable accommodations for scope and timing.

c. Annual Reports.

i. Frequency:

1. Annual (via FastLane)
2. Content and Purpose: Submits to NSF an integrated project report incorporating results from work performed by all PIs in the project. The Report is reviewed and approved by the NSF cognizant Program Official.

d. Special Reports:

- i. A semi-annual financial report for the overall project, detailing expenditures for the lead project as well as any collaborative projects or subcontracts, is to be submitted by the Project Manager to the NSF Program Official. Submission

should be timed with the 2nd and 4th quarterly teleconferences and should be part of the agenda for those meetings.

ii. Other reports may be requested by NSF, as appropriate and with reasonable accommodations for scope and timeline.

e. NSF INCLUDES Coordination Hub:

i. Frequency: Ongoing activity to establish and maintain communication and relationships with the NSF INCLUDES Coordination Hub.

ii. Content and purpose:

1. Submit reports and data on progress, publications and outreach activities, and outcomes and impacts from the activities and research for the overall project.
2. Provide the NSF INCLUDES Coordination Hub user community with updates on resources available through the Alliance.
3. Assist the NSF INCLUDES Coordination Hub with supporting, growing and maintaining the NSF INCLUDES National Network through active participation in NSF INCLUDES convenings and Coordination Hub events (virtual and face-to-face).

iii. Data Access Policy: The Awardee will submit for NSF approval a document defining the policies and procedures by which the Awardee will receive, manage and disseminate information content relevant to the NSF INCLUDES National Network through the NSF INCLUDES Coordination Hub on behalf of its community, users and relevant stakeholders. The document will address issues such as security, confidentiality, and compliance with any relevant licensing or intellectual property rights constraints. This will be developed and refined in close collaboration with the NSF PO and other relevant NSF personnel during the first 90 days. The policy must be approved by the NSF PO before it is deemed complete, and will be one of the key documents reviewed at each comprehensive project review.

5. NSF Ongoing Project Oversight:

Responsibility for management is shared by the NSF and the Awardee. NSF will be involved with project activities on an appropriate basis, including providing advice, guidance or assistance of a technical, management, or coordinating nature. NSF prior approval of specific decisions, milestones, or project activities may be required. Teleconferences with NSF and reports submitted to NSF will be used to guide and establish the schedule for agency approval requirements, type and frequency of project plans, special reporting requirements, and project and Awardee reviews that NSF will conduct during the term of the award.

NSF Cognizant Program Official will maintain a close working relationship with the Alliance Director. The NSF PO will review project progress on a regular basis and all adjustments that may become necessary. The Alliance Director will send any adjustments that change the scope defined in these Programmatic Terms and Conditions to the PO for review and for final approval by NSF. The NSF PO can recommend changes to the Alliance Management Team based on his/her assessment of team members' performance and coordination with the Hub's activities.

6. Program-Specific Terms and Conditions: The terms and conditions stated herein are the minimum requirements for the NSF INCLUDES Alliance to fulfill the responsibilities to achieve the goals expected under the NSF INCLUDES Alliances Solicitation NSF 18-529. All referenced documents including websites and other documents submitted to NSF are made a part of this Cooperative Agreement. The absence of a compelling strategy and demonstrable impact in achieving the goals and key features of the NSF INCLUDES Alliance incorporated in this agreement and described in full details in NSF 18-529 is sufficient reason to deny continued funding.

Financial Terms and Conditions (to be inserted by DGA)

This project is awarded in accordance with the **revised** budget.

Data Management Plan

Types of Data and Collection:

The STEM Core Alliance partner colleges will collect quantitative data to measure two local levels of impact related to student outcomes and program implementation to inform internal improvement efforts:

Student-level data to measure course pass rates and enrollment retention, number of student interactions with student support specialists, transfers or Associate degree completion, successful internship placements, employment status after participations, STEM Core students enrolled into higher level sequential math courses, and STEM Core student demographics vs college wide demographics;

Institution level data to measure the establishment and success of STEM Core pathways and potential expansion of STEM pipelines for remedial students, sustainability of STEM Core cohorts, and expanding enrollment in STEM Core pathways. Data points include the number of partner colleges that implement STEM Core pathways, exposure of college math faculty to growth mindset and equity/access professional development, impact of professional development on math teaching and counseling perspective on educational pathways, percent of remedial students exposed to STEM Core pathways, and the number of STEM Core cohorts enrolled per year.

The STEM Core Alliance lead, backbone and external evaluators will collect data to measure two broader levels of impact. The external evaluator will draw the student and institution level results into the broader evaluation efforts to monitor implementation and outcomes and to use the data to understand college-level implementation, hub and backbone analysis of and response to college-level data.

Regional and national level data to measure the regional hubs' ability to sustain and expand STEM Core pathways at the state and regional levels, the ability of a hub to engage with regional workforce and community partners, and employer engagement. Data points include the number and regularity of hub convenings and attendance, number and regularity of regional professional development sessions/attendance, number of regional partner colleges each year, number of regional employer partners and other regional funding sources.

The evaluators will observe and document professional development and other network activities focusing on processes within the hub convenings, progress and follow up since last convening, and engagement with external partners. Observations will be documented through a combination of running field notes and semi-structured protocol developed in alignment with the evaluation questions. Evaluators will attend the annual national network convenings, the virtual national convenings each year, and two hub meetings each year. The evaluators will also conduct site visits at implementing partner colleges to observe STEM Core math classes and to interview campus stakeholders. These site visits will inform the evaluation as to how schools overcome common implementation barriers and how local variations affect program implementation. The ethical practices in the collection and processing of data and the protection of human subjects are standard procedures at SRI. Project directors and managers must meet approval of the SRI Internal Review Board's Human Subjects Committee prior to conducting any research. Confidentiality requirements, in accordance with the IRB, are described in consent forms and in all data collection and management protocols and coding manuals. Additionally, all SRI project team members are required to complete the CITI (Collaborative Institutional Training Initiative) Program training on Human Subjects Research, and will receive additional training based on recommended practices for handling and protecting personally identifiable information (PII) as described in SRI's Personally Identifiable Information Handbook.

Data Format and Content:

Colleges will collect quantitative student data as part of normal college activities. Institutions of higher education, and community colleges in particular, share similar data reporting requirements and

maintain student information systems that capture information using similar data definitions. As such, community college partners should easily be able to comply with Alliance data reporting protocols and needs. STEM Core students will be tracked over time by Student ID number. Saddleback College's Director of Planning, Research, and Accreditation will oversee the design and development of data systems for collecting and reporting college-level data. Saddleback's data collection and reporting protocol will ensure that data is de-identified and shared in a manner that protects privacy, confidentiality, security, and other rights as appropriate.

Evaluator site visit data will be in the form of running field notes and semi-structured data collection protocols. The evaluators will conduct interviews with key alliance leadership, community college deans and student support specialists, and external partners. The evaluator will interview key alliance leadership, college staff, and external partners in person while attending national or hub convenings, or by phone following convenings.

Data Access and Sharing:

Quantitative data collected by colleges will be securely stored on local college networks using password-protected systems developed and maintained in accordance with individual college policy. Quantitative data will be transferred to Saddleback College through a secure file transfer protocol (FTP) site. Saddleback College's research analyst will clean and prepare all datasets for analysis and will transfer them to the evaluator using the same FTP site.

In order to maintain confidentiality, data on respondents will be kept separate from PII (e.g., participant name or address) and a system of pseudo-IDs will be used to preserve anonymity while allowing any necessary linkage between data files to process the information gathered for research purposes. The identifying information will be stored in a password-protected data system with restricted access. Reports will be in the form of aggregated data only; no individual identifiers will be provided. For sharing with researchers outside of this project, we will ensure that all identifying information is removed from the data, including indirect identifiers and other information that may lead to deductive disclosure for small subsamples.

Dissemination:

The evaluator will provide to Saddleback and Growth Sector regular reporting to inform the ongoing refinement of network activities, provide information that can be shared with hub leaders and support external reporting requirements. This includes regular quarterly oral debriefs to update on work completed, information about recent trends or findings, and details of upcoming plans. The evaluator will also annually provide to the lead and backbone information on any evaluator products resulting from the evaluation, details of participants from the evaluation team, written evaluation summaries of findings to date concerning the network, and documentation of any changes or programs that arise. All identifying information and FERPA-protected information will be excluded from products made available.

Hub convenings will provide a forum for all alliance partners to disseminate implementation progress, student outcomes findings, lessons learned, and best practices within each hub, while the annual national convenings will provide a similar forum for dissemination at the national level. It is anticipated that several white papers and journal articles will arise from this project to broadly disseminate alliance findings.

Data or, if data cannot be released for privacy or confidentiality reasons, metadata generated by this project will be made publicly available via the NSF Coordination Hub data repository.

Data Preservation:

Raw data collected during the course of this project, as well as any reports and/or evaluations will be archived and preserved at Saddleback College at the end of the performance period. Alliance partners and funding agency will be given access to data if requested. *All financial records, supporting documents, statistical records and all other records and data pertinent to this project will be preserved by Saddleback College for a minimum of three years after the expiration of the award, in accordance with NSF's Record Retention and Audit requirements.*

NATIONAL SCIENCE FOUNDATION**Award Notice****Award Number (FAIN):** 1834628**Managing Division**
Abbreviation: HRD**Amendment Number:** 001**AWARDEE INFORMATION****Award Recipient:** Saddleback Community College District
Awardee Address: 28000 Marguerite Parkway Mission Viejo, CA 926923635
Official Awardee Email Address: scgrants@saddleback.edu
Unique Entity Identifier (DUNS ID): 076060169**AMENDMENT INFORMATION****Amendment Type:** Other Admin No Fund Actions
Amendment Date: 02/07/2019
Amendment Number: 001
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 01/08/2019.

Except as modified by this amendment, the award conditions remain unchanged.

AWARD INFORMATION**Award Number (FAIN):** 1834628
Award Date: 08/30/2018
Award Period of Performance: Start Date: 09/01/2018 End Date: 08/31/2023
Project Title: Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion
Managing Division Abbreviation: HRD
Award Instrument: Cooperative Agreement
Research and Development Award: Yes
Funding Opportunity: NSF 18-529 Inclusion across the Nation of Communities of Learners of Underrepresented Discoverers in Engineering and Science (NSF INCLUDES)
CFDA Number and Name: 47.076 Education and Human Resources**FUNDING INFORMATION****Amount Obligated by this Amendment:** \$0.00
Total Intended Award Amount: \$8,819,760.00
Total Approved Cost Share or Matching Amount: \$0.00
Total Amount Obligated to Date: \$1,538,434.00

PROJECT PERSONNEL

Principal Investigator: Jim Zoval	Email: jzoval@saddleback.edu	Institution: Saddleback College
Co-Principal Investigator: Michael Venn	Email: mvenn@ccbcmd.edu	Institution: Community College of Baltimore County, E
Co-Principal Investigator: Art Nitta	Email: anitta@saddleback.edu	Institution: Saddleback College

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: Joseph M. Whitmeyer
Awarding Official Email: lfarrior@nsf.gov	Managing Program Officer Email: jwhitmey@nsf.gov

GENERAL TERMS AND CONDITIONS

This Cooperative Agreement (CA) is entered into between the United States of America, represented by the National Science Foundation (NSF), and the above named Awardee pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 USC 1861-1875). This CA is provided electronically to the Awardee. The Awardee is responsible for full compliance with all Programmatic and Financial/Administrative Terms and Conditions as initially stated or as updated over the life of this CA. The Awardee's request to draw down funds under this CA will represent acceptance by the Awardee of all Terms and Conditions of the CA. The Authorized Organizational Representative (AOR) will be electronically notified of any changes to these Terms and Conditions and is encouraged to immediately review these changes and contact the Grants and Agreements Official or Program Officer within thirty days with any questions.

CA-FATC

This award is subject to the Cooperative Agreement Financial & Administrative Terms and Conditions (CA-FATC), dated 05/14/2018, available at https://www.nsf.gov/awards/managing/co-op_conditions.jsp.

This award is made in accordance with the provisions of NSF Solicitation NSF 18-529-Inclusion across the Nation of Communities of Learners of Underrepresented Discoverers in Engineering and Science (NSF INCLUDES).

To view the Award Document in FastLane go
to: <https://www.fastlane.nsf.gov/researchadmin/emailLoginHome.do?awardId=1834628&amendmentId=001>

FATC AND PTCFinancial and Administrative Terms and Conditions (FATC)

Except as modified by this amendment, the award conditions remain unchanged.

Programmatic Terms and Conditions (PTC)

Except as modified by this amendment, the award conditions remain unchanged.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Authorize the Purchase of Cisco Network Equipment, Warranty of Hardware, Maintenance, Repair Services, Software, and Software Maintenance, ePlus Technology, Inc.

ACTION: Approval

BACKGROUND

The District's Information Technology (IT) department has the need to procure Cisco network equipment, warranty of hardware, maintenance, repair services, software, and software maintenance.

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

ePlus Technology, Inc. has been awarded CMAS Contract No. 3-08-70-1633T Supplement No. 8 (CMAS Contract) for the purchase of Cisco network equipment, warranty of hardware, maintenance, repair services, software, 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 Cisco network equipment and related services. 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. 8 to the CMAS Contract through September 4, 2023, 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 is available in the general fund and Saddleback College approved Basic Aid account. The cost for current needs is estimated at \$419,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the use of California Multiple Award Schedule Contract No. 3-08-70-1633T, Supplement No. 8 as awarded to ePlus Technology, Inc. for the purchase of Cisco network equipment, warranty of hardware, maintenance, repair services, software, and software maintenance, ePlus Technology, Inc.

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

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Contract for Information Technology Consultancy, Gartner, Inc.

ACTION: Approval

BACKGROUND

Gartner, Inc. is the world's leading information technology consultancy, providing various highly specialized services such as data analytics, phone consultations with worldwide experts, online research library, and contract reviews.

STATUS

In order to support the Student Information System (SIS), Enterprise Resource Planning (ERP) system, software development and the technology procurement process, the District is in need of expertise in the areas of enterprise architecture, security and risk management, data and analytics, procurement, and program management. The District IT staff has evaluated service providers within the industry and has reasonably determined that Gartner is the only company that provides the complete and comprehensive level of specialized services required by the District. This contract is being awarded under the provisions of Government Code 53060 for specialized services.

Initially, Gartner's services were utilized solely by District IT; later, Saddleback's Media Services & Broadcast Systems were added. The current contract will expand Gartner's service district-wide.

Funding for the Gartner service is provided by District-wide Technology Committee Innovation funds.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the agreement with Gartner, Inc., for an amount of \$354,900 for the term July 1, 2019 through June 30, 2022.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*
Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services

Gartner, Inc. Service Agreement for SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (“Client”)

This Service Agreement (“SA”), including the General Terms and all applicable Service Descriptions, constitutes the complete agreement between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 (“**Gartner**”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and South Orange County Community College District of 28000 Marguerite Parkway, Mission Viejo, CA 92692-3635 (“**Client**”) for the Services (as defined below). Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
Gartner for IT Leaders	Individual Access Advisor	2	Anthony Maciel; Bruce Hagan	01-JUL-2019	30-JUN-2020	\$60,400.00	\$60,400.00
IT Leadership Team	Leader	1	Robert Bramucci	01-JUL-2019	30-JUN-2020	\$30,200.00	\$30,200.00
IT Leadership Team	Essentials Member	3	Denice Inciong, Jeff Dorsz, Jim Gaston,	01-JUL-2019	30-JUN-2020	\$26,400.00	\$26,400.00
				Term Total	(Excluding applicable taxes)		\$117,000.00
Gartner for IT Leaders	Individual Access Advisor	2	Anthony Maciel; Bruce Hagan	01-JUL-2020	30-JUN-2021	\$60,400.00	\$60,400.00
IT Leadership Team	Leader	1	Robert Bramucci	01-JUL-2020	30-JUN-2021	\$30,200.00	\$30,200.00
IT Leadership Team	Essentials Member	3	Denice Inciong, Jeff Dorsz, Jim Gaston,	01-JUL-2020	30-JUN-2021	\$26,400.00	\$26,400.00
				Term Total	(Excluding applicable taxes)		\$117,000.00
Gartner for IT Leaders	Individual Access Advisor	2	Anthony Maciel; Bruce Hagan	01-JUL-2021	30-JUN-2022	\$62,400.00	\$62,400.00
IT Leadership Team	Leader	1	Robert Bramucci	01-JUL-2021	30-JUN-2022	\$31,200.00	\$31,200.00
IT Leadership Team	Essentials Member	3	Denice Inciong, Jeff Dorsz, Jim Gaston,	01-JUL-2021	30-JUN-2022	\$27,300.00	\$27,300.00
				Term Total	(Excluding applicable taxes)		\$120,900.00

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(a) This SA contains a pricing incentive for a (3) year, non-severable term. Upon Year 3 Contract Term End Date any additional or renewal purchases shall be at the then-current Gartner State and Local Government price.

(b) Notwithstanding section (a) above, Client may terminate Years 2 and/or 3 of this SA, upon at least thirty day notice prior to the start of the 2nd or 3rd yearly subscription period, in the event Client does not receive appropriated funds from its funding authority for the applicable fiscal year. However, if the Client invokes its termination right herein, Client may not re-order the Service at the multi-year price but will be subject to Gartner's then-current State and Local Government price.

2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Gartner for IT Leaders Individual Access Advisor	http://sd.gartner.com/sd_itl_individual_advisor.pdf
IT Leadership Team Leader	http://sd.gartner.com/sd_itl_team_leader.pdf
IT Leadership Team Essentials Member	http://sd.gartner.com/sd_itl_team_essentials_member.pdf

3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO's are to be sent to purchaseorders@gartner.com. This SA may be signed in counterparts.

4. CLIENT BILLING INFORMATION

Purchase Order Number

Billing Address

Invoice Recipient Name

Invoice Recipient Email

Invoice Recipient Tel. No.

5. AUTHORIZATION

South Orange County Community College District:

Gartner, Inc.

Signature/Date

Signature/Date

Print Name and Title

Print Name and Title

IF USING A DIGITAL SIGNATURE, PLEASE CONFIRM THE FOLLOWING AS A CONDITION OF CONTRACT EXECUTION:

[] By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false statement and material breach of contract.

General Terms

1. Notwithstanding section 1. DEFINITIONS AND ORDER SCHEDULE (b) above, this SA for subscription-based research and related services (the “Services”) is non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.

2. **Ownership and Use of the Services.** Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in this SA (each a “Licensed User”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the *Gartner Usage Policy*, which is accessible to all Licensed Users via the “Policies” section of [gartner.com](#). Among other things, the *Gartner Usage Policy* describes how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.

3. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

4. **Client Confidential Information.** Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process.

5. **Data Protection.** In performing its obligations under this SA, Gartner and Client will each comply with all applicable data privacy legislation. Without limitation to this, Client shall ensure that any disclosure of personal data, whether in relation to Client's employees or otherwise, made to Gartner by Client or on its behalf is made with the data subject's consent or is otherwise lawful. In so far as any disclosure relates to Client's own employee or subcontractor, Client shall notify that employee or subcontractor that Gartner and its affiliates may: (a) use the personal data to provide Client with the Services, (b) disclose the personal data to third parties to provide the Services; and (c) inform Client about other products or services that Gartner believes may be of interest. If any person does not wish to receive such Gartner communications, they may contact Gartner at privacy@gartner.com.

6. Miscellaneous

(a) **Assignability.** This SA and the rights granted to Client hereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.

(b) **Arbitration.** Any unresolved dispute under this SA shall be decided by arbitration conducted in California before a single arbitrator under the administration of JAMS, in accordance with JAMS' Streamlined Arbitration Rules and Procedures. The decision of the arbitrator shall be final and binding, and the award may be entered in any court having jurisdiction. The prevailing party in any arbitration shall be entitled to an award of its reasonable attorneys' fees and costs, in addition to any award of damages or other relief.

(c) **Applicable Law.** This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of California, without reference to its conflict of law principles.

(d) **Use of Name, Trademark, and Logo.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.

(e) **No Third Party Beneficiaries.** This SA is for the benefit of the parties only.

(f) **Surviving Clauses.** Sections 3, 4, 5 and 6 (b), (c), (d), (e) and (f) shall survive the termination of this SA.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Board Policy Revision: BP-1311 Civic Center and Other Facilities Use, BP-3453 Emergency Operations Plan, BP-3502 Campus Police and Safety Services, BP-3517 Student Organizations at Off-Campus Locations, BP-3600 Disposition of District Property, BP-3610 Auxiliary Organizations, Including Foundations, BP-4008 Fingerprinting of Personnel, BP-4014 Electronic Communication, BP-4083 Vacation Leave for Management Personnel, BP-4111 Professional Growth and Development Leave for Administrators and Classified Managers, BP-5608 Student Fee Refunds, BP-5700 Intercollegiate Athletics

ACTION: Review and Study

BACKGROUND

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

STATUS

Twelve board policies (EXHIBITS A through L) are presented to the Board of Trustees for review and study. 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 May 9, 2019 for review and recommendation to the Chancellor.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the board policies as listed.

BOARD POLICY

1311

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

COMMUNITY
RELATIONS

CIVIC CENTER AND OTHER FACILITIES USE

~~There is a Civic Center at each college and campus. Use of the Civic Center shall be granted as provided by law.~~ The Chancellor shall establish ~~procedures~~ regulations regarding the use of District property and facilities, including but not limited to facilities, equipment and supplies, by community groups, ~~and other outside contractors,~~ and others.

These administrative ~~procedures~~ regulations shall reflect the requirements of applicable law, including Education Code Section 82537 and 82542, regarding Civic Centers. The regulations shall include reasonable rules regarding the time, place and manner of use of District facilities. They shall assure that persons or organizations using college property are charged such fees as are authorized by law. Public use of District property shall not interfere with scheduled instructional programs or other activities.

No group or organization may use District property for purposes that discriminate on the basis of race, color, religion, ancestry, national origin, military or veteran status, disability, ~~sex (i.e., gender)~~ gender, gender identity, gender expression, or sexual orientation, or the perception that a person has one or more of the foregoing characteristics, or because a person associates with a person or group with one or more of these actual or perceived characteristics or on any basis prohibited by law.

Use of the District's Civic Centers will be only for the purposes described by the California Legislature in Education Code Section 82537(a). These purposes include use by associations "formed for recreational, educational, political, economic, artistic, or moral activities of the public school districts" in order to "engage in supervised recreational activities" or "meet and discuss from time to time, as they may desire, any subjects and questions which in their judgment appertain to the educational, political, economic, artistic, and moral interests of the citizens of the communities in which they reside" (Education Code Section 82537(a)).²² In granting permission to use the Civic Centers, the District will not discriminate on the basis of viewpoint with regard to organizations engaging in expressive activities on the topics and subject matters articulated above.

Reference:

Education Code Section 82537 and 82542

California Code of Regulations Title 5 Sections 59601 et. seq.

Adopted:	12-14-70	Revised:	03-07-88	Revised:	12-11-06	Page 1 of 1
Revised:	04-07-75	Revised:	04-26-99	Revised:	09-27-10	
Revised:	03-28-77	Revised:	09-29-03			

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

3453

BUSINESS

EMERGENCY RESPONSE ~~OPERATIONS~~ PLAN

The Chancellor shall establish procedures that ensure that the District, and the colleges ~~and ATEP~~ implement an Emergency Operations Plan (EOP) to be activated in the event of an emergency, ~~or such as the occurrence of a natural disaster, or hazardous condition, terrorist activity, or active shooter incident.~~ This ~~plan~~ EOP must comply with the National Incident Management System (NIMS) and, the Standardized Emergency Management System (SEMS) and should incorporate the functions and principles of the Incident Command System (ICS), ~~the Master Mutual Aid Agreement (MMAA)~~ and any other relevant programs. The ~~plan~~ EOP must incorporate NIMS and SEMS to facilitate the coordination between and among agencies in the event of an emergency or natural disaster.

The Chancellor shall ensure that a team is created to carry out compliance with NIMS and SEMS mandates. Compliance with NIMS and SEMS mandates include but are not limited to:

- Establishing a disaster preparedness procedures or plan; and
- Developing guidelines regarding activation and chain of command responsibilities; and
- Completion of training sessions by ~~all~~ District employees ~~of the district~~ in compliance with NIMS and SEMS guidelines.
 - Training requirements vary based on job titles or assigned roles within the emergency plan.

~~All District employees of the District~~ must be informed that as public employees, they are also disaster service workers during national, state and local emergencies. The District must ensure that its employees are in compliance with the disaster service worker oath requirements.

~~The District will ensure that a team is created to carry out compliance with NIMS and SEMS mandates.~~ The District and colleges must ensure that their EOP is updated annually. The disaster plan shall be accessible via the colleges' website. Annually, the plan shall be emailed to all employees.

~~The responses to emergencies or natural disasters are organized by SEMS into five categories: field response, local government, operational areas, regions and state.~~

~~The plan will contain information regarding activation and chain of command responsibilities. Compliance with NIMS mandates requires planning and incorporation for all phases of emergency management including mitigation and prevention, preparedness, response and recovery. The District must ensure that its disaster plan is updated regularly. Campuses must comply with NIMS and SEMS to receive federal or state funding.~~

References:

Adopted: 08-31-09
Revised 09-27-10

Education Code Sections 32280 et. seq. and, 71095-;
Government Code Sections 3100 and 8607(a);
Homeland Security Act of 2002;
National Fire Protection Association 1600;
Homeland Security Presidential Directive-5;
Executive Order S-2-05;
19 California Codes of Regulations ~~(CCR)~~ Sections 2400-2450;
34 Code of Federal Regulations Part 668.46 (g)

BOARD POLICY

3502

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

CAMPUS POLICE AND SAFETY SERVICES

The Board of Trustees is committed to a safe and secure District work and learning environment. ~~To that end, the Chancellor or designee shall establish a campus safety plan and ensure that it is posted or otherwise made available to students. The campus safety plan shall include availability and location of security personnel, methods for summoning assistance of security personnel, any special safeguards that have been established, any actions taken in the preceding 18 months to increase safety, and any changes in safety precautions to be made during the next 24 months.~~ The campus law enforcement agencies have the primary authority for providing police and safety services to their campuses, including the investigation of criminal activity.

The Chancellor or designee shall ensure the District enters into written agreements with local law enforcement for each campus to clarify operational responsibilities for investigations of crimes occurring on each campus. Each written agreement entered into shall designate which law enforcement agency shall have operational responsibility for investigations and delineate the specific geographical boundaries of each agency's operational responsibility, including maps as necessary. These agreements shall not limit the authority of campus police departments in providing police services to their campuses.

Reference:

Education Code ~~67380(a)(4)~~ 67381.1

BOARD POLICY

3517

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

STUDENT ORGANIZATIONS AT OFF-CAMPUS LOCATIONS

The District shall work with local law enforcement agencies to monitor and assess criminal activity ~~in which~~^{by} students ~~engage~~ at off-campus locations of student organizations officially recognized by the District.

Reference:

34 Code of Federal Regulations Section 668.46(b)(7)

BOARD POLICY

3600

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

DISPOSITION OF DISTRICT PROPERTY

The Board of Trustees shall authorize the disposal of surplus personal property, including, but not limited to ~~or obsolete~~ supplies, materials, furniture and equipment, which are unusable, no longer required, obsolete or unsuitable for District purposes and authorize the Chancellor or ~~his/her~~ designee to ~~dispose~~ sell, auction, donate, recycle, or otherwise dispose such personal property of the District of such supplies and equipment in conformance with the law and District procedures. The Chancellor or designee shall periodically submit to the Board of Trustees for approval all such surplus property prior to the disposition of District personal property. ~~All sales of surplus district property shall be reported to the Board of Trustees on a periodic basis.~~

This policy shall not be construed as authorizing any representative of the District to dispose of surplus real property at any time.

Reference:

Education Code Section 70902(b)(6), ~~81383, 81384,~~ and 81450 et. seq., ~~81452~~

Adopted:	09-08-80	Revised:	04-23-99	Reviewed:	02-27-12	Page 1 of 1
Revised:	04-06-87	Revised:	09-29-03	Revised:	07-30-12	
Revised:	05-23-88	Revised:	04-28-08			

BOARD POLICY

3610

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

AUXILIARY ORGANIZATIONS, INCLUDING FOUNDATIONS

The Board of Trustees may recognize and approve auxiliary organizations, identified in Title 5, California, Code of Regulations, established for the purpose of providing to the District any and all supportive services, specialized programs, and functions for the general benefit of its colleges or the District. ~~identified in Title 5, Calif. Code of Regulations.~~

The Chancellor shall establish administrative regulations necessary to fully comply with California law relating to auxiliary organizations, and to submit this policy and those regulations to the Chancellor for the California Community Colleges as required by law. At a minimum, the regulations shall address the subjects required by Title 5 and Education Code.

Recognition and establishment of auxiliary organizations shall include a public hearing on the recommendation to recognize or establish an auxiliary organization; Board of Trustees' approval of the auxiliary organization; and approval of a written agreement between the District and the auxiliary organization describing the services, programs or functions to be performed. All such written agreements shall comply fully with the requirements of Title 5, Section 59257(j).

Any auxiliary organization recognized by the Board of Trustees shall conduct its business in accordance with the administrative regulations adopted by the Chancellor pursuant to this policy. Notwithstanding, anything contained in the administrative regulations, any auxiliary organization recognized by the Board of Trustees shall comply with Education Code provisions regarding:

1. ~~The~~ composition of a board of directors and the way in which it conducts its meetings;
2. ~~Con~~ducting an annual audit;
3. ~~E~~mploying its work force; and,
4. ~~E~~xpensing and appropriating its funds, and keeping its records.

No funds or resources, other than funds or resources derived from gifts or bequests, shall be transferred by the District to any of its auxiliary organizations for the purpose of either avoiding laws or regulations that constrain community college district or providing the District with an unfair advantage with respect to the application of any state funding mechanism. Such state funding mechanisms include, but are not limited to, general apportionment funding, capital outlay funding, Extended Opportunity Programs and Services funding, and funding for programs and services for ~~disabled~~ students with disabilities.

References:

California Education Code, Section 72670, et seq.;

Title 5, California Code of Regulations, Sections 59250, et. seq.

Adopted: 03-29-04

Revised: 03-28-11

Page 1 of 1

BOARD POLICY

4008

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

~~PERSONNEL~~ HUMAN RESOURCES

FINGERPRINTING OF PERSONNEL

All new employees shall, within ten (10) days of employment, be fingerprinted by the appropriate law enforcement agency. The District may exempt from this requirement classified substitute and temporary employees employed for less than a school year.

Reference:

California Education Code, Sections 87013 and 88024

Adopted:	09-26-69	Revised:	04-08-91	Revised:	01-20-04	Page 1 of 1
Revised:	02-22-72	Revised:	05-11-92	Reviewed:	10-13-10	
Revised:	04-10-89	Revised:	04-26-99			

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

~~4000.2~~4014

HUMAN RESOURCES

ELECTRONIC COMMUNICATION

The Board of Trustees of the South Orange County Community College District finds that it is important for staff and students to have access to electronic-based research tools and skills through its electronic/digital information network for educational and work related purposes. Such access is a privilege and requires that individual users act responsibly. The electronic/digital information network consists of (but is not limited to) District ~~owned~~ computers, computer networks, application software, electronic mail and voice mail systems, internet services, wireless networks, audio and video conferencing, and related electronic devices such as cellular telephones, facsimile machines and copiers.

It is the policy of ~~this~~the District to restrict access to and use of the electronic/digital information network to students and employees for educational and work related purposes. ~~by students and employees and work related purposes by employees~~. Use of the District's electronic/digital information network for other purposes amounting to more than incidental personal use or for unlawful purposes is not authorized and can constitute grounds for revocation of user privileges, removal of offending material, and potential disciplinary action.

There is no right to privacy in the use of the District's resources. The District may monitor and access information contained on its resources for investigative and/or administrative purposes, and may take administrative action in response to any violation of this policy, applicable administrative regulation, or other law. The Chancellor is hereby authorized to adopt and implement such administrative regulations to implement this policy.

Adopted:	04-28-97	Revised:	12-10-07
Revised:	04-26-99	Revised:	07-25-11
Revised:	02-18-03		

Page 1 of 1

BOARD POLICY

4083

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

VACATION LEAVE FOR ADMINISTRATORS AND CLASSIFIED MANAGEMENT PERSONNEL MANAGEMENT PERSONNEL

~~Administrators and classified management personnel~~ Management personnel shall accumulate vacation days at the rate of two (2) vacation days for each month of service during any fiscal year not to exceed 24 days per fiscal year. Employees may accrue vacation time up to a maximum two (2) times their annual vacation allowance.

Employees whose vacation balance exceeds the 48 day limit on August 31st shall not earn nor accrue further vacation leave until the employee reduces his or her vacation leave balance to an amount not exceeding the 48 day limit.

At the time of separation, retirement, termination, or reassignment, accrued but unused vacation leave ~~for administrators~~ shall be paid at ~~the~~ their daily rate for academic administrators and at the hourly rate for classified administrators/managers ~~management personnel~~ at their hourly rate, in effect at the time of their separation, retirement, termination, or reassignment.

Adopted: 02-13-69
Revised: 06-14-71
Revised: 05-27-75
Revised: 12-10-79
Revised: 04-30-87

Revised: 04-01-89
Revised: 05-11-92
Revised: 04-26-99
Revised: 01-31-05
Revised: 01-31-06

Revised: 11-20-06

Reviewed by BPARAC & Chancellor on 7-6-11
No Recommended Change to Policy

BOARD POLICY

4111

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

PROFESSIONAL GROWTH AND DEVELOPMENT LEAVE FOR ADMINISTRATORS AND CLASSIFIED ~~MANAGERS~~ MANAGEMENT PERSONNEL

The Board of Trustees may grant administrative leaves to administrators and classified managers.
The Chancellor shall develop administrative regulations establishing the application process for leaves under this policy.

Adopted:	02-25-74	Revised:	04-10-89	Revised:	06-21-05	Page 1 of 1
Revised:	02-24-75	Revised:	04-26-99	Revised:	09-26-11	
Revised:	07-11-77	Revised:	05-24-04			
Revised:	06-10-85	Revised:	01-31-05			

BOARD POLICY

5608

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

TUITIONSTUDENT FEE REFUNDS

~~A request for nonresident tuition refunds may be requested and granted under the conditions outlined in the Administrative Regulation 5608.~~

The South Orange County Community College District shall refund enrollment, nonresident tuition, and fees in accordance with applicable federal and state laws and regulations.

The Chancellor shall establish administrative regulations defining the refund process.

Reference:

Title 5, California Code of Regulations, Section 54070, 58508

Revised: 5-03-82	Revised: 4-26-99	Revised: 5-21-12
Revised: 5-15-89	Revised: 8-30-04	
Revised: 4-08-91	Revised: 1-31-05	

BOARD POLICY

5700

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

INTERCOLLEGIATE ATHLETICS

The District may maintain organized athletic programs for men and women in intercollegiate athletics. The programs shall not discriminate on the basis of gender in the availability of athletic opportunities.

The Chancellor or designee shall assure that the athletic program complies with state law, the California Community Colleges Athletic Association (CCCCAA), Constitution and Sports Championship Handbooks Guides and appropriate Conference Constitution regarding student athlete participation.

Reference:

*~~Title IX, Education Amendments of 1972;~~ 20 U.S. Code Sections 1681 et. seq.
Education Code Sections 66271.6, 66271.8, 67360 et. seq., 78223
ACCJC Accreditation Standard II; C.4*

Adopted: 12-07-09
Revised: 05-20-13
Revised: 11-25-13
Revised: 12-14-15

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Academic Employees and Classified Administrators
Personnel Actions – Regular Items

ACTION: Ratification

BACKGROUND

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

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 Exhibit A.

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

A. 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</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Carter, Teryn R.	Jazz Picnic Guest Artist	\$1,200.00	05/04/19-05/04/19
Yourman, Kevin	Early College Facilitator 3	\$100.00	01/14/19-05/22/19
General Fund/IVC Month to Date:		\$ 1,300.00	
IVC APPROVED YEAR TO DATE:		\$ 376,692.16	

2. It is recommended that the following Saddleback College faculty members be compensated as indicated below for the 2018/2019 and 2019/2020 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Carrillo, Jennifer	Supervise Student Art Show	\$1,706.00	04/01/19-05/20/19
Cesareo, Claire	Ed. Planning & Assessment Coord.	\$2,832.00	05/28/19-08/11/19
Damm, Kathy	Student Learning, Outcomes Coord.	\$1,416.00	05/28/19-08/11/19
Duffy, Michelle	Curriculum Lead Team	\$4,248.00	05/28/19-08/11/19
Lovett, Margot	Program Review Coordinator	\$1,416.00	05/28/19-08/11/19
Lunetto, Kathleen	Curriculum Lead Team	\$4,248.00	05/28/19-08/11/19
Milovich, June	Curriculum Lead Team	\$4,248.00	05/28/19-08/11/19
Stankovich, Kim	Curriculum Lead Team	\$4,248.00	05/28/19-08/11/19
General Fund/SC Month to Date:		\$ 24,362.00	
SC APPROVED YEAR TO DATE:		\$ 475,993.43	

B. 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</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Akhavan, Susan	AESL 503 Participator 2, BSI	\$639.75	01/14/19-05/22/19
Anderson, Mike	AESL 503 Coordinator, BSI	\$853.00	01/14/19-05/22/19
Betts, Bob	AESL 502 Participator 2, BSI	\$639.75	01/14/19-05/22/19
Braus, Shirley	AESL 505 Participator 1, BSI	\$639.75	01/14/19-05/22/19
Brown, Kevin	AESL 505 Coordinator, BSI	\$853.00	01/14/19-05/22/19
Carson, Raymond	AESL 505 Participator 6, BSI	\$639.75	01/14/19-05/22/19
Cayanan, Nathan	ESL Course 201 Participant 1	\$767.70	01/14/19-05/22/19
Cayanan, Nathan	WR 302/WR 399 Workshop 2	\$298.55	01/07/19-01/07/19
Chan, Carlo	Math 10 Coreq Coord. (BST)	\$1,416.00	01/14/19-05/22/19
Chun, Gina	ESL Course 370 Participant 1	\$767.70	01/14/19-05/22/19
Coleman, Catherine	ESL Course 201 Participant 2	\$767.70	01/14/19-05/22/19

B. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for 2018/2019 and 2019/2020 fiscal years.

Name	Activity	Not to Exceed	Effective Date
		Amount (\$)	
Dinh, Winnie	AESL 501 Participator 1, BSI	\$639.75	01/14/19-05/22/19
Do, Anhvy	AESL 504 Participator 3, BSI	\$639.75	01/14/19-05/22/19
Doherty, Michelle	WR 302/WR 399 Workshop 3	\$298.55	01/07/19-01/07/19
Doherty, Michelle	WR 302 Workshop 5	\$63.98	02/08/19-02/08/19
Doherty, Michelle	WR 302 Workshop 11	\$63.98	03/08/19-03/08/19
Gaudet, Jennifer	AESL 503 Participator 3, BSI	\$639.75	01/14/19-05/22/19
Goncalves, Mauricio	ESL Course 201 Participant 3	\$767.70	01/14/19-05/22/19
Haeri, Melanie	AESL 504 Participator 5, BSI	\$639.75	01/14/19-05/22/19
Hale, Breanna	Summer ENTR Workshop 1	\$1,800.00	05/28/19-06/30/19
Henel, Sylvia	AESL 505 Participator 3, BSI	\$639.75	01/14/19-05/22/19
Jaquibino, Alicia	ESL Course 201 Participant 4	\$767.70	01/14/19-05/22/19
Kaminsky, Rebecca	BST Faculty Workshops Project 1	\$2,124.00	01/14/19-05/22/19
Kaminsky, Rebecca	WR 302 Workshop 3	\$63.98	02/08/19-02/08/19
Kaminsky, Rebecca	WR 302 Workshop 8	\$63.98	03/08/19-03/08/19
Kelly, Aaron	ESL Course 301 Participant 2	\$767.70	01/14/19-05/22/19
Kibler-McNerney, Joanna	AESL 502 Participator 3, BSI	\$639.75	01/14/19-05/22/19
Kim, April	ESL Course 301 Participant 3	\$767.70	01/14/19-05/22/19
Knygnytska-Johnson, Maria	AESL 504 Participator 4, BSI	\$639.75	01/14/19-05/22/19
Laidemitt, Heidi	ESL Course 370 Coordinator	\$1,364.80	01/14/19-05/22/19
Lin, Alice	AESL 503 Participator 1, BSI	\$639.75	01/14/19-05/22/19
Liu, Emily	BST Faculty Workshops Project 2	\$2,124.00	01/14/19-05/22/19
Liu, Emily	WR 302/WR 399 Workshop 6	\$298.55	01/07/19-01/07/19
Livote, Michelle	AESL 504 Coordinator, BSI	\$853.00	01/14/19-05/22/19
Lo, Chelsea	AESL 502 Coordinator, BSI	\$853.00	01/14/19-05/22/19
Makino, Mark	ESL Course 201 Participant 5	\$767.70	01/14/19-05/22/19
Man, Gina	AESL 503 Participator 4, BSI	\$639.75	01/14/19-05/22/19
Matthews, Evangeline	AESL 505 Participator 2, BSI	\$639.75	01/14/19-05/22/19
McMahan, Terri	AESL 501 Participator 2, BSI	\$639.75	01/14/19-05/22/19
Miller, Rachel	AESL 501 Coordinator, BSI	\$853.00	01/14/19-05/22/19
Miller, Rachel	AESL Come Connect Facilitator 3	\$85.30	04/09/19-04/09/19
Monacelli, Brian	NSF OP-TEC Prin. Investigator	\$4,000.00	05/28/19-08/09/19
Ng, Alan	AESL 502 Participator 1, BSI	\$639.75	01/14/19-05/22/19
Noroozi, Zahra	NSF S-STEM Co-PI 2	\$2,831.96	08/20/18-12/19/18
Noroozi, Zahra	NSF S-STEM Co-PI 2	\$2,831.96	01/14/19-05/22/19
Noroozi, Zahra	NSF S-STEM Co-PI 2	\$2,831.96	05/28/19-08/09/19
Phelps, Kelicia	ESL Course 301 Participant 4	\$767.70	01/14/19-05/22/19
Ponzillo, Gizelle	ESL Course 370 Participant 3	\$767.70	01/14/19-05/22/19
Ramirez, Christian	AESL 503 Participator 5, BSI	\$639.75	01/14/19-05/22/19
Roberts, Katie	WR 302 Workshop 6	\$63.98	02/08/19-02/08/19
Rucker, Nancy	AESL 504 Participator 6, BSI	\$639.75	01/14/19-05/22/19
Russo, John	Spring ENTR Pitch Competition 2	\$1,000.00	01/14/19-05/22/19
Russo, John	Summer ENTR Workshop 2	\$1,800.00	05/28/19-06/30/19

B. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for 2018/2019 and 2019/2020 fiscal years.

Name	Activity	Not to Exceed	Effective Date
		Amount (\$)	
Saens, Marisol	AESL 505 Participator 5, BSI	\$639.75	01/14/19-05/22/19
Sawitz, Michael	Spring ENTR Pitch Competition 1	\$1,000.00	01/14/19-05/22/19
Schwartz, Gail	AESL 505 Participator 4, BSI	\$639.75	01/14/19-05/22/19
Serpas, Summer	BST Faculty Workshop Project 3	\$2,124.00	01/14/19-05/22/19
Tran, Annie	AESL 504 Participator 1, BSI	\$639.75	01/14/19-05/22/19
Vang, Burlee	WR 302/WR 399 Workshop 12	\$298.55	01/07/19-01/07/19
Vernazza, Daniel	WR 302 Workshop 1	\$63.98	02/08/19-02/08/19
Vernazza, Daniel	WR 302/WR 399 Workshop 7	\$298.55	01/07/19-01/07/19
Wankier, Alisa	WR 302 Workshop 4	\$63.98	02/08/19-02/08/19
Wankier, Alisa	WR 302/WR 399 Workshop 8	\$298.55	01/07/19-01/07/19
Wankier, Alisa	WR 302 Workshop 9	\$63.98	03/08/19-03/08/19
Warner, Brent	ESL Course 370 Participant 4	\$767.70	01/14/19-05/22/19
Warner, Brent	ESL Course 301 Coordinator	\$1,364.80	01/14/19-05/22/19
Warner, Brent	Supplemental Language Modules 1	\$1,416.00	01/14/19-05/22/19
Wilson, Jeff	ESL Course 201 Coordinator	\$1,364.80	01/14/19-05/22/19
Wilson, Jeff	Supplemental Language Modules 2	\$1,416.00	01/14/19-05/22/19
Witt, Jason	WR 302/WR 399 Workshop 10	\$298.55	01/07/19-01/07/19
Wolken, Matt	NSF S-STEM Co-PI 1	\$2,831.96	08/20/18-12/19/18
Wolken, Matt	NSF S-STEM Co-PI 1	\$2,831.96	01/14/19-05/22/19
Wolken, Matt	NSF S-STEM Co-PI 1	\$2,831.96	05/28/19-08/09/19
Wood, Robert	WR 302/WR 399 Workshop 13	\$298.55	01/07/19-01/07/19
Wright, Nancy	AESL 504 Participator 2, BSI	\$639.75	01/14/19-05/22/19
Zilkow Christina	AESL 502 Participator 4, BSI	\$639.75	01/14/19-05/22/19

Non-General Fund/IVC Month to Date: \$ 71,715.65

IVC APPROVED YEAR TO DATE: \$ 436,678.49

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2018/2019 and 2019/2020 fiscal years.

Name	Activity	Not to Exceed	Effective Date
		Amount (\$)	
Abbas, Sam	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Alexander, Ariel	CTE Spring Articulation Workshops	\$170.60	04/01/19-04/30/19
Allah, Nancy	BSI Conference	\$75.00	03/08/19-03/08/19
Allah, Nancy	LVLUP-PD Hi Impact/Engage 3	\$85.30	04/05/19-04/05/19
Allah, Nancy	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Bailes, Loretta	LVLUP-ESL PD Multiskills W/Shop	\$42.65	04/01/19-05/14/19
Bairam, Eddie	BSI Conference	\$75.00	03/08/19-03/08/19
Baker, Raffaella	State & National Speech Tournaments	\$1,500.00	03/01/19-03/31/19
Barr, Douglas	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Beckham, Jack	LVLUP-ENG 1A/201 Lead Training	\$255.90	04/12/19-05/03/19
Beckham, Jack	LVLUP-Emb. Acad. Support Mtg	\$85.30	04/12/19-04/12/19
Benitez, Alma	LVLUP-ESL PD Multiskills W/Shop	\$213.25	04/01/19-05/14/19

B. 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 and 2019/2020 fiscal years.

Name	Activity	Not to Exceed	Effective Date
		Amount (\$)	
Bravo, Adam	Jazz Comp Class Performance	\$100.00	03/04/19-03/06/19
Brunner, Janelle	LVLUP-ENG PD Online Workshop	\$383.85	02/04/19-03/17/19
Brunner, Janelle	LVLUP-ENG PD Online Workshop 2 nd Series	\$383.85	03/18/19-05/05/19
Brunner, Janelle	LVLUP-ENG 1A/201 Training	\$85.30	04/12/19-05/03/19
Budica, Jessica	LVLUP-AHE Online Workgroup	\$1,407.45	02/13/19-05/22/19
Budica, Jessica	BSI English Dept Equity	\$213.25	03/04/19-04/30/19
Budica, Jessica	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Budica, Jessica	LVLUP-ENG 1A/201 Training	\$85.30	04/12/19-05/03/19
Budica, Jessica	LVLUP-Emb. Acad. Support Mtg	\$85.30	04/12/19-04/12/19
Casil, Amy	LVLUP-ENG PD Online Workshop	\$319.88	02/04/19-03/17/19
Casil, Amy	LVLUP-ENG PD Online Workshop 2 nd Series	\$383.85	03/18/19-05/05/19
Cavazzi, Bentley	BSI AHE Practicum	\$383.85	02/08/19-04/19/19
Cavazzi, Deidre	Guided Pathways	\$213.25	01/14/19-05/22/19
Cervantes, Rebecca	BSI Conference	\$75.00	03/08/19-03/08/19
Cesareo, Claire	LVLUP-SC Peer Mentorship Pgrm.	\$2,132.50	02/03/19-05/15/19
Cesareo, Claire	LVLUP-AHE Mentorship Pgrm.	\$426.50	02/03/19-05/15/19
Cesareo, Claire	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Chatham, Lynne	LVLUP-ENG PD Online Workshop	\$383.85	02/04/19-03/17/19
Chatham, Lynne	LVLUP-ENG PD Online Workshop 2 nd Series	\$383.85	03/18/19-05/05/19
Chatham, Lynne	LVLUP-ENG 1A/201 Training	\$85.30	04/12/19-05/03/19
Ciavarella, Catie	LVLUP-ENG PD Online Workshop	\$383.85	02/04/19-03/17/19
Ciavarella, Catie	LVLUP-ENG PD Online Workshop 2 nd Series	\$383.85	03/18/19-05/05/19
Cioczek-Georges, Renata	BSI Math Tutor Recruitment	\$853.00	04/05/19-05/22/19
Cooper, Karin	LVLUP-ENG PD Online Workshop	\$383.85	02/04/19-03/17/19
Cooper, Karin	LVLUP-ENG PD Online Workshop 2 nd Series	\$383.85	03/18/19-05/05/19
Cox, Barbara	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Cox, Barbara	LVLUP-AHE Online Workshop	\$682.40	02/13/19-05/22/19
Cox, Barbara	OER Adoption, BUS 102	\$500.00	01/14/19-04/30/19
Cox, Barbara	OER Adoption, BUS 196	\$500.00	04/01/19-04/30/19
Crabb, Kerry	Guided Pathways	\$85.30	01/14/19-05/22/19
Daniels, Stevie	BSI ESL Curriculum Dev. Lead	\$2,132.50	01/14/19-05/03/19
Dassero, Sarah	LVLUP-ENG PD Online Workshop	\$383.85	02/04/19-03/17/19
Dassero, Sarah	LVLUP-ENG PD Online Workshop 2 nd Series	\$383.85	03/18/19-05/05/19
Dassero, Sarah	LVLUP-PD Hi Impact/Engage 3	\$85.30	04/05/19-04/05/19
DeAngelis, Gail	LVLUP-AHE Peer Academy	\$85.30	03/01/19-03/01/19

B. 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 and 2019/2020 fiscal years.

Name	Activity	Not to Exceed	Effective Date
		Amount (\$)	
DePaoli, Lisa	LVLUP-ESL PD Multiskills W/Shop	\$42.65	04/01/19-05/14/19
Durgom-McQuown, Lynn	Costume Designs - Spring Performances	\$4,000.00	01/14/19-05/22/19
Eldred, Stacy	AEWD Faculty Coordination	\$3,198.75	05/28/19-08/11/19
Eltawil, Noor	BSI AHE Practicum	\$383.85	02/08/19-04/19/19
Engels, Michael	LVLUP-Emb. Acad. Support Mtg	\$85.30	04/12/19-04/12/19
Engels, Michael	BSI CPR Retreat Lead	\$319.88	02/25/19-03/28/19
English, Noemi	BSI Conference	\$75.00	03/08/19-03/08/19
Evans Wallin, Patty	BSI Math Tutor Recruitment	\$853.00	04/05/19-05/22/19
Evans Wallin, Patty	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Figueira, Vera	LVLUP-ESL PD Multiskills W/Shop	\$42.65	04/01/19-05/14/19
Foote, Alan	LVLUP-AHE Peer Academy	\$85.30	03/01/19-03/01/19
Foote, Alan	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Forouzesh, Jennifer	New Faculty Mentor - N174 Course	\$767.70	03/11/19-03/25/19
Fredrickson, Scott	Leading from the Middle Academy	\$341.20	06/06/19-06/08/19
Frydenberg, Jia	LVLUP-ESL PD Multiskills W/Shop	\$213.25	04/01/19-05/14/19
Gates, Alana	LVLUP-AHE Peer Academy	\$213.25	04/05/19-04/05/19
Gates, Alana	LVLUP-AHE Online Workgroup	\$1,407.45	02/13/19-05/22/19
Gates, Alana	LVLUP-AHE Peer Academy	\$85.30	03/01/19-03/01/19
Gilbert, Annie	LVLUP-ESL PD Multiskills W/Shop	\$42.65	04/01/19-05/14/19
Gilbert, Annie	Adult Education Faculty Coord.	\$3,753.20	06/03/19-06/27/19
Giordano, Dave	LVLUP-AHE Peer Academy	\$85.30	03/01/19-03/01/19
Giordano, Dave	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Gonzalez, Carly	BSI Math Tutor Recruitment	\$853.00	04/05/19-05/22/19
Gonzalez, Frank	Teaching Pathways Program Coord.	\$1,750.00	01/14/19-05/23/19
Gonzalez, Sara	BSI English PLC	\$511.80	02/01/19-03/29/19
Gonzalez, Sara	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Gonzalez, Sara	BSI English Dept Equity	\$213.25	03/04/19-04/30/19
Gonzalez, Sara	LVLUP-AHE Online Workgroup	\$1,407.45	02/13/19-05/22/19
Gonzalez, Sara	LVLUP-AHE Mentorship Program	\$426.50	02/03/19-05/15/19
Gonzalez, Sara	LVLUP-ENG 1A/201 Training	\$85.30	04/12/19-05/03/19
Gonzalez, Sara	LVLUP-ENG PD Online Workshop	\$1,791.30	03/18/19-05/05/19
Goss, Debbie	LVLUP-ESL PD Multiskills W/Shop	\$213.25	04/01/19-05/14/19
Goulding, Carrie	BSI English Dept Equity	\$213.25	03/04/19-04/30/19
Goulding, Carrie	BSI English Dept Equity Lead	\$426.50	03/01/19-04/30/19
Goulding, Carrie	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Goulding, Carrie	BSI CPR Retreat Lead	\$319.88	02/25/19-03/28/19
Goulding, Carrie	BSI Document Cameras Project	\$213.25	07/01/18-08/31/18
Goulding, Carrie	Leading from the Middle Academy	\$341.20	06/06/19-06/08/19
Gregory, Eric	LVLUP-ENG PD Online Workshop	\$383.85	02/04/19-03/17/19
Gregory, Eric	LVLUP-PD Hi Impact/Engage 3	\$85.30	04/05/19-04/05/19
Gregory, Eric	LVLUP-ENG PD Online Workshop	\$383.85	03/18/19-05/05/19

B. 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 and 2019/2020 fiscal years.

Name	Activity	Not to Exceed	Effective Date
		Amount (\$)	
Gronnerud, Kathleen	BSI Conference	\$75.00	03/08/19-03/08/19
Gross, Cindy	Gerontological Nursing Coordinator	\$3,412.00	04/01/19-04/30/19
Gross, Jacqueline	BSI Conference	\$75.00	03/08/19-03/08/19
Hays, Scott	LVLUP-PD Hi Impact/Engage 3	\$85.30	04/05/19-04/05/19
Hays, Scott	LVLUP-ENG PD Online Workshop	\$383.85	02/04/19-03/17/19
Hays, Scott	LVLUP-ENG PD Online Workshop 2 nd Series	\$383.85	03/18/19-05/05/19
Hayter, Catherine	BSI Contextualized Curriculum	\$2,132.50	01/14/19-04/30/19
Hayter, Catherine	BSI CPR Retreat Lead	\$319.88	02/25/19-03/28/19
Hijaz, Anwar	BSI AHE Practicum	\$383.85	02/08/19-04/19/19
Hoggatt, Mandy	BSI Conference	\$75.00	03/08/19-03/08/19
Hoida Mulholland, Bridget	BSI English Dept Equity	\$213.25	03/04/19-04/30/19
Hoida Mulholland, Bridget	BSI English Dept Equity Lead	\$426.50	03/01/19-04/30/19
Holder, Bethany	OER Adoption, PSYC 37	\$500.00	01/14/19-04/30/19
Homma, Mary	OER Adoption, CDE 112	\$500.00	01/08/19-04/30/19
Homma, Mary	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Hughes, Luther	Jazz Combo Evaluations	\$50.00	03/13/19-03/13/19
Hurtado, Alejandra	BSI Conference	\$75.00	03/08/19-03/08/19
Hyland, Brit	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Ibbotson, Jill	Adult Education Faculty Coord.	\$4,392.95	07/01/19-08/01/19
Idleman, Brandee	OER Adoption, LIB 100	\$500.00	01/14/19-04/30/19
Inlow, Lisa	BSI Contextualized Curriculum	\$2,132.50	02/01/19-04/30/19
Jenkins, Tina	LVLUP AHE Mentorship Pgrm.	\$426.50	02/03/19-05/15/19
Jenkins, Tina	LVLUP SC Peer Mentorship Pgrm.	\$2,132.50	02/03/19-05/15/19
Jenkins, Tina	LVLUP-AHE Peer Academy	\$85.30	03/01/19-03/01/19
Jenkins, Tina	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Jennison, Liz	LVLUP-AHE Online Workgroup	\$1,407.45	02/13/19-05/22/19
Jennison, Liz	LVLUP-AHE Peer Academy	\$85.30	03/01/19-03/01/19
Jennison, Liz	Accounting Tutor Training Dev.	\$85.30	04/05/19-05/22/19
Jennison, Liz	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Jennison, Liz	LVLUP-AHE Mentorship Program	\$426.50	02/03/19-05/15/19
Johnson, Paul	Jazz Combo Evaluations	\$100.00	03/06/19-03/13/19
Jones, Cristina	BSI Conference	\$75.00	03/08/19-03/08/19
Kaefer, Ken	LVLUP-ENG 1A/201 Training	\$85.30	04/12/19-05/03/19
Kihyet, Connie	LVLUP-AHE Peer Academy	\$85.30	03/01/19-03/01/19
Kihyet, Connie	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Kohl, Colin	LVLUP-ENG PD Online Workshop	\$383.85	02/04/19-03/17/19
Kohl, Colin	LVLUP-ENG PD Online Workshop	\$383.85	03/18/19-05/05/19
Kohl, Colin	LVLUP-ENG 1A/201 Training	\$85.30	04/12/19-05/03/19
Kramer, Kathryn	BSI Conference	\$75.00	03/08/19-03/08/19

B. 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 and 2019/2020 fiscal years.

Name	Activity	Not to Exceed	Effective Date
		Amount (\$)	
Kuang, Shilong	LVLUP-AHE Peer Academy	\$85.30	03/01/19-03/01/19
Kuang, Shilong	BSI Conference	\$75.00	03/08/19-03/08/19
Kuang, Shilong	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Lam, Chin	LVLUP-ESL PD Multiskills W/Shop	\$127.95	04/01/19-05/14/19
Langrell, Jenny	Saddleback Pathways Preparation	\$511.80	02/01/19-02/28/19
Lee, Ken	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Leppien-Christensen, Kris	Leading from the Middle Academy	\$341.20	06/06/19-06/08/19
Long, Clifton	OER Adoption, PSYC 1	\$500.00	01/14/19-04/30/19
Major, Nicole	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Mariano, Merry	LVLUP-ENG 1A/201 Training	\$85.30	04/12/19-05/03/19
McConkey, Jennifer	LVLUP-PD Hi Impact/Engage 3	\$85.30	04/05/19-04/05/19
McCord, Krisanna	OER Adoption, CDE 15	\$500.00	01/14/19-04/30/19
McElroy, Mark	Guided Pathways	\$85.30	01/14/19-05/22/19
McFann, Kent	OER Adoption, TA 20	\$500.00	01/14/19-04/30/19
McGirr, Julie	LVLUP-ESL PD Multiskills W/Shop	\$341.20	04/01/19-05/14/19
McMurtrey, Megan	LVLUP-ENG PD Online Workshop	\$383.85	02/04/19-03/17/19
McMurtrey, Megan	LVLUP-ENG PD Online Workshop	\$383.85	03/18/19-05/05/19
McMurtrey, Megan	LVLUP-ENG 1A/201 Training	\$85.30	04/12/19-05/03/19
Medling, Jane	LVLUP-AHE Peer Academy	\$85.30	03/01/19-03/01/19
Medling, Jane	Accounting Tutor Training Dev.	\$85.30	04/05/19-05/22/19
Medling, Jane	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Medling, Jane	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Moinfar, Donna	BSI AHE Practicum	\$383.85	02/08/19-04/19/19
Morrison, Anna	LVLUP-ENG PD Online Workshop	\$383.85	02/04/19-03/17/19
Morrison, Anna	BSI English Dept Equity	\$213.25	03/04/19-04/30/19
Morrison, Anna	LVLUP-ENG PD Online Workshop	\$383.85	03/18/19-05/05/19
Moussatche, Sierra	LVLUP-AHE Peer Academy	\$85.30	03/01/19-03/01/19
Moussatche, Sierra	BSI Conference	\$75.00	03/08/19-03/08/19
Moussatche, Sierra	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Murray, Pete	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Murray, Pete	LVLUP-AHE Peer Academy	\$85.30	03/01/19-03/01/19
Murray, Pete	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Myhren, Brett	LVLUP-ENG PD Online Workshop	\$383.85	02/04/19-03/17/19
Myhren, Brett	LVLUP-AHE Online Workgroup	\$1,407.45	02/13/19-05/22/19
Myhren, Brett	BSI English Dept Equity	\$213.25	03/04/19-04/30/19
Myhren, Brett	LVLUP-ENG PD Online Workshop	\$383.85	03/18/19-05/05/19
Nastanski, Jennifer	Mental Health Nurse Coordinator	\$1,492.75	04/01/19-04/30/19
Nussebaum, Sharon	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Ochi, Shellie	BSI CPR Retreat	\$213.25	03/29/19-03/29/19

B. 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 and 2019/2020 fiscal years.

Name	Activity	Not to Exceed	Effective Date
		Amount (\$)	
Ochoa, Heidi	OER Adoption, SP 1	\$500.00	02/01/19-04/30/19
Ochoa, Heidi	OER Adoption, SP 2	\$500.00	02/01/19-04/30/19
Ochoa, Heidi	OER Adoption, SP 5	\$500.00	02/01/19-04/30/19
Ochoa, Lucas	OER Adoption, SP 1	\$500.00	02/01/19-04/30/19
Ochoa, Lucas	OER Adoption, SP 20	\$500.00	02/01/19-04/30/19
O'Rourke, Shawn	OER Adoption, SP 3	\$500.00	02/01/19-04/30/19
O'Rourke, Shawn	OER Adoption, SP 8	\$500.00	02/01/19-04/30/19
Park, Annie	LVLUP-ESL PD Multiskills W/Shop	\$213.25	04/01/19-05/14/19
Passarelli, Bruno	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Peck, Paris	BSI CPR Retreat Lead	\$319.88	02/25/19-03/28/19
Peck, Paris	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Peterson, Eric	BSI English PLC	\$511.80	02/01/19-03/29/19
Pieri, Glenna	LVLUP-AHE Peer Academy	\$85.30	03/01/19-03/01/19
Pieri, Glenna	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Pinter, Gerald	Jazz Comp Class Performance	\$100.00	03/04/19-03/06/19
Pinter, Gerald	Jazz Combo Evaluations	\$100.00	03/06/19-03/13/19
Plascencia-Carrizosa, Brenda	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Rachman, Jennifer	CTE Spring Articulation Workshops	\$170.60	04/01/19-04/30/19
Rachman, Jennifer	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Raynesford, Kim	BSI Conference	\$75.00	03/08/19-03/08/19
Raynesford, Kim	BSI ESL Curriculum Development	\$1,279.50	02/25/19-05/06/19
Raynesford, Kim	LVLUP-ESL PD Multiskills W/Shop	\$213.25	04/01/19-05/14/19
Raynesford, Kim	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Renault, Irene	LVLUP-Reading Dept. Outreach	\$639.75	04/08/19-05/01/19
Romero, Maria Teresa	BSI Conference	\$75.00	03/08/19-03/08/19
Romesburg, Rod	LVLUP-ENG PD Online Workshop	\$383.85	02/04/19-03/17/19
Romesburg, Rod	LVLUP-ENG PD Online Workshop	\$383.85	03/18/19-05/05/19
Rosa, Steve	Guided Pathways	\$42.65	01/14/19-05/22/19
Rosen, Zachary	State & National Speech Tournaments	\$1,500.00	03/01/19-03/31/19
Rosenn, Tristen	Jazz Combo Evaluations	\$100.00	03/06/19-03/13/19
Russell, Susan	OER Adoption, ECON 4	\$500.00	01/14/19-04/30/19
Sahranavard, Neda	LVLUP-ESL PD Multiskills W/Shop	\$213.25	04/01/19-05/14/19
Scarfone, Femia	LVLUP-ESL PD Multiskills W/Shop	\$127.95	04/01/19-05/14/19
Scarfone, Femia	LVLUP-PD Hi Impact/Engage 3	\$85.30	04/05/19-04/05/19
Scarfone, Femia	LVLUP-AHE Peer Academy	\$85.30	03/01/19-03/01/19
Scarfone, Femia	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Scarfone, Femia	OER Adoption, ESL 322	\$500.00	01/14/19-04/30/19
Scarfone, Femia	OER Adoption, ESL 342	\$500.00	01/14/19-04/30/19
Shafe, Kia	BSI Math Tutor Recruitment	\$853.00	04/05/19-05/22/19
Shaffer, Gina	LVLUP-PD Hi Impact/Engage 3	\$85.30	04/05/19-04/05/19

B. 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 and 2019/2020 fiscal years.

Name	Activity	Not to Exceed	Effective Date
		Amount (\$)	
Shaw, Kat	LVLUP-AHE Peer Academy	\$85.30	03/01/19-03/01/19
Shaw, Kat	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Sleep, Kat	LVLUP-ESL PD Multiskills W/Shop	\$42.65	04/01/19-05/14/19
Smith, Christina	Teaching Pathways Program Coord.	\$3,000.00	01/14/19-05/23/19
Smith, Jeanne	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Sorenson, Stephanie	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Stankovich, Kimberly	OER Adoption, SP 1	\$500.00	02/01/19-04/30/19
Stankovich, Kimberly	OER Adoption, SP 5	\$500.00	02/01/19-04/30/19
Steinriede, Lindsay	Guided Pathways	\$426.50	01/14/19-05/22/19
Steinriede, Lindsay	BSI CPR Retreat	\$127.95	03/29/19-03/29/19
Stephens, Blake	OER Adoption, ARCH 12	\$500.00	01/08/19-04/30/19
Stephens, Blake	Perkins Arch/DR Prog & Open Lab	\$2,500.00	01/14/19-05/22/19
Stevenson, Bill	LVLUP-ENG 1A/201 Training	\$85.30	04/12/19-05/03/19
Stout, Ron	Jazz Combo Evaluations	\$50.00	03/13/19-03/13/19
Stout, Ron	Jazz Comp Class Performance	\$100.00	03/04/19-03/06/19
Strobel, Jaqueline	OER Adoption, CIM 1	\$500.00	01/14/19-04/30/19
Tamialis, Barbara	OER Adoption, CDE 127	\$500.00	01/14/19-04/30/19
Tener, Andrea	OER Adoption, ESL 350	\$500.00	01/14/19-04/30/19
Tener, Andrea	LVLUP-ESL PD Multiskills W/Shop	\$213.25	04/01/19-05/14/19
Toscano, Laura	LVLUP-Emb. Acad. Support Mtg	\$85.30	04/12/19-04/12/19
Tran, Lisa	Guided Pathway Implementation	\$2,132.50	01/14/19-05/24/19
Tran, Lisa	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Tran, Lisa	Leading from the Middle Academy	\$341.20	06/06/19-06/08/19
Trodick, Scot	LVLUP-AHE Peer Academy	\$85.30	02/01/19-02/01/19
Valdez, Deanna	BSI Math Tutor Recruitment	\$853.00	04/05/19-05/22/19
Ventura, Janet	OER Adoption, COUN 151	\$500.00	01/08/19-04/30/19
Ventura, Janet	BSI CPR Retreat	\$255.90	03/29/19-03/29/19
Vogel, Erica	OER Migrant Conversions	\$1,279.80	04/04/19-04/26/19
Vogel, Jeff	LVLUP-Reading Dept. Outreach	\$639.75	04/08/19-05/01/19
Walsh, Dan	OER Adoption, GEOG 3	\$500.00	01/14/19-04/30/19
Ward, Robert	BSI Math Tutor Recruitment	\$853.00	04/05/19-05/22/19
Watt, Deb	OER Adoption, COUN 100	\$500.00	01/14/19-04/30/19
Weiss, Elaine	BSI ESL Curriculum Development	\$1,279.50	02/25/19-05/06/19
Weiss, Elaine	LVLUP-ESL PD Multiskills W/Shop	\$213.25	04/01/19-05/14/19
Westphal, Karl	BSI Math Interview Committee	\$426.50	04/05/19-05/22/19
Whynaught, Jeffrey	LVLUP-ENG PD Online Workshop	\$383.85	02/04/19-03/17/19
Whynaught, Jeffrey	BSI English Dept Equity	\$213.25	03/01/19-04/30/19
Whynaught, Jeffrey	LVLUP-ENG PD Online Workshop	\$383.85	03/17/19-05/05/19
Wilson, Steve	LVLUP-AHE Peer Academy	\$85.30	03/01/19-03/01/19
Wilson, Steve	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19

B. 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 and 2019/2020 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Wolff, Michele	AHA Coordinator	\$2,132.50	04/01/19-04/30/19
Wolff, Michele	LVLUP-AHE Peer Academy	\$85.30	03/01/19-03/01/19
Woods, David	BSI English Dept Equity	\$213.25	03/01/19-04/30/19
Woods, David	BSI English PLC	\$511.80	02/01/19-03/29/19
Yeganehshakib, Reza	LVLUP-AHE Peer Academy	\$85.30	04/05/19-04/05/19
Zaino, Rebecca	AEWD Faculty Coordination	\$3,198.75	05/28/19-08/11/19
Zemanek, Erika	LVLUP-ENG PD Online Workshop	\$383.85	02/04/19-03/17/19
Zemanek, Erika	BSI Contextualized Curriculum	\$2,132.50	02/01/19-04/30/19
Zemanek, Erika	LVLUP-ENG PD Online Workshop	\$383.85	03/18/19-05/05/19
Zemanek, Erika	LVLUP-ENG 1A/201 Training	\$85.30	04/12/19-05/03/19
Zimmerman, Ray	BSI English Dept Equity	\$213.25	03/01/19-04/30/19
Zoval, Jim	NSF INCLUDES	\$5,000.00	05/28/19-08/09/19
Zoval, Jim	NSF INCLUDES	\$7,500.00	08/19/19-12/18/19
Zweigle, Poly	LVLUP-AHE Peer Academy	\$85.30	03/01/19-03/01/19
Zweigle, Poly	OER Adoption, CDE 111	\$500.00	04/01/19-04/30/19
Non-General Fund/SC Month to Date:		\$ 136,906.10	
SC APPROVED YEAR TO DATE:		\$ 666,073.21	

C. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. ISHII, FUMIKO ID # 004204, Japanese Instructor #P0002991, School of Languages and Learning Resources, Irvine Valley College, retirement effective May 25, 2019. Payment is authorized for any compensated time off. (Start date: August 15, 2005).
2. MCNEIL, MARK, ID # 002470, Economics Instructor #P0001621, School of Social & Behavioral Sciences, Irvine Valley College, retirement effective May 25, 2019. Payment is authorized for any compensated time off. (Start date: August 18, 1980).

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Faculty Conversion to Canvas One-Time Stipends

ACTION: Ratification

BACKGROUND

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

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. No **Canvas Conversion** stipends were submitted for **Irvine Valley College**. Totals paid to date are shown for informational purposes only.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
May 20, 2019	IVC Canvas Conversion	-	
April 22, 2019	IVC Canvas Conversion	\$ 1,000.00	
March 25, 2019	IVC Canvas Conversion	1,000.00	
February 25, 2019	IVC Canvas Conversion	5,000.00	
January 22, 2019	IVC Canvas Conversion	13,000.00	
December 10, 2018	IVC Canvas Conversion	-	
November 19, 2018	IVC Canvas Conversion	-	
October 29, 2018	IVC Canvas Conversion	37,000.00	
September 24, 2018	IVC Canvas Conversion	17,000.00	
August 27, 2018	IVC Canvas Conversion	45,500.00	
July 30, 2018	IVC Canvas Conversion	35,500.00	
June 25, 2018	IVC Canvas Conversion	163,000.00	
May 21, 2018	IVC Canvas Conversion	145,000.00	
April 30, 2018	IVC Canvas Conversion	50,500.00	
March 26, 2018	IVC Canvas Conversion	-	
TOTAL TO DATE:		\$ 513,500.00	

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>
Clary, Beth	Canvas Conversion, Online	\$5,000.00	01/14/19-05/22/19
Correa, Alma	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Cox, Anne	Canvas Conversion, Online	\$5,000.00	01/14/19-05/22/19
Cross, John	Canvas Conversion, Online	\$5,000.00	01/14/19-05/22/19
French, Jim	Canvas Conversion, Web-Enhanced	\$1,000.00	01/14/19-05/22/19
Gee, Caroline	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Herron, Alinde	Canvas Conversion, Web-Enhanced	\$1,000.00	01/14/19-05/22/19
Petri, Michael	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Posada, Tim	Canvas Conversion, Online	\$5,000.00	01/14/19-05/22/19
Santiago, Tamariz	Canvas Conversion, Hybrid	\$2,500.00	08/20/18-12/19/18
Stillman, Denise	Canvas Conversion, Web-Enhanced	\$1,000.00	01/14/19-05/22/19
May 20, 2019	SC Canvas Conversion	\$ 36,500.00	
April 22, 2019	SC Canvas Conversion	4,000.00	
March 25, 2019	SC Canvas Conversion	60,000.00	
February 25, 2019	SC Canvas Conversion	49,500.00	
January 22, 2019	SC Canvas Conversion	41,000.00	
December 10, 2018	SC Canvas Conversion	14,000.00	
November 19, 2018	SC Canvas Conversion	20,000.00	
October 29, 2018	SC Canvas Conversion	190,500.00	
September 24, 2018	SC Canvas Conversion	56,500.00	
August 27, 2018	SC Canvas Conversion	184,000.00	
July 30, 2018	SC Canvas Conversion	63,500.00	
June 25, 2018	SC Canvas Conversion	116,000.00	
May 21, 2018	SC Canvas Conversion	58,000.00	
April 30, 2018	SC Canvas Conversion	73,000.00	
March 26, 2018	SC Canvas Conversion	177,000.00	
TOTAL TO DATE:		\$1,143,500.00	

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Classified Personnel Actions – Regular Items
ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, 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. CORRALES, JAVIER is to be employed as Program Coordinator, Categorical, Pos. #P0014542, Adult Education Administration, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 134, Step 3, 40 hours per week, 12 months per year, effective April 22, 2019. Employment in this position is contingent upon funding by the Adult Education Program (AEP). This position was approved by the Chancellor on October 10, 2018.
 - b. DEVINE, MARINA is to be employed as Payroll Assistant, Pos. #P0014870, Payroll, District Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Step 2, 25 hours per week, 12 months per year, effective May 1, 2019. This position was approved by the Chancellor on January 7, 2019.
 - c. DURAN, CINDY is to be employed as Program Assistant, Categorical, Pos. #P0006907, Extended Opportunity Programs and Services, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Step 1, 40 hours per week, 12 months per year, effective April 15, 2019. Employment in this position is contingent upon funding by the Extended Opportunity Programs and Services (EOPS).
 - d. HAN, SUE JUNG is to be employed as Admissions and Records Specialist II, Pos. #P0004459, Admissions and Records, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 120, Step 1, 40 hours per week, 12 months per year, effective May 13, 2019.
 - e. ISLAM, TAHINA is to be employed as Child Development Specialist, Categorical, Pos. #P0003572, Child Development Center, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, Step 6, 27.5 hours per week, 12 months per year, effective April 15, 2019, in accordance with Article 17 of the C.S.E.A. contract. Employment in this position is contingent upon funding by the Child Development Fund.
 - f. ¹MADARIAGA BENAVIDES, MARCO ANTONIO is to be employed as Counseling Office Assistant, Pos. #P0003238, Career and Re-Entry Center, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 115, Step 2, 29 hours per week, 12 months per year, effective April 22, 2019.
 - g. MATTHEWS, BRENDA DEE is to be employed as Custodian, Pos. #P0005171, Night Facilities Operations, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 2, 40 hours per week, 12 months per year, effective April 8, 2019.

¹ Related to Marissa Madariaga Benavides, Project Specialist

A. NEW PERSONNEL APPOINTMENTS – Continued

1. **CLASSIFIED EMPLOYMENT** (Information Items – Pursuant to Administrative Regulation 4002.1)
 - h. NARIMAN HASSANABADI, KOUROSH is to be employed as Custodian, Pos. #P0002585, Night Facilities Operations, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 2, 40 hours per week, 12 months per year, effective May 1, 2019.
 - i. PLAZA-URIOSTEGUI, JOANNA is to be employed as Extended Opportunity Program Specialist - Bilingual, Categorical, Pos. #P0003483, Extended Opportunity Programs and Services, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Step 1, 40 hours per week, 12 months per year, effective April 29, 2019. Employment in this position is contingent upon funding by Extended Opportunity Programs and Services (EOPS).
 - j. SCHUCH, GREGORY is to be employed as Police Officer, Pos. #P0002576, Office of Safety and Security, Saddleback College, Police Officer Salary Schedule Range II, Step 3, 40 hours per week, 12 months per year, effective April 29, 2019.
 - k. WAGNER, RICHARD FREDERICK is to be employed as Senior Multimedia Technician, Pos. #P0003457, Technology Services, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 130, Step 1, 29 hours per week, 12 months per year, effective April 22, 2019.

B. AUTHORIZATION TO ELIMINATE (A) CLASSIFIED POSITION(S) AND/OR POSITION NUMBER(S)

1. HUMAN RESOURCES ASSISTANT RECRUITER, TEMPORARY, Pos. #P0006738, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 123, Human Resources/District Services, seeks authorization to eliminate this temporary full-time, 40 hours per week, 12 months per year position from its staff complement, effective April 10, 2019. (Position approved: August 24, 2015)

C. AUTHORIZATION TO INCREASE/DECREASE HOURS PER WEEK AND/OR MONTHS PER YEAR ON (A) CLASSIFIED POSITION(S)

1. ADMINISTRATIVE ASSISTANT, Pos. #P0003402, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Purchasing, Procurement, Central Services, and Risk Management, District Services, seeks authorization to decrease the hours per week for this full-time, 40 hours per week, 12 months per year position, to part-time, 29 hours per week, 12 months per year, effective September 24, 2018. (Position #P0003402, is vacant)

D. CHANGE OF STATUS

1. IRVINE VALLEY COLLEGE (IVC): 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>
Ojeda, Nathan	P0008927, Accounting Assistant	P0005188, Senior Accounting Specialist	131/1	40	05/06/2019

2. 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>
Beardsley, Bruce	P0009415, Grant Project Manager, Specially Funded	P0007612, Grant Project Manager, Specially Funded	11/3	40	04/01/2019
Luher, Cindy	P0009413 Program Assistant (Categorically Funded)	P0004505, Administrative Assistant	121/3	40	04/29/2019

3. DISTRICT SERVICES (DS): 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>
Eslami, Zahra	P0004073, Accounting Specialist	P0004105, Senior Accounting Specialist	131/3	40	04/29/2019

E. 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 **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>
Al Qutaifi, Yahya	P0010426, Office Assistant	P0015063, Administrative Assistant	121/1	40	04/15/2019
Torres, Gina	P0005080, Dispatcher/Records	P0015142, Dispatcher Lead	123/2	40	01/03/2019

E. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR) - Continued

2. 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>
Torres, Gina	P0005080, Dispatcher/Records	P0015142, Dispatcher Lead	119/3	40	03/30/2019

F. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC.

1. SADDLEBACK COLLEGE **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or acting assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Murillo, Lisbeth	P0012510, Administrative Assistant	P0015448, Senior Administrative Assistant	127/1	40	04/15/2019

2. SADDLEBACK 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>
Miller, Janet	P0004975, Senior Administrative Assistant	P0014522, Director of Audience Development	127/5	40	05/03/2019

G. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

<u>Name</u>	<u>Position Title</u>	<u>Resignation Date</u>	<u>Retirement Date</u>
Devine, Marina	P0004416, Office Assistant/SC	04/30/2019	N/A
Miller, Janet	P0004975, Senior Administrative Assistant/SC	05/03/2019	05/06/2019
Rubio, Richard	P0007355, Custodian/SC	04/15/2019	N/A
Valderrama, James	P0006672, Laboratory Technician, Life and Physical Sciences	07/26/2019	

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

1. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Classification</u>	<u>Hourly</u>	<u>Start Date</u>
		<u>Rate (\$)</u>	
Ong, Lay Chin	A&R Specialist II/IVC	23.24	04/12/19-06/30/19
Oyama, Janice	Payroll Assistant/DS	23.82	04/01/19-06/30/19
Sharrak, Eddie	Senior Fiscal/Veterans Spec./SC	29.75	04/10/19-06/30/19

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</u>	<u>Start/End Date</u>
		<u>Rate \$)</u>	
Aguilar, Nathaniel	Outreach Aide/SC	14.00	03/15/19-06/30/19
Barrios, Erika	Project Specialist/SC	15.00	04/15/19-06/30/19
Brown, Lucy	Project Specialist/SC	18.00	04/23/19-06/30/19
¹ Campbell, Whitney	Project Specialist/SC	20.00	04/02/19-06/30/19
Carline, Marcus	TMD Aide/IVC	12.50	04/11/19-06/30/19
Franco Roman, Maria	Project Specialist/IVC	20.00	04/03/19-04/03/19
Garcia, Emily	Clerk/SC	16.00	03/15/19-06/30/19
Henderson, Aaron	Project Specialist/IVC	12.50	04/08/19-06/30/19
Long, Jason	Outreach Aide/SC	14.00	03/15/19-06/30/19
McGee, Aaron	TMD Aide/SC	18.00	03/27/19-04/30/19
Mehrley, Rebekah	TMD Aide/IVC	12.50	04/11/19-06/30/19
Mejia, Rebeca	Project Specialist/SC	25.00	04/08/19-06/30/19
Ricci, David	Coaching Aide/SC	25.00	03/15/19-06/30/19
Rodriguez, Arturo	Outreach Aide/SC	14.00	03/15/19-06/30/19
² Schenitzki, Maxwell	Outreach Aide/SC	14.00	03/15/19-06/30/19
Torres, Brenda	Clerk/SC	13.50	03/15/19-06/30/19
Torres, Calen	Outreach Aide/SC	14.00	03/15/19-06/30/19
Turingan, Alana-Sara	Clerk/SC	16.00	04/16/19-06/30/19

¹ Related to Brooke Campbell, Tutor

² Related to Lisa Schenitzki, Psychological Health Services Supervisor

A. NEW PERSONNEL APPOINTMENTS - Continued

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>
Hernandez, Gabriella	08/01/18-06/30/19
Jackson, Jasmine	03/15/19-06/30/19
Lira, Lizbeth	04/15/19-06/30/19
Pinchuk, Anatolii	04/15/19-06/30/19

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 Exceed (\$)</u>	<u>Start/End Date</u>
Ajmera, Neeyati	Tutor/IVC	12.50	03/26/19-06/30/19
Almero, Ronald	Tutor/SC	13.00	03/15/19-06/30/19
Barham, Mary Jo	Comm. Ed./SC	15.00	04/10/19-06/30/19
Carson, Thomas	Tutor/SC	12.50	04/18/19-06/30/19
Deats, Lauren	Medical Prof./IVC	50.00	04/15/19-06/30/19
Di Ventra, Matteo	Comm. Ed./SC	15.00	04/10/19-06/30/19
Glazer, Jake	Tutor/SC	12.50	03/19/19-06/30/19
Havlena, Kaitlyn	Tutor/SC	14.00	03/15/19-06/30/19
Joyce, Hillary	Tutor/SC	14.00	04/03/19-06/30/19
Malik, Aleena	Tutor/IVC	12.50	04/25/19-06/30/19
Miller, Frances	Tutor/SC	14.00	04/11/19-06/30/19
Morales Crisostomo, Andrea	Tutor/SC	13.00	04/02/19-06/30/19
Orozco, Belinda	Tutor/SC	15.00	03/15/19-06/30/19
Schroeder, Marianna	Tutor/SC	12.50	04/11/19-06/30/19
Sepahpour, Arsalan	Tutor/SC	12.50	04/11/19-06/30/19
Smith, Kascy	Clinical Skills Spec./SC	15.00	04/15/19-06/30/19
Truong, Diane	Tutor/SC	13.50	03/15/19-06/30/19

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

Avila, Erika	Beller, Brianna	Blanco, Jacinda
Bode, Priscilla	Borna, Bahar	Casey, Courtney
Castro, Kimberly	Castro, Sean	Cusato, Kennedy
Derazi, Deebea	Fitz, Edwin Valdivia	Fojas, Colby
Frazier, Isaacia	French, Trevor	Garcia, Paulina
Gaviglio, Mary	Ghazvinian, Feresh Teh	Grim, Emerson
Hayes, Shaylana	Hocker, Travis	Hops, Rachel
Horikawa, Maya	Izquierdo, Valeria	Khazeni, Goinaz
Kirchner, Abbey	Lavenant, Zoe	Lee, Jennie
Loayza, Natasha	Loconsolo, Olivia	Lombardi, Ayless
Lutz, Samantha	McEwan, Jordan	McMenamin, Kerry
Meisinger, Amy	Melara, Bryan	Meyers, Alex
Migliaccio, Trinity	Nelson, Andrea	O'Neill, Rilie
Ortiz, Natalia	Osorio, Ramses	Ramer, Raquel
Richins, Sam	Rios, Andres	Rivkees, Max
Roberts, Megan	Salinas, Ari	Seykora, Meghan
Shultz, Noel	Solanki, Priyanka	Spencer, Megan
Taba, Makayla	Tully, Selah	Voly, Manon
Vonseggern, Jennifer	Watson, Chance	Watts, Kylie
Xue, Lian		

Community Outreach and Recruitment, Saddleback College

Lira, Lizbeth	Parra-Molina, Cynthia
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Emeritus Institute, Saddleback College

Che, Alex	Connoy, Gina	Leeds, Caren
Modolevsky, Herbert		

Division of Kinesiology and Athletics, Saddleback College

Mitchell, Dan	Montes, Tiffany	Thomas, Brandon
Thompson, Michelle		

School of Languages & Learning Resources, Irvine Valley College

Ataya, Muhammad	Iglesias Martinez, Mireia
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School of Physical Sciences and Technologies, Irvine Valley College

Anderson, Kathy	Gross, Barbara	Gross, Murray
Lefevre, Daniel		

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Equal Employment Opportunity (EEO) Plan 2019 - 2022

ACTION: Approval

BACKGROUND

California community colleges are mandated by the California Code of Regulations, Title 5, section 53003(a) and California Education Code, section 87100, to develop and implement an Equal Employment Opportunity (EEO) Plan designed to communicate the importance of diversity in the workplace.

In fulfilling its mission within California's system of public higher education, the South Orange County Community College District is committed to academic excellence and to providing all students with the opportunity to succeed in their chosen educational pursuits. Academic excellence can best be sustained in a climate of acceptance and with the inclusion of persons from a wide variety of backgrounds and preparations. A workforce that is continually responsive to the needs for a diverse student population may be achieved by ensuring that all persons receive equal opportunities to compete for employment and promotional opportunities.

The proposed EEO Plan (Exhibit A) brings the District into compliance with Title 5 regulations, thus enabling the District to successfully pursue its mission of student learning and student success. The EEO Fund Multiple Method Allocation Certification Form for fiscal year 2018 – 2019 (Exhibit B) details the District's implementation of various activities to promote equal employment opportunities.

STATUS

The EEO Plan has been reviewed by the District-wide EEO Advisory Task Force and college constituent groups and is ready for adoption and approval by the Board. The fiscal obligation created by the adoption of the plan is in relation to training of staff per the requirements of Title 5 guidelines, and will need to be included in the District's budget planning under the appropriate cost centers.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve and adopt the proposed EEO Plan as shown in Exhibit A, and approve the EEO Fund Multiple Method Allocation Certification Form for fiscal year 2018 – 2019 as shown in Exhibit B.

Item Submitted By: *Dr. Cindy Vyskocil, Vice Chancellor, Human Resources*



**South Orange County
Community College District**

Equal Employment Opportunity Plan

2019 – 2022

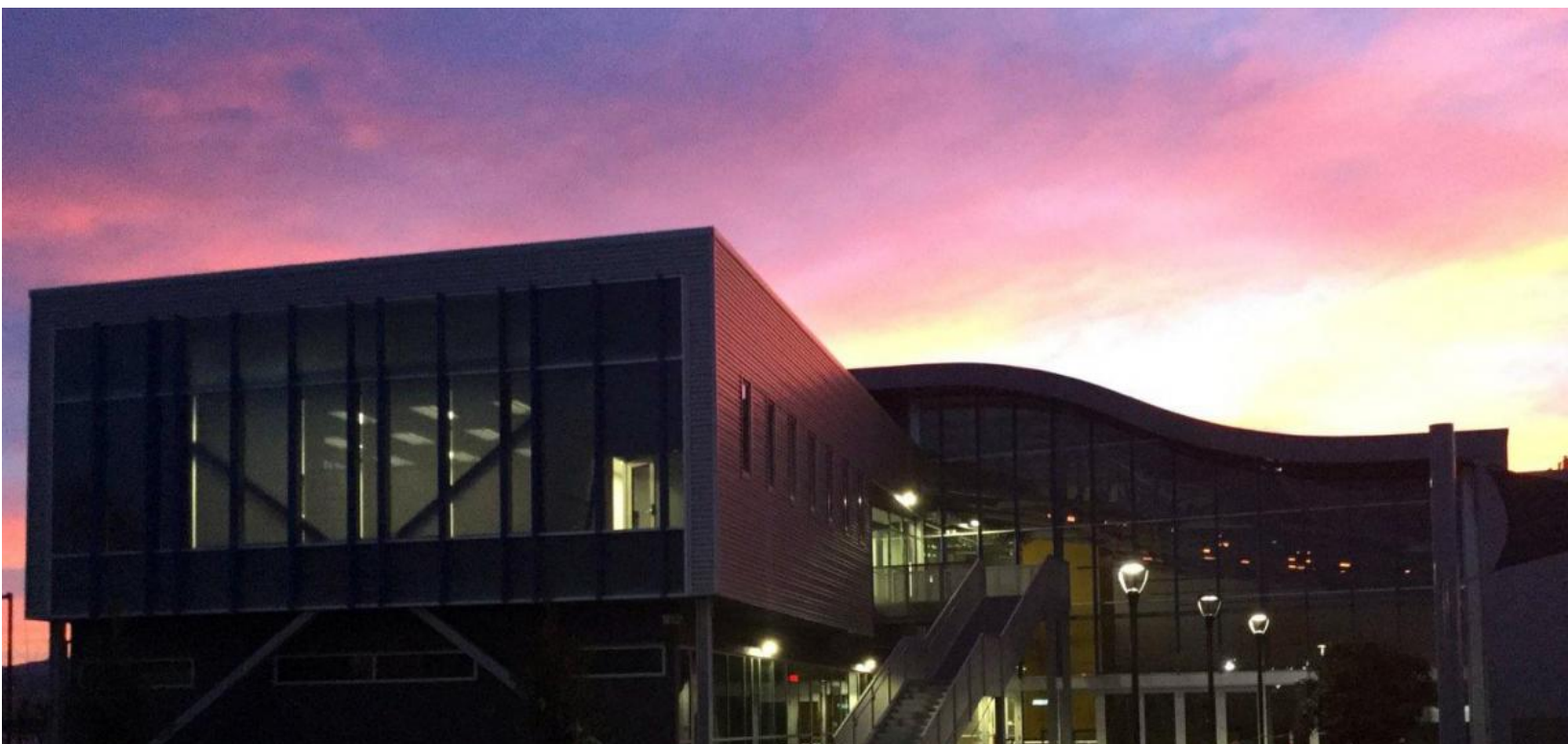


Table of Contents

	LEGAL AUTHORITY	2
I.	INTRODUCTION	4
II.	DEFINITIONS	5
III.	POLICY STATEMENT	7
IV.	DELEGATION OF RESPONSIBILITY, AUTHORITY AND COMPLIANCE	8
V.	ADVISORY COMMITTEE	10
VI.	COMPLAINTS	11
VII.	NOTIFICATION TO DISTRICT EMPLOYEES	12
VIII.	SCREENING COMMITTEE TRAINING AND COMPOSITION	13
IX.	ANNUAL WRITTEN NOTICE TO COMMUNITY ORGANIZATIONS	14
X.	ANALYSIS OF DISTRICT WORKFORCE AND APPLICATION POOL	15
XI.	FACULTY SELECTION PROCEDURES	16
XII.	EMPLOYMENT PROCEDURES FOR ADMINISTRATORS, MANAGERS AND CLASSIFIED EMPLOYEES	17
XIII.	PROCESS FOR DEVELOPING AND IMPLEMENTING STRATEGIES THAT PROMOTE DIVERSITY	18
XIV.	GRADUATE ASSUMPTION PROGRAM OF LOANS FOR EDUCATION	22
	APPENDIX A - COMMUNITY ORGANIZATIONS	23

LEGAL AUTHORITY

California community colleges are mandated by the California Code of Regulations Title 5, section 53003(a); and the California Education Code, section 87100 to develop and implement an Equal Employment Opportunity Plan.

California Code of Regulations Title 5, Section 53003(A) – District Plan

The governing board of each community college district shall develop and adopt a district-wide written equal employment opportunity plan to implement its equal employment opportunity program. Such plans shall be submitted to the State Chancellor's Office. The Chancellor's Office retains the authority to review district plans on a case-by-case basis.

California Education Code, Section 87100 Legislative Findings & Declarations

(a) The Legislature finds and declares all of the following:

(1) In fulfilling its mission within California's system of public higher education, the California community colleges are committed to academic excellence and to providing all students with the opportunity to succeed in their chosen educational pursuits.

(2) Academic excellence can best be sustained in a climate of acceptance and with the inclusion of persons from a wide variety of backgrounds and preparations to provide service to an increasingly diverse student population.

(3) A workforce that is continually responsive to the needs of a diverse student population may be achieved by ensuring that all persons receive an equal opportunity to compete for employment and promotion within the community college districts and by eliminating barriers to equal employment opportunity.

(b) It is the intent of the Legislature to establish and maintain within the California community college districts a policy of equal opportunity in employment for all persons, and to prohibit discrimination or preferential treatment based on ethnic group identification, or on any basis listed in subdivision (a) of section 12940 of the Government Code, as those bases are defined in sections 12926 and 12936.1 of the Government Code, except as otherwise provided in section 12940 of the Government Code. Every aspect of personnel policy and practice of the community college districts should advance the realization of inclusion through a continuing program of equal employment opportunity.

LEGAL AUTHORITY CONT.

(c) The Legislature recognizes that it is not enough to proclaim that community college districts must not discriminate and must not grant preferential treatment on impermissible bases. The Legislature declares that efforts must also be made to build a community in which nondiscrimination and equal opportunity are realized. It is the intent of the Legislature to require community college districts to adopt and implement programs and plans for ensuring equal employment opportunity in their employment practices.

Title 5, Section 53026 Complaints – Violation of Equal Employment Opportunity Regulations

Each community college district shall establish a process permitting any person to file a complaint alleging that the requirements of this subchapter have been violated. A copy of the complaint shall immediately be forwarded to the Chancellor, who may require the district provide a written investigative report within ninety (90) days. Complaints that also allege discrimination prohibited by Government Code sections 11135 et seq. shall be processed according to the procedures set forth in subchapter 5 (commencing with section 59300) of Chapter 10 of this division.



I. INTRODUCTION

On behalf of the South Orange County Community College District, we are proud to present the 2019-2022 Equal Employment Opportunity Plan (EEO). The Plan reflects the District's commitment to equal employment opportunity (EEO) and promotes practices that are inclusive and nondiscriminatory. The District's goal as an academic community is to sustain a working environment that fosters and celebrates diversity, promotes and rewards excellence, and is welcoming to all. An exemplary academic community promotes an inclusive environment that best prepares our faculty, staff, and students to live, work, and contribute in a global society. The Plan reflects the District's commitment to equal employment opportunity and outlines the active steps that ensure nondiscriminatory practices.

The Plan provides all legally required components as well as those that reflect best practices, including: establishment of an Equal Employment Opportunity Advisory and Diversity Committee; methods to support equal employment opportunity; procedures for dissemination of the Plan; and guidelines for on-going, longitudinal analysis of the demographic makeup of the District's workforce.

To effectively serve a growing and diverse population, the District is committed to attracting, hiring, and retaining faculty, and staff who are sensitive to, and knowledgeable of, the needs of an increasingly diverse student body as well as the communities they serve.

Sincerely,



Kathleen F. Burke, Ed.D. Chancellor

II. DEFINITIONS

[Reference – Title 5, Sec. 53001 and 53021]

1. Adverse Impact: a statistical measure (such as those outlined in the EEO Commission's Uniform Guidelines on Employee Selection Procedures) that is applied to the effects of a selection procedure and demonstrates a disproportionate negative impact on any group protected from discrimination pursuant to Government Code section 12940. A disparity identified in a given selection process will not be considered to constitute adverse impact if the numbers involved are too small to permit a meaningful comparison.
2. Chancellor's Office: California Community College's Chancellor's Office.
3. Diversity: a condition of broad inclusion in an employment environment that offers equal employment opportunity for all persons. It requires both the presence, and the respectful treatment, of individuals from a wide range of ethnic, racial, age, national origin, religious, gender, sexual orientation, disability, and socio-economic backgrounds.
4. Equal Employment Opportunity: A workplace where all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the District. Equal employment opportunity should exist at all levels, including in the seven job categories identified in the Title 5 regulations, namely: executive/administrative/managerial, faculty and other instructional staff, professional non-faculty, secretarial/clerical, technical and paraprofessional, skilled crafts, and service and maintenance. Equal employment opportunity also involves:
 - a. Identifying and eliminating barriers to employment that are not job related; and
 - b. Creating an environment which is welcoming to all groups protected from discrimination pursuant to Government Code section 12940.
5. Equal Employment Opportunity Plan: a written document that provides the guidelines for how a District's workforce will be analyzed and specific plans and procedures for promoting equal employment opportunity.
6. Equal Employment Opportunity Programs: all the various methods by which EEO is promoted. Such methods include, but are not limited to, using nondiscriminatory employment practices, actively recruiting, monitoring and taking additional steps consistent with the requirements of Title 5, Section 53006..

II. DEFINITIONS CONT.

7. Ethnic Group Identification: an individual's identification in one or more of the ethnic groups reported to the Chancellor pursuant to section 53004. These groups may be more specifically defined by the Chancellor consistent with state and federal law.
8. In-house or Promotional Only Hiring: only existing District employees are allowed to apply for a position.
9. Monitored Group: a group identified in Title 5, section 53004(b) for which monitoring and reporting is required pursuant to Section 53004(a).
10. Person with a Disability: any person who (1) has a physical or mental impairment as defined in Government Code, Section 12926 which limits one or more of such person's major life activities; (2) has a record of such an impairment; or (3) is regarded as having such an impairment.
11. Projected Representation: the percentage of persons from a monitored group determined by the Chancellor to be available and qualified to perform the work in question. Note: At this time, the Chancellor's Office has concluded that it lacks sufficiently reliable availability data to make such determinations.
12. Selection Procedures: any measure, combination of measures, or procedures used as a basis for any employment decision. Selection procedures include the full range of assessment techniques, including but not limited to, traditional paper and pencil tests, performance tests, and physical, educational, and work experience requirements, interviews, and review of application forms.
13. Significantly Underrepresented Group: any monitored group for which the percentage of persons from that group employed by the District in any job category listed in Section 53004(a) is below eighty percent (80%) of the projected representation for that group in the job category in question.

III. POLICY STATEMENT

[Reference – Education Code 87100, et seq.; Title 5, Sec. 53002]

The South Orange County Community College District (the “District”) is committed to the principles of equal employment opportunity. By adoption of this Equal Employment Opportunity Plan, the District implements a comprehensive program to put those principles into practice. The District is committed to a continuing good faith effort to ensure that all qualified applicants for employment and employees have full and equal access to employment opportunity, and are not subjected to discrimination in any program or activity of the District on the basis of age, ancestry, color, gender, gender identity, gender expression, marital status, medical condition, national origin, parental status, physical or mental disability, race, religion, sexual orientation, veteran status, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

The District strives to achieve a workforce that is welcoming to all individuals in legally protected categories to ensure the District provides an inclusive educational and employment environment. Such an environment fosters cooperation, acceptance, democracy and free expression of ideas. An Equal Employment Opportunity Plan is maintained to ensure the implementation of equal employment opportunity principles that conform to federal and state laws.



IV. DELEGATION OF RESPONSIBILITY, AUTHORITY AND COMPLIANCE

[Reference – Title 5, Sec. 53003(c)(1) and 53020]

All District employees are expected to promote and support equal employment opportunity because successful implementation of this EEO Plan requires a commitment and a contribution from every segment of the District. The general responsibilities for the prompt and effective implementation of the Plan are set forth below.

1. Board of Trustees

The Board of Trustees of the District is ultimately responsible for the successful implementation of the EEO Plan through the regular review of data, data-driven policy development and guidance to the Chancellor.

2. Chancellor

The Board of Trustees delegates to the Chancellor the responsibility for ongoing implementation of the Plan at all levels, for providing leadership in supporting the District's equal employment opportunity policies and procedures, and for keeping the Board informed of the District's progress and implementation of the Plan. The Chancellor shall also advise the Board of Trustees concerning statewide policy emanating from the Board of Governors of the California Community Colleges.

3. Equal Employment Opportunity Officer

The District has designated the Equal Employment Opportunity ("EEO") Officer to be responsible for the day-to-day implementation of the Plan. If the designation of the EEO Officer changes before this Plan is next revised, the District will notify employees and applicants for employment of the new designee. The equal employment opportunity officer is responsible for administering, implementing and monitoring the Plan and for assuring compliance with the requirements of Title 5, Sections 53000 et seq. The EEO Officer is also responsible for receiving complaints described in the Plan Component 5 and for ensuring that applicant pools and selection procedures are properly monitored.



IV. DELEGATION OF RESPONSIBILITY, AUTHORITY AND COMPLIANCE CONT.

4. Equal Employment Opportunity Advisory Committee

The District shall establish a District Equal Employment Opportunity (“EEO”) Advisory Committee to act as an advisory body to the EEO Officer and the District as a whole to promote understanding and support of equal employment opportunity policies and procedures. The EEO Advisory Committee assists in the development and implementation of the Plan in compliance with state and federal regulations and guidelines, monitors equal employment opportunity progress, and provides suggestions for Plan revisions as appropriate.

5. Agents of the District

Any organization or individual, whether or not an employee of the District, who acts on behalf of the Board of Trustees with regard to the recruitment and screening of personnel, is an agent of the District and is subject to all the requirements of the Plan.

6. Good Faith Effort

A good faith effort is one that is honest and taken with sincere intent.



V. ADVISORY COMMITTEE

[Reference – Title 5, Sec. 53005]

The District shall establish an EEO Advisory Committee to assist the District in implementing its Plan. The committee may also assist in promoting an understanding and support of equal opportunity and nondiscrimination policies and procedures. The committee may work in coordination with other groups on campus to sponsor events, training, or other activities that promote equal employment opportunity, nondiscrimination, retention and diversity. The equal employment opportunity officer shall train the advisory committee on equal employment compliance and the Plan itself. The committee shall include a diverse membership whenever possible. A substantial good faith effort to maintain a diverse membership is expected. If the District has been unable to meet this objective, it will document efforts made to recruit advisory committee members who represent diversity. The committee will be composed of two members of the faculty; two members of the classified staff; two academic administrators; two classified managers; as well as the EEO Officer, the VCHR, the HR Executive Director and HR Director.

The committee will be convened initially each year and chaired by the EEO Officer. Terms of office for the voting members shall be for two years. The EEO Advisory Committee shall hold a minimum of two (2) meetings per fiscal year, with additional meetings if needed to review EEO and diversity efforts, programs, policies, and progress. When appropriate, the advisory committee shall make recommendations to the Board of Trustees and the Chancellor.

VI. COMPLAINTS

[Reference – Title 5, Sec. 53003(c)(2) and 53026]

1. Complaints Alleging Violation of the Equal Employment Opportunity Regulations (Title 5 Section 53026).

The District has established the following process permitting any person to file a complaint alleging that the requirements of the equal employment opportunity **regulations**¹ have been violated. Any person who believes that the equal employment opportunity regulations have been violated may file a written complaint describing in detail the alleged violation. All complaints shall be signed and dated by the complainant and shall contain, to the best of the complainant's ability, the names of the individuals involved, the date(s) of the event(s) at issue, and a detailed description of the actions constituting the alleged violation. Complaints involving current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than sixty (60) days after such occurrence unless the complainant can verify a compelling reason for the District to waive the sixty (60) day limitation. Complaints alleging violations of the Plan that do not involve current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than ninety (90) days after such occurrence unless the violation is ongoing. As directed by the Chancellor's office, the decision of the District in complaints pursuant to Section 53026 is final. (See California Community Colleges Chancellor's Office Guidelines for Minimum Conditions Complaints at: http://extranet.cccco.edu/Portals/1/Legal/Guidelines/Min_Cond_Complaints.pdf)

The District may return without action any complaints that are inadequate because they do not state a clear violation of the EEO regulations. All returned complaints must include a District statement of the reason for returning the complaint without action.

The complaint shall be filed with the EEO officer. If the complaint involves the equal employment opportunity officer, the complaint may be filed with the Chancellor. A written determination on all accepted written complaints will be issued to the complainant within ninety (90) days of the filing of the complaint. If this is not practical, a written notification will be provided to the complainant as to the reasons for the extension and estimated date of completion. The equal employment opportunity officer will forward copies of all written complaints to the Chancellor's Office upon receipt.

2. Complaints Alleging Unlawful Discrimination or Harassment (Section 59300 et seq.)

The District has adopted separate procedures for the processing of complaints alleging unlawful discrimination or harassment. The District's discrimination and harassment complaint procedures are documented in board policy (BP) and administrative regulation (AR) 4000.5 which can be found on the District's website (www.socccd.edu) or accessed directly through the following links:

[*Harassment and Discrimination Prevention and Complaint Procedures \(BP 4000.5\)*](#)

[*Harassment and Discrimination Prevention and Complaint Procedures \(AR 4000.5\)*](#)

¹ The equal employment opportunity regulations are found in California Code of Regulations, title 5, section 53000 et seq.

VII. NOTIFICATION TO DISTRICT EMPLOYEES

[Reference – Title 5, § 53003(c)(3)]

The Plan and subsequent revisions will be distributed to the District's Board of Trustees, the Chancellor, administrators, the academic and classified senate councils, union representatives and members of the District Equal Employment Opportunity Advisory Committee. The Plan will be available on the District's website and employees will be notified electronically. The Office of Human Resources will provide all new employees with a copy of the written notice described above when they commence their employment with the District.

Each year, the District will inform all employees of the Plan's availability including a written summary of the provisions of the Plan. The annual notice will emphasize the importance of the employee's participation and responsibility in ensuring the Plan's implementation. The annual notice will contain the following provisions:

- a. The importance of the employee's participation and responsibility in ensuring the Plan's implementation;
- b. The availability of the Plan on the District website, at the Office of the Chancellor and College Presidents and Vice President for Student Services at each campus, and the Office of Human Resources.

VIII. SCREENING COMMITTEE TRAINING AND COMPOSITION

[Reference – Title 5, § 53003(c)(4)]

Any organization or individual, whether or not an employee of the District, who is involved in the recruitment and screening/selection of personnel shall receive training on the requirements of the Title 5 regulations on equal employment opportunity (Section 53000 et. seq.); the requirements of federal and state nondiscrimination laws; the requirements of the District's EEO Plan; the District's policies on nondiscrimination, recruitment, and hiring; principles of diversity and cultural proficiency; and the value of a diverse workforce. Persons serving in the above capacities must be current with interactive training prior to service. This training is mandatory; individuals who have not received this training will not be allowed to serve on hiring committees. Any individual, whether an employee of the District, or an individual acting on behalf of the District, with regard to recruitment and hiring of employees is subject to the equal employment opportunity requirements of Title 5 § 53020(c) and the District's Plan.



IX. ANNUAL WRITTEN NOTICE TO COMMUNITY ORGANIZATIONS

[Reference – Title 5, Sec. 53003(c)(5)]

The EEO Officer will provide annual written notice to appropriate community-based and professional organizations concerning the Plan. The notice will include a summary of the Plan, inform these organizations how they may obtain a copy, and shall solicit their assistance in identifying diverse qualified candidates. The notice will also include the web address where the District advertises its job openings and the HR department phone number to call in order to obtain employment information. The District will actively seek to reach a diverse selection of recruitment sources, through various institutions, organizations, and agencies. A list of organizations, which will receive this notice, is included within Appendix A of this Plan. This list may be revised, periodically, as necessary.



X. ANALYSIS OF DISTRICT WORKFORCE AND APPLICANT POOLS

[Reference – Title 5, Sec. 53003(c)(6) and 53004]

The Office of Human Resources will annually collect the District's employee demographic data and shall monitor initial and qualified applicant pools for employment on an ongoing basis to evaluate the District's progress in implementing the Plan, and to provide data needed for the reports required by the Plan.

Each applicant and employee shall be requested to identify her or his gender, ethnic group identification and whether or not he or she is disabled. The data collection instrument will clearly notify applicants/employees that this information is kept confidential; is not utilized in making any individual employment decisions or viewed by those making such decision; and is separated from the applications that are forwarded to the screening/interview committee and hiring administrator(s). At least every three years the Plan is reviewed. If necessary, it will be revised based on an analysis of ethnic group identification, gender, and disability composition of existing staff and of those who have applied for employment in each of the following identified job categories:

1. Executive/Administrative/Managerial
2. Faculty and Other Instructional Staff
3. Professional Non-faculty
4. Secretarial/Clerical
5. Technical and Paraprofessional
6. Skilled Crafts
7. Service and Maintenance

Data shall be maintained year-to-year and longitudinal analysis shall be conducted where there is at least three years of data to review, or sooner if the EEO Officer concludes that there is sufficient data for the analysis to be meaningful.

[Click here](#) to view the District's workforce composition for year ending October 30, 2018

[Click here](#) to view the District's applicant pools for year ending October 30, 2018

XI. FACILITY SELECTION PROCEDURES

Hiring procedures have been developed consistent with the requirements of law and this EEO Plan.

The administrative regulation (AR) for Full Time Faculty Hiring Recruitment is documented in AR 4011.1 which can be found on the District's website (www.socccd.edu) or accessed directly through the following link:

[Recruitment: Full-Time Faculty Hiring \(AR 4011.1\)](#)



XII. EMPLOYMENT PROCEDURES FOR ADMINISTRATORS, MANAGERS AND CLASSIFIED EMPLOYEES

Hiring procedures have been developed consistent with the requirements of law and this EEO Plan, which can be found on the District's website (www.socccd.edu) or accessed directly through the following links:

[Employment Procedures for Administrators and Managers \(Board Policy 4011\)](#)

[Hiring Policy for Classified Staff \(Board Policy 4011.3\)](#)

XIII. PROCESS FOR DEVELOPING AND IMPLEMENTING STRATEGIES THAT PROMOTE DIVERSITY

[Reference – Title 5, Sec. 53003(c)(10)]

The District recognizes multiple approaches are appropriate to fulfill its mission of ensuring equal employment opportunity and the creation of a diverse workforce. Equal employment opportunity means all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the District. Equal employment opportunity should exist at all levels and in all job categories. The District seeks to ensure equal employment opportunity through the creation of an environment that welcomes men and women, persons with disabilities, and individuals from all ethnic and other groups. This environment fosters cooperation, acceptance, democracy and the free expression of ideas.

The District offers cultural events, speakers on diversity, infuses diversity into the classroom, promotes learning opportunities, fosters personal sensitivity to diversity, and evaluates how the environment can be responsive to its employees and students. In the implementation of a diversity/equity program, the district focuses on several overarching goals with specific action steps:

A. Recruitment and selection of a diverse employee population

The District strives to recruit, select and maintain a diverse employee population. The District will review and continue the following:

- The District and college mission statements convey our commitment to diversity and inclusion, and recognition that a diverse and inclusive workforce promotes its educational goals and values.
- The District's hiring procedures require applicants for all positions to demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community college students in a manner specific to the position.
- The District's publications and websites will continue to convey our commitment to diversity and equal employment opportunity.
- The District addresses issues of inclusion/exclusion in a transparent and collaborative fashion.

XIII. PROCESS FOR DEVELOPING AND IMPLEMENTING STRATEGIES THAT PROMOTE DIVERSITY CONT.

The District will review, plan and implement the following:

- The District's Board of Trustees will receive training on the elimination of bias in hiring and employment at least once every election cycle.
- The District elicits information from applicants who decline job offers to find out why, record and utilize the information.
- The District will expand its current equal employment opportunity training from an annual training to a semi-annual training and include all employee groups as eligible to serve as an equal employment opportunity representative on search committees.

B. Onboarding of new employees

The District maintains a variety of programs to support newly-hired employees such as mentoring, professional development, and leadership opportunities.

The District will review and continue the following:

- The District complies with the requirements of Government Code section 12950.1 (Stats. 2004, chapter 933 [AB1825]), and includes all forms of harassment and discrimination in the training.
- The District will continue and expand employee professional growth opportunities through job integration and career ladders.
- The District will continue to provide orientation to all new employees on the principles of EEO.

XIII. PROCESS FOR DEVELOPING AND IMPLEMENTING STRATEGIES THAT PROMOTE DIVERSITY

CONT.

The District will review, plan and implement the following:

- The District will expand its current equal employment opportunity training from an annual training to a semi-annual training and include all employee groups as eligible to serve as an equal employment opportunity representative on search committees.
- The District will expand its equal employment opportunity training on all search committee members.

C. On-going employee training in diversity and equity

The District will continue and expand training in diversity and equity while it coordinates existing efforts into a comprehensive plan.

The District will review and continue the following:

- The District promptly and thoroughly investigates all complaints filed under this chapter, and all harassment and discrimination complaints filed under subchapter 5 (commencing with section 59300) of chapter 10 of this division, and takes appropriate corrective action in all instances where a violation is found.
- The District provides training on elimination of bias in hiring and employment.

XIII. PROCESS FOR DEVELOPING AND IMPLEMENTING STRATEGIES THAT PROMOTE DIVERSITY CONT.

The District will review, plan and implement the following:

- The District conducts surveys of campus climate on a regular basis and will utilize the information that pertains to diversity and equity from the surveys.
- The District will provide more cultural awareness training to members of the campus community
- The District will consider the coordination and expansion of diversity/equity training for its own internal community as well as the external community.

D. Off-boarding of employees

The District discusses the employment relationship with employees who leave the institution to monitor the employment climate in regards to issues which include the impact of diversity in daily work-life of the district.

The District will review and continue the following:

- The District conducts exit interviews with employees who voluntary leave the District.
- The District will review, plan and implement the following:
- The District conducts exit interviews with employees who voluntarily leave the District, maintains a data base of exit interviews, analyzes the data for patterns which impact particular monitored groups, and implements measures that utilize this information.

E. On-Going Assessment and Evaluation of Diversity Measures

- The District audits and/or maintains updated job descriptions and/or job announcements.
- The District conducts longitudinal analysis of various employment events by monitored group status such as: hiring, promotion, retention, voluntary resignation, termination, and discipline.

XIV. GRADUATE ASSUMPTION PROGRAM OF LOANS FOR EDUCATION

[Reference – Ed Code, Sec. 87106(b)(4) and 69618 et seq.]

The Graduate Assumption Program of Loans for Education refers to efforts of the District to encourage college and university students to become qualified for, and seek employment as, community college employees. The District shall research and inform students about programs that may assist them to complete their graduate studies in order to potentially become community college employees.



APPENDIX A

COMMUNITY ORGANIZATIONS AND CONTACT INFORMATION

A Black Education Network (ABEN)

P.O. Box 3134
San Jose, CA 95156
Tel: (408) 977-4188
www.aben4ace.org

American Civil Liberties Union

ACLU Orange County Chapter
1313 West Eighth St.,
Los Angeles, CA 90017
Tel: (Orange County): (714) 450-3962

Asian Pacific American Network

231 East Third Street, Suite G104
Los Angeles, CA 90013
Tel: (213) 473-3030
Fax: (213) 473-3031
www.apanet.org/about.html

Black Chamber of Commerce of Orange County

2323 North Broadway, Suite # 302
Santa Ana, CA 92706
Tel: (714) 547-2646
www.ocblackchamber.com

Diverse: Issues in Higher Education

10520 Warwick Avenue, Suite B-8
Fairfax, VA 22030-3136
Tel: (800) 783-3199 or (703) 385-2981
Fax: (703) 385-1839
www.diverseeducation.com

GLAAACC - African American Chamber of Commerce

5120 W. Goldleaf Circle, Suite # 230
Los Angeles, CA 90056
Tel: (323) 292-1297
Fax: (323) 292-1451
www.glaaacc.org

Japanese American Citizens League

Pacific Southwest Regional Office
244 South San Pedro Street, Suite # 409
Los Angeles, CA 90012
Tel: (213) 626-4471
www.jacl.org

Japanese American Cultural & Community Center

244 S. San Pedro Street
Los Angeles, CA 90012
Tel: (213) 628-2725
Fax: (213) 617-8576
www.jaccc.org/

League of Women Voters Orange County

P. O. Box 10621
Santa Ana, CA 92711-0621
Tel: (714) 245-0567
<http://ocilo.ca.lwvnet.org/>

The LGBT Center OC

1605 N. Spurgeon St.
Santa Ana, CA 92701
Tel: (714) 953-5428
www.lgbtcenteroc.org

Mexican American Legal Defense and Education Fund

634 S. Spring Street, Suite 1100
Los Angeles, CA 90014
Tel: (213) 629-2512
<http://maldef.org>

Mexican American Women's National Association (MANA)

1140 19th Street, NW, Suite # 550
Washington, DC 20036
Tel: (202) 525-5113
www.hermana.org

APPENDIX A

COMMUNITY ORGANIZATIONS AND CONTACT INFORMATION

National Association for the Advancement of Colored People (NAACP)

P.O. Box 1594
Long Beach, CA 90801
Tel: (562) 494-6507
www.naacp-losangeles.org

National Center for Lesbian Rights (NCLR)

NCLR National Office
870 Market Street, Suite 370
San Francisco, CA 94102
Tel: (415) 392-6257
Fax: (415) 392-8442
www.nclrights.org

National Congress of American Indians (NCAI)

1516 P. Street, NW
Washington, DC 20005
Tel: (202) 466-7767
Fax: (202) 466-7797
<http://ncai.org>

National Federation of Filipino American Associations (NFFAA)

1322 18th St NW
Washington, DC 20036-1803
Tel: (202) 803-1353
<http://naaffaa.org/>

National Organization for Women (NOW)

1100 H Street NW, Ste. 300
Washington, DC 20005
Tel: (202) 628-8669 (628-8NOW)
www.now.org

North County African American Women's Association

4140 Oceanside Blvd. Suite #159
Oceanside, CA 92056
Tel: (760) 978-6534
<http://www.ncaawa.org/>

National Urban League

80 Pine Street, 9th Floor
New York, NY 10005
Tel: (212) 558-5300
Fax: (212) 344-5332
www.nul.iamempowered.com

Ocapica | Orange County Asian and Pacific Islander Community Alliance

12912 Brookhurst St.
Garden Grove, CA 92840
Tel: (714) 636-9095
<https://www.ocapica.org/>

Orange County Hispanic Chamber of Commerce

1 Banting Suite A
Irvine, CA 92618
Tel: (949) 891-1464
www.ochcc.org

Women's Bureau

Office of the Secretary U.S Department of Labor

200 Constitution Avenue, NW
Washington, DC 20210
Tel: (202) 693-6710
Fax: (202) 693-6725
www.dol.gov/wb

SOCCCD
EQUAL EMPLOYMENT OPPORTUNITY PLAN
2019-2022



SOCCCD 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

AN EQUAL OPPORTUNITY EMPLOYER

District Name: South Orange County Community College District

Does the District meet Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year) (All mandatory for funding).

✓ **Yes**
No

The district met at least 6 of the remaining 8 Multiple Methods? (Please mark your answers.)

Yes

✓

Method 2 (Board policies and adopted resolutions)

Method 3 (Incentives for hard-to-hire areas/disciplines)

✓

Method 4 (Focused outreach and publications)

✓

Method 5 (Procedures for addressing diversity throughout hiring steps and levels)

✓

Method 6 (Consistent and ongoing training for hiring committees)

✓

Method 7 (Professional development focused on diversity)

✓

Method 8 (Diversity incorporated into criteria for employee evaluation and tenure review)

Method 9 (Grow-Your-Own programs)

No

I CERTIFY THAT THIS REPORT FORM IS COMPLETE AND ACCURATE. Please attach meeting agenda showing district EEO Advisory Committee's certification of this report form.

Chair, Equal Employment Opportunity Advisory Committee

Name: Ettie Graham

Title: Director of HR, EEO, Equity & Compliance

Signature: _____

Date: _____

Chief Human Resources Officer

Name: Dr. Cindy Vyskocil

Title: Vice Chancellor of Human Resources

Signature: _____

Date: _____

Chief Executive Officer (Chancellor or President/Superintendent)

Name: Dr. Kathleen F. Burke

Title: Chancellor

Signature: _____

Date: _____

President/Chair, District Board of Trustees

Date of governing board's approval/certification: _____, 2019

Name: T.J. Prendergast III

Title: **President/Chair, Board of Trustees**

Signature: _____

Date: _____

This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 Multiple Methods.

When providing explanation(s) and evidence of your district's success in implementing the Multiple Methods, please keep narrative to no more than one page per Multiple Method. If you reference an attachment, please ensure it is attached to your submittal.

Nine (9) Multiple Methods

Mandatory for Funding

1. District's EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance reports for prior year.

Pre-Hiring

2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

Hiring

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committees

Post-Hiring

7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs

Does District meet Multiple Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year)?

✓ **Yes**

No

Under the Multiple Method allocation model, districts must minimally have an operational district EEO Advisory Committee, and an updated EEO Plan. Additionally, districts are required to annually report on the use of EEO funds.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor's Office. (Title 5, section 53003).
- EEO Plans are considered active for three years from the date of when the district's Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title 5, section 53005).
- The districts are required to annually submit a report on the use of Equal Employment Opportunity funds. (Title 5, section 53034).

Please provide an explanation and evidence of meeting this Multiple Method, #1.

Multiple Method #1

The South Orange County Community College District (SOCCCD) has a critical role in the community by responding to the needs of an increasingly diverse population. The county's ever changing demographic makeup is represented in our student populations and we must continue to adapt our services and offerings to best serve that population. The District's Education Master and Strategic Plans require that we identify and evaluate obstacles to student success and identify meaningful avenues to overcome those obstacles, including developing and implementing practices and procedures that create a climate for equity, equal employment opportunity, nondiscrimination and workforce diversity by the following commitments:

- Establishment of the District's EEO Plan Advisory Committee, which consists of a diverse membership, to assist the District in improving and implementing its plan. The new members are comprised of administrators, faculty, managers and classified staff and come from a diverse membership. The members participated in a four-hour training workshop with Laura Schulkind, Partner at LCW.
- The EEO Advisory Committee charge includes, assessing institutional policies, procedures and practices with instructional programs and services as well as the impact on hiring and retention, with a focus on equity and inclusion. The advisory committee implements the EEO Plan and ensures the District addresses the diverse needs of the community and the students served within its area.
- District submitted a report on the use of EEO funds on September 27, 2018
- Board approval of the Districts updated EEO Plan (May 2019)

To receive funding for this year's allocation amount, districts are also required to meet 6 of the remaining 8 Multiple Methods.

Does the District meet Method #2 (Board policies and adopted resolutions)?

✓ **Yes**
No

Please provide an explanation and evidence of meeting this Multiple Method, #2.

Multiple Method #2

The District is committed to providing a learning and work environment that is sensitive to the diversity of our students, employees and community and that embraces equity and inclusion. Through the District's board policies, administrative regulations and practices, there is a commitment that diversity benefits students of all backgrounds by exposing them to diverse ideas, views and experiences and that enhances educational quality.

The District's Board of Trustees has adopted policies and regulations that support and enhance the District's commitment to attracting and retaining a work environment that is diverse, inclusive and responsive to our student populations at Saddleback College and Irvine Valley College. In accordance with Section 53024.1(g) the board received training on the elimination of bias in hiring and employment.

In addition, the District has adopted the following:

- Board Policy 4000.4 Equal Employment Opportunity
- Board Policy 4000.6 Complaints
- Board Policy 4011 Employment Procedures for Administrators and Managers
- Board Policy 4011.1 Recruitment: Full-Time Faculty Hiring
- Administrative Regulation 4011.1 Recruitment: Full-Time Faculty Hiring
- Board Policy 4011.3 Recruitment: Classified Staff
- Administrative Regulation 4011.3 Recruitment: Classified Staff
- Board Policy 4011.2 Confidentiality and Conflicts of Interest in Hiring
- Board Policy 4015 Accommodations for Employees/Applicants with Disabilities
- Board Policy 4040 Institutional Code of Conduct
- Administrative Regulation 4040 Institutional Code of Conduct

Does the District meet Method #3 (Incentives for hard-to-hire areas/disciplines)?

☐ Yes
☒ No

Please provide an explanation and evidence of meeting this Multiple Method, #3.

Multiple Method #3

Does the District meet Method #4 (Focused outreach and publications)?

☒ Yes
☐ No

Please provide an explanation and evidence of meeting this Multiple Method, #4.

Multiple Method #4

The District advertises its opening in publications and websites that convey its commitment to diversity and EEO. All open positions are advertised on platforms, sites and publications known to attract diverse talent and interest, as well as specialty sites used for harder to fill openings/disciplines. We advertise in a wide variety of reputable publications and job sites, including, but not limited to: CCC Registry, Chronicle of Higher Education, Community College Times, Insider Higher Ed, Women in Higher Education, Hispanic Outlook, IMDiversity, etc.

The District maintains updated job descriptions and job announcements with the appropriate minimum qualifications that include a requirement to possess a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation and ethnic backgrounds of community college students. The District reviews and updates all job announcements with the appropriate minimum qualifications, applications requirements and our commitment to diversity and EEO (sections 53024.1(f)(, 53024.1(i)). All openings are posted on the District website and applications are submitted through the District's online application system which provides 24/7 access to applicants.

The District's mission statement conveys its commitment to diversity and inclusion and the recognition that a diverse and inclusive workforce promotes its educational goals and values. Further, the District has instituted a District wide Planning Committee and its charge includes a focus on EEO and diversity initiatives.

Does the District meet Method #5 (Procedures for addressing diversity throughout hiring steps and levels)?

✓ Yes
No

Please provide an explanation and evidence of meeting this Multiple Method, #5.

Multiple Method #5

The District provides training on the elimination of bias in hiring and employment. The District requires hiring committee members to be representative of the diverse college community it serves and that each committee member has an independent voice and equal standing (Board Policy 4011.2). Having diverse members in our hiring committees is shown to reduce the potential for bias by promoting an awareness and sensitivity to the rich and varying backgrounds and experiences of applicants. Hiring committees require that all applicants demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community college students in a manner that is specific to the position (Section 53024.1(l)).

District Human Resources works closely with each hiring committee and provides training on related board policies, administrative regulations, internal procedures, federal and state nondiscrimination laws, confidentiality and conflict of interest and sensitivity to and understanding of the diversity of the students served by our colleges. Further, the EEO representative for each hiring committee is responsible for upholding these requirements and ensures that the process is followed and is in compliance with board policies, ARs and the law and that all applicants are treated equally and fairly. Any concerns throughout the process are brought forward to Human Resources for evaluation and resolution. Timely and thorough investigations of all complaints (Section 53024.1(h)), and all harassment and discrimination complaints are conducted with appropriate corrective action taken in all instances where a violation is found. At any point during the recruitment process, board policy allows the District to stop the process.

The District provides a variety of programs to support newly hired as well as seasoned employees. These include new hire orientation, professional development and other opportunities.

In addition, the District implemented AB1825 Harassment trainings for Administrators/Managers:

March 20, 2018 with 56 attendees
March 28, 2018 with 32 attendees
May 17, 2018 with 22 attendees
November 9, 2018 with 26 attendees

Also, the District implemented SB1343 Harassment trainings for Classified/Non-Management Staff:

December 4, 2018 with 61 attendees
December 12, 2018 with 59 attendees
January 24, 2019 with 51 attendees
February 7, 2019 with 74 attendees
February 12, 2019 with 41 attendees

March 8, 2019 with 78 attendees
March 18, 2019 with 29 attendees
April 24, 2019 with 53 attendees
April 26, 2019 with 47 attendees

Does the District meet Method #6 (Consistent and ongoing training for hiring committees)?

✓ **Yes**
No

Please provide an explanation and evidence of meeting this Multiple Method, #6.

Multiple Method #6

The District provides training on the elimination of bias in hiring and employment and on EEO and inclusion for all search committee members. Each hiring committee is assigned a trained EEO representative who works closely with the hiring committee to conduct a fair and equitable selection process. All participants receive comprehensive training on applicable board policies and administrative regulations, federal and state nondiscrimination laws, confidentiality and conflict of interest and sensitivity to and understanding of the diversity of the students served by our colleges.

Does the District meet Method #7 (Professional development focused on diversity)?

✓ **Yes**
No

Please provide an explanation and evidence of meeting this Multiple Method, #7.

Multiple Method #7

The District provides and encourages all employees to continue their professional development through training opportunities, activities and programs consistent with the District's institutional mission, legal requirements of each position and identified teaching and learning needs.

The District addresses issues of diversity in a transparent and collaborative fashion. All employees are required to attend training on Preventing Harassment, Bullying and Unlawful Discrimination.

Does the District meet Method #8 (Diversity incorporated into criteria for employee evaluation and tenure review)?

☒ **Yes**
☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #8.

Multiple Method #8

The District's performance evaluation procedures require all employees being evaluated to demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identify, sexual orientation and ethnic backgrounds in a manner specific to each position. The District has developed an exit interview form to conduct interviews with voluntarily separated employees. The information is utilized for tracking of monitored groups as well as for trends and other information.

Does the District meet Method #9 (Grow-Your-Own programs)?

☐ **Yes**
☒ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #9.

Multiple Method #9



EEO Advisory Committee Meeting

March 27, 2019, 11:30 a.m. – 4:00 p.m.
District Services, Chancellor's Conference Room 324

AGENDA

1. Welcome & Lunch
2. Introductions
3. Presentation - Promoting Workforce Diversity: The Role of EEO Advisory Committees
Presenter: Laura Schulkind, LCW (Liebert Cassidy Whitmore)
4. Future meeting dates

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Destruction of Class 3 Disposable Records

ACTION: Approval

BACKGROUND

Title 5, Section 59022 of the California Administrative Code requires that each community college district establish an annual procedure by which the chief administrative officer, or the designee of that officer, shall review documents and papers received or produced during the prior academic year and classify them as Class 1-Permanent, Class 2-Optional, or Class 3-Disposable. Further, Section 59022(b) states that, if such records are three or more years old and classified as Class 3-Disposable, they may be destroyed without further delay.

STATUS

The District has reviewed the classification of documents provided in Title 5, Section 59022 and has identified those documents listed in attached Exhibit A as those which may now be destroyed in compliance with the Code.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the destruction of documents detailed in Exhibit A.

CLASS 3 – DISPOSABLE RECORDS
DESTROY AFTER JULY 1, 2019

District Fiscal Services – Payroll

Hourly Time Cards	All Prior to Fiscal Year 2013-2014
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District Fiscal Services – Accounting

Cash Disbursements	All Prior to Fiscal Year 2013-2014
Cash Receipts	All Prior to Fiscal Year 2013-2014
District Depository	All Prior to Fiscal Year 2013-2014
Financial Aid Check Copies	All Prior to Fiscal Year 2013-2014
Grant Project Accounts	All Prior to Fiscal Year 2013-2014
Journal Entry	All Prior to Fiscal Year 2013-2014
Purchasing Records	All Prior to Fiscal Year 2013-2014
Student Refunds	All Prior to Fiscal Year 2013-2014
Vendor Account Payable Files	All Prior to Fiscal Year 2013-2014
Warrant Disbursements	All Prior to Fiscal Year 2013-2014
Warrant Registers	All Prior to Fiscal Year 2013-2014

Human Resources

Employment Applications	All Prior to Fiscal Year 2015-2016
Recruitment Files	All Prior to Fiscal Year 2014-2015
Subpoenas/Requests for Records	All Prior to Fiscal Year 2015-2016

Irvine Valley College Admissions and Records

Transcript Requests	All Prior to Academic Year 2015-2016
Verification Requests	All Prior to Academic Year 2015-2016

Saddleback College Admissions & Records

Add/Drop Cards	All Prior to Academic Year 2015-2016
AB 540 Affidavits	All Prior to Academic Year 2015-2016
Audit Requests	All Prior to Academic Year 2015-2016
Data Change Forms	All Prior to Academic Year 2015-2016
General Petitions	All Prior to Academic Year 2015-2016
K-12 Concurrent Enrollment Requests	All Prior to Academic Year 2015-2016
Positive Attendance Rosters	All Prior to Academic Year 2015-2016
Residency Reclassification Requests	All Prior to Academic Year 2015-2016

Transcript Requests
Verification Requests

All Prior to Academic Year 2015-2016
All Prior to Academic Year 2015-2016

Saddleback College Student Payment/Veteran's Office

Veteran Benefit Processing Files

All Prior to Current Fiscal Year with No
Activity for 3 Years

Saddleback College Vice President for Student Services Office

Student Disciplinary Files

All Prior to Fiscal Year 2013-2014 except if
disciplinary action is suspension or expulsion,
in which case records are maintained
indefinitely.

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

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
4/22/2019 1:00pm	BGS 132	Farida Gabdrakhmanova	Interior Design	Joni Owen	The National Kitchen and Bath Association and the Interior Design Industry
4/23/2019 10:00am – 11:15am	St. Kilian Catholic Church	Victor Ettinger	GERO 120X Abnormal & Metabolic Aging	Ell Zimmerman	Fall Prevention
4/23/2019 4:00pm	SM 313	Phi Theta Kappa	Phi Theta Kappa Honors Students	Michael Rosenkrantz, Grant Swonk, Brice Bartlette, Olivia Benise & Landon Wexler	Tips for College Students
4/29/2019 5:30pm	BGS 144	Morgan Barrows	Environmental Awareness Club	Sara Spinuzzi	Plastic Pollution
4/30/2019 3:15pm – 4:50pm	Capo Valley High School	Brent Pillsbury	BUS 1 / Intro to Business	Cole Hatter	Entrepreneurship
4/30/2019 10:00am – 11:15am	St. Kilian Catholic Church	Victor Ettinger	GERO 120X Abnormal & Metabolic Aging	Adam Teller	Organ Transplantation
5/3/2019 5:00 PM – 8:00 PM		Jane Medling	Accounting Society	David Lo Jose Campos Angela Diaz Adrian Licrente Garrett Mentz Chris Pinkstaff Spencer Zone John Eichelberger Phil Hirsch Sara Khatib Cecily Livingston	From Community College to CPA Event & Panel
5/6/2019 1:00pm	BGS 132	Farida Gabdrakhmanova	Interior Design Club	Nancy Giangeruso	The Business Side of the Interior Design Industry

5/6/2019 6:00pm – 6:30pm	BGS 146	Lori Hoolihan	Fundamentals of Nutrition FN 50	Sabrina Hinkle	Ketogenic Diets in Treatment of Disease
5/9/2019 3:00pm	BGS 135	Poly Zweigle	CDE 111	Cynthia Rodriguez	Community Support in Child Development

IRVINE VALLEY COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
4/12/19 2:30pm	ATEP/IDEA	Zahra Noroozi	Applied Science and Engineering Club	Dave Berger	NASA Projects and Internship Opportunities for Students
4/25/19 7:00pm	LSB 110	Sue Lee	BIO 82 Lab Genetics	Christopher Yu	Bioinformatics in Genetics
5/1/19 7:00pm	BSTIC 104	John Russo	IDEA Pitch Competition	Adel Aali	Venture Capital Tech Coast Angel
5/1/19 7:00pm	BSTIC 104	John Russo	IDEA Pitch Competition	Peter DeAngelis	Venture Capital Tech Coast Angel
5/1/19 7:00pm	BSTIC 104	John Russo	IDEA Pitch Competition	Jeff Bautista	Echo Millennial
5/1/19 7:00pm	BSTIC 104	John Russo	IDEA Pitch Competition	Joe Estes	University of Redlands
5/2/19 1:00pm	LA 203	Elizabeth Burkhalter	Sociology Club	Roberta Wall	Asylum Seeker from Haitian Bridge
5/13/19 12:30pm	Tustin Area Senior Center	Louise Jacobs	For the Love of Music	Dr. Alfredo Rolando Ortiz	History of Instrument and Performance

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Staff May Respond to Public Comments from the Previous Board Meeting

ACTION: None

BACKGROUND

Members of the public may address the Board on any item on the closed or open session agenda following "Procedural Matters" or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at that time.

At the Board of Trustees organizational meeting on December 12, 2016, the Board requested that a standing monthly item be included on the agenda to allow for staff to respond to public comments from the previous board meeting.

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 May 20, 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. 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	May 2020*
Complete Working Drawings	Nov 2017	Advertise for FF&E	Pending
DSA Final Approval	Nov 2018	DSA Close Out	Pending



*Contractor has not provided a compliant schedule. This date remains in question.

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: *Project 31% complete.* Revised substantial completion date set for the end of May 2020.

In Progress: Site utilities installation and building footings excavation continues, *DSA is reviewing* re-work at base of retaining wall due to rain damage, *installing* visitor-side concrete masonry units (cmu), *performing* off-site elevator *fabrication* and stadium bleachers fabrication.

Recently Completed: *Installed perimeter fencing at practice fields and netting support poles.*

Focus: Resolve steel tariffs impact. Present storm-drain outfall design to County of Orange. *Meet with PCL executive team to arrive at contract compliant 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. A partial loop road and installation of additional parking stalls between the baseball field and the new tennis courts *is included*.

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: *Construction Documents (CD) Phase: 50% for the ATAS Building project & 100% for the new Tennis Courts Center.*

In Progress: ATAS Building & Tennis Courts Center one-on-one user group meetings with Saddleback College Facilities Maintenance & Operations department (FMO), Information Technology (IT) and Campus Police, and weekly design coordination meetings with Design-build Entity.

Recently Completed: Saddleback College FMO, College IT, and Campus Police signed off the *Tennis Courts Center 50% CDs*.

Focus Issue: Continue design for the new Tennis Courts Center and the new ATAS Building. Review *ATAS Building 50% CDs* with Saddleback College FMO, IT and Campus Police. Review *Tennis Courts Center 100% CDs* to obtain final design 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 and 4/22/2019. 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. On April 22, 2019, the Board approved the funding allocation of \$6,599,180.

	<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	\$24,712,885	\$26,258,000

Status: Pursuing state funding match. The Saddleback College Gateway project is included in the Governor's January 10, 2019 budget. On April 23, 2019, the Assembly Budget Subcommittee No. 2 on Education Finance voted to approve all the projects in the Governor's Budget; this includes the Gateway Project.

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 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 *Campus* Police.

Criteria Development	Apr 2018	Award D/B Contract	May 2018
Start Working Drawings	Jun 2018	Complete Construction	Jan 2020
Complete Working Drawings	June 2019	FF&E	N/A
DSA Final Approval	June 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: *Phase Project: Increment 1 construction is approximately 33% complete. Increment 2-6 are in the design phase.*

In Progress: *Increment 1 construction is underway. Increment 2 is DSA approved. Increment 3 was reviewed by DSA with back check comments. Increment 4 was submitted to DSA. Increment 5 and 6 are in design.*

Recently Completed: *Assembly line set-up to prepare and test doors and access control before installation is established. Campus Police approved Increment 6 camera locations.*

Focus: *Complete Increment 5 and 6 construction documents. Prepare to kick off Increment 2 construction upon Increment 1 completion.*

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, 6/26/2017, and 4/22/2019. 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. *On April 22, 2019, the Board approved the funding allocation of \$7,172,680.*

	Original	Revision	Total
Project Budget:	\$35,764,278	\$10,059,000	\$45,823,278
District Funding Commitment:	\$10,623,278	\$11,998,000	\$22,621,278
<i>Projected</i> State Match:	\$25,141,000	\$(1,939,000)	\$23,202,000
Basic Aid Allocation:	\$ 61,278	\$22,560,000	\$22,621,278

Status: Pursuing state funding match. The Irvine Valley Fine Arts project was not included in the Governor's January 10, 2019 budget. *On April 23, 2019, the Assembly Budget Subcommittee No. 2 on Education Finance voted to approve all the projects in the Governor's Budget and the preliminary plans and working drawings phases of the other projects approved by the Board of Governors; this includes the Fine Arts Project.* 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 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 *has submitted* 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	Apr 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: *Close Out 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.

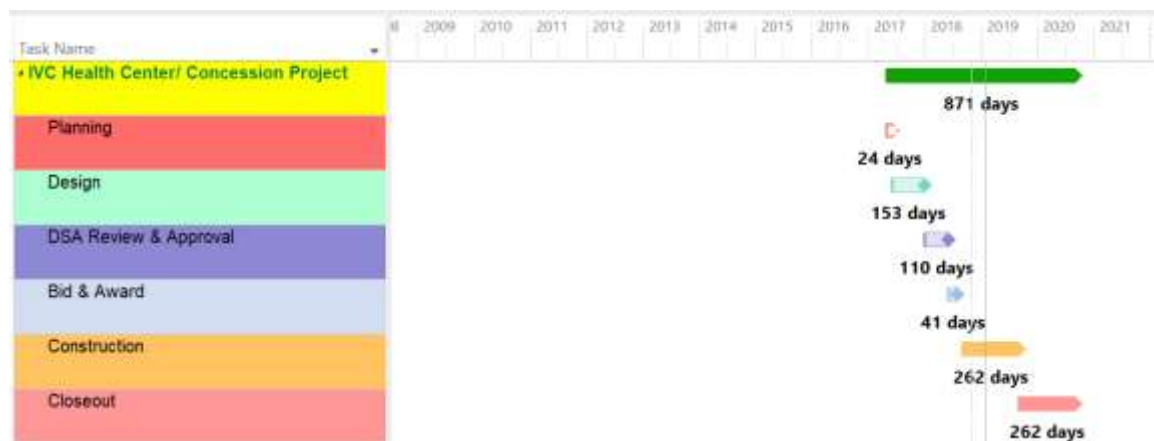
Recently Completed: Asphalt pavement, sidewalks and site lighting are complete.

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 *Shade project in July*.

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	Oct 2019
Complete Working Drawings	Jan 2018	Advertise for Equipment	May 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: *Project is approximately 42% complete.*

In Progress: *Insulation, exterior waterproofing and ceiling interior drywall installations are underway.*

Recently Completed: *Framing for HVAC units, roofing and moisture resistant exterior sheathing is complete.*

Focus: *Insulation, exterior finishes, HVAC ductwork and electrical and communication cabling. Complete mock-up and associated water testing.*

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 Close out.

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. *Continue discussions* with contractor to address end users’ first year discovery *warranty* 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.

	Original	Revision	Total
Project Budget:	\$7,000,000	\$2,475,000	\$9,475,000
District Funding Commitment:	\$7,000,000	\$2,475,000	\$9,475,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$7,000,000	\$2,475,000	\$9,475,000

Status: Construction Phase. *Project is 78% complete.*

In Progress: Install sliding gate south of Hope Drive. *Create punch list for contractor.*

Recently Completed: *All chain link fence installed with the exception of paseo walk and southwest of IDEA building. Completed contractor warranty walk for parking lot and bio-swale.*

Focus: *Complete fence, sliding gate and handrail installation. Address bio-swale warranty items.*

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	Mar 2017	Award Construction Contract	Aug 2019
Start Working Drawings	Aug 2018	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 and 4/22/2019. On May 21, 2018, the Board approved \$500,000. On April 22, 2019, the Board approved the funding allocation of \$4,431,121.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$3,000,000	\$1,931,121	\$4,931,121
District Funding Commitment:	\$ 500,000	\$4,431,121	\$4,931,121
Anticipated State Match:	\$ 0	\$0	
Basic Aid Allocation:	\$ 500,000	\$4,431,121	\$4,931,121

Status: Design Phase.

In Progress: Awaiting DSA approval and concurrent City of Tustin approval.

Recently Completed: Submitted 100% Construction Documents to DSA. Also submitted set to the City of Tustin for courtesy review.

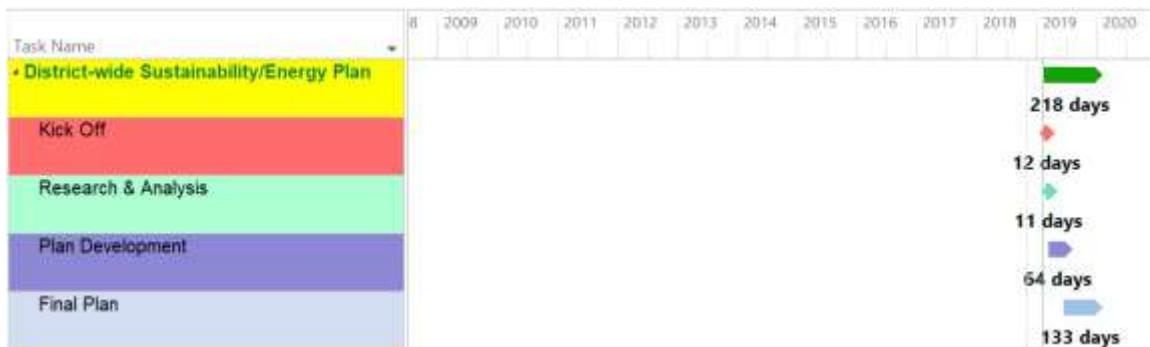
Focus: Develop bid documents.

DISTRICT WIDE

1. SUSTAINABILITY/ ENERGY PLAN

Project Description: The Sustainability/Energy Plan supports the colleges' plans for future sustainability/energy projects, provides best practices, aids 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 Phase: *10% complete.*

In Progress: Initial utility data *is under review. Building modeling underway using utility data and State Chancellor's Office database.*

Recently Completed: Utility usage data authorization and Prop 39 reports *obtained. District and college facilities departments met to discuss building operation data, schedule and occupant density. Obtained SCE and SDG&E electrical usage data.*

Focus: Data collection and analysis of interval utility usage by consultant. *Develop energy model.*

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	Draft Plan	May 2019
Complete Research/Analysis	Jan 2019	Final Plan	June 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.

	Original	Revision	Total
Project Budget:	\$400,000	\$840,000	\$1,240,000
District Funding Commitment:	\$400,000	\$840,000	\$1,240,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$840,000	\$1,240,000

Status: Phase III Plan Development underway.

In Progress: Draft report and recommendations *are under review*.

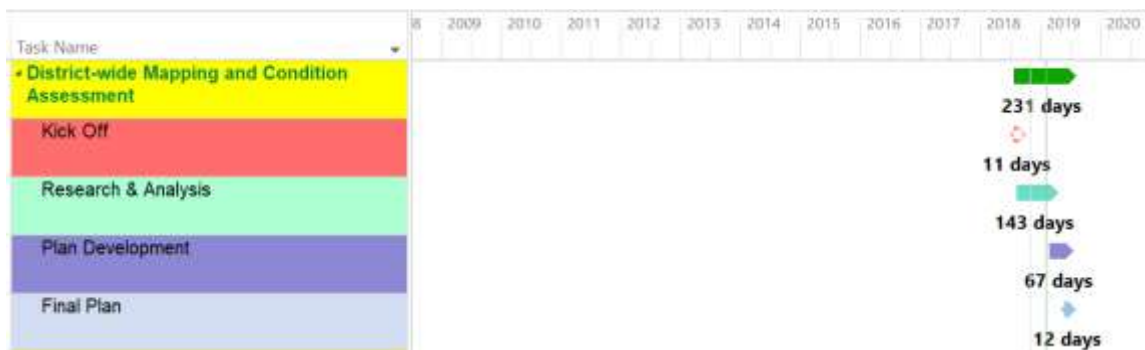
Recently Completed: *Draft plan has been prepared.*

Focus: *Complete final plan* 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 *Three* (Underground *Utility Condition Assessment*) at Irvine Valley College. Phase Four (Draft Deliverables Review) at Saddleback College.

In Progress: *Verify* underground utilities *locations* and data collection throughout IVC. Hold weekly coordination meetings with IVC's Facilities Maintenance & Operations (FMO), Information Technology (IT) and Campus Police. *Pressure washing all utility markings at Saddleback College. Assembling final IVC deliverable package.*

Recently Completed: Saddleback College stakeholders' *report reviewed.*

Focus: *Review draft deliverables with IVC's FMO, IT and Campus Police. Present final project deliverables to Saddleback College Executive Cabinet.*

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 calculates the feasibility of resolving issues to meet current code requirements and create like-new conditions. The IVC Structural Analysis project assesses foundations and performs 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. *The final report recommends corrections and estimates 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: Close out phase.

In Progress: Stakeholders' review process is underway at IVC.

Recently Completed: Staff provided the *draft reports* to IVC stakeholders.

Focus: Staff facilitated IVC report review process with stakeholders.

GENERAL NOTES

- Project updates for active projects may be viewed at:
<http://www.socccd.edu/businessservices/ProjectUpdates.html>
- Schedule Table: Bold dates in the schedule table indicate actuals. Items that are not bold indicate anticipated dates.
- Budget Table:
 - When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year. (FUSION is the State Chancellor's Office database for Capital Outlay.)

- The “Revisions” column for the State Match category includes changes due to escalation and changes that may have occurred to the state’s percentage (i.e. going from an 80% match down to a 50% match) as the economy has changed from the original project approvals to current date. The “Revisions” column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.
 - The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: |SOCCCD: Monthly Financial Status Report |
ACTION: Information

BACKGROUND

Monthly General Fund financial reports (EXHIBIT A) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

STATUS

The reports display the adopted budget, revised budget and transactions through April 30, 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 April 30, 2019

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
BEGINNING FUND BALANCE:		\$ 70,700,080	70,700,080	70,700,080	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 2,632,479	6,460,857	1,530,285	23.69%
State Sources	8600-8699	70,069,588	71,224,891	50,812,409	71.34%
Local Sources	8800-8899	255,319,299	256,896,305	255,964,007	99.64%
Other Financing Sources	8900-8912	-	-	-	
Total Revenue		328,021,366	334,582,053	308,306,701	92.15%
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	4,830,623	74.02%
TOTAL SOURCES OF FUNDS		\$ 409,696,057	416,336,744	387,286,138	93.02%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 95,430,837	96,963,672	74,775,243	77.12%
Classified Salaries	2000-2999	59,257,036	60,384,445	40,075,869	66.37%
Employee Benefits	3000-3999	61,420,772	62,790,343	45,550,834	72.54%
Supplies & Materials	4000-4999	9,360,109	9,898,998	2,547,510	25.74%
Services & Other Operating	5000-5999	43,630,360	41,728,600	16,991,509	40.72%
Capital Outlay	6000-6999	15,603,835	17,404,626	4,707,220	27.05%
Payments to Students	7500-7699	3,467,749	5,581,784	3,497,266	62.65%
Total Expenditures		\$ 288,170,698	294,752,468	188,145,451	63.83%
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	74,755,841	100.00%
Intra Fund Transfers Out	7400-7499	4,528,571	4,528,571	3,181,277	70.25%
Total Other Uses		80,519,412	80,578,329	79,227,604	98.32%
TOTAL USES OF FUNDS		368,690,110	375,330,797	267,373,055	71.24%
ENDING FUND BALANCE		\$ 41,005,947	41,005,947	119,913,083	
RESERVES					
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		
TOTAL RESERVES		\$ 41,005,947	41,005,947		

NOTE: As of April 30, 2018 actual revenues to date were **95.14%** and actual expenditures to date were **71.04%** of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary
As of April 30, 2019

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		\$ 16,885,602	16,885,602	16,885,602	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 101,307,382	101,307,382	99,234,500	97.95%
Restricted Budget Allocation		45,338,840	48,272,599	34,930,807	72.36%
Total Revenue		146,646,222	149,579,981	134,165,307	89.69%
INCOMING TRANSFERS	8980-8989	3,796,040	3,796,040	2,758,274	72.66%
TOTAL SOURCES OF FUNDS		<u>\$ 167,327,864</u>	<u>170,261,623</u>	<u>153,809,183</u>	90.34%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 58,033,926	58,225,367	44,835,255	77.00%
Classified Salaries	2000-2999	30,774,599	31,546,568	19,903,953	63.09%
Employee Benefits	3000-3999	33,816,018	34,563,719	24,903,491	72.05%
Supplies & Materials	4000-4999	7,377,701	7,731,626	1,569,618	20.30%
Services & Other Operating	5000-5999	21,729,991	21,220,667	7,703,667	36.30%
Capital Outlay	6000-6999	9,822,234	11,244,576	3,348,637	29.78%
Payments to Students	7500-7699	2,588,395	2,485,183	1,588,214	63.91%
Total Expenditures		\$ 164,142,864	167,017,706	103,852,835	62.18%
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%
TOTAL USES OF FUNDS		<u>165,027,864</u>	<u>167,961,623</u>	<u>104,793,321</u>	62.39%
LOCATION OPERATING BALANCE		<u>\$ 2,300,000</u>	<u>2,300,000</u>	<u>49,015,862</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 2,300,000</u>	<u>2,300,000</u>		

NOTE: As of April 30, 2018 actual revenues to date were **91.59%** and actual expenditures to date were **63.45%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary
As of April 30, 2019

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		\$ 5,257,350	5,257,350	5,257,350	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 65,828,516	65,828,516	65,059,621	98.83%
Restricted Budget Allocation		21,595,323	25,109,395	14,036,279	55.90%
Total Revenue		87,423,839	90,937,911	79,095,900	86.98%
INCOMING TRANSFERS	8980-8989	2,100,000	2,100,000	1,588,879	75.66%
TOTAL SOURCES OF FUNDS		<u>\$ 94,781,189</u>	<u>98,295,261</u>	<u>85,942,129</u>	87.43%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 33,258,855	34,585,789	27,967,034	80.86%
Classified Salaries	2000-2999	18,807,573	19,039,207	13,018,277	68.38%
Employee Benefits	3000-3999	21,234,208	21,798,098	15,900,477	72.94%
Supplies & Materials	4000-4999	1,875,908	2,052,772	926,647	45.14%
Services & Other Operating	5000-5999	12,055,190	10,683,544	4,026,400	37.69%
Capital Outlay	6000-6999	5,670,101	6,039,250	1,286,960	21.31%
Payments to Students	7500-7699	879,354	3,096,601	1,909,052	61.65%
Total Expenditures		\$ 93,781,189	97,295,261	65,034,847	66.84%
OTHER FINANCING SOURCES/(USES):					
Transfers Out	7300-7399	\$ -	-	-	
Other Transfers	7400-7499	-	-	-	
Total Other Uses		-	-	-	
TOTAL USES OF FUNDS		<u>93,781,189</u>	<u>97,295,261</u>	<u>65,034,847</u>	66.84%
LOCATION OPERATING BALANCE		<u>\$ 1,000,000</u>	<u>1,000,000</u>	<u>20,907,282</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 1,000,000</u>	<u>1,000,000</u>		

NOTE: As of April 30, 2018 actual revenues to date were **92.24%** and actual expenditures to date were **71.64%** of the revised budget to date.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: |SOCCCD: Quarterly Investment Report |

ACTION: Information

BACKGROUND

Government Code Section 53646 states that local agencies in California, including educational institutions, may render an annual statement of investment policy and a quarterly investment report to their local governing board. In addition, BP 3102 requires a quarterly report on the district's investments.

STATUS

As of the quarter ending on March 31, 2019, our cash balances were \$340,187,662.30 in the Orange County Investment Pool (OCIP), and the OCIP investment pool is yielding an average of 2.23% compared to prior quarter of 1.96%.

The cash balances for the Local Agency Investment Fund (LAIF) Pooled Investment were \$27,078,607.93, and the LAIF investment pool is yielding an average of 2.55% compared to prior quarter of 2.40%.

Both pools are highly liquid, with overnight wire transfers available upon request.

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Pension Stabilization Trust Fund
ACTION: Information

BACKGROUND

In March 2016, the Board of Trustees authorized the District to join the California Public Entity Pension Stabilization Trust to set aside funds to offset the cost increases related to the STRS and PERS retirement systems pension liabilities. The trust was established with the Benefit Trust Company and Morgan Stanley as the registered investment advisor.

STATUS

This report is for the period ending March 31, 2019 (EXHIBIT A). The portfolio is composed of 14.1% equity funds and 85.9% fixed income mutual funds. The portfolio's performance for the quarter increased 3.79%, ending with a fair market value of \$32,819,620. The annualized return since inception is 2.42%. In this quarter, \$1,657,268 was withdrawn and transferred to the colleges and district services to offset increased pension costs.

April 11, 2019

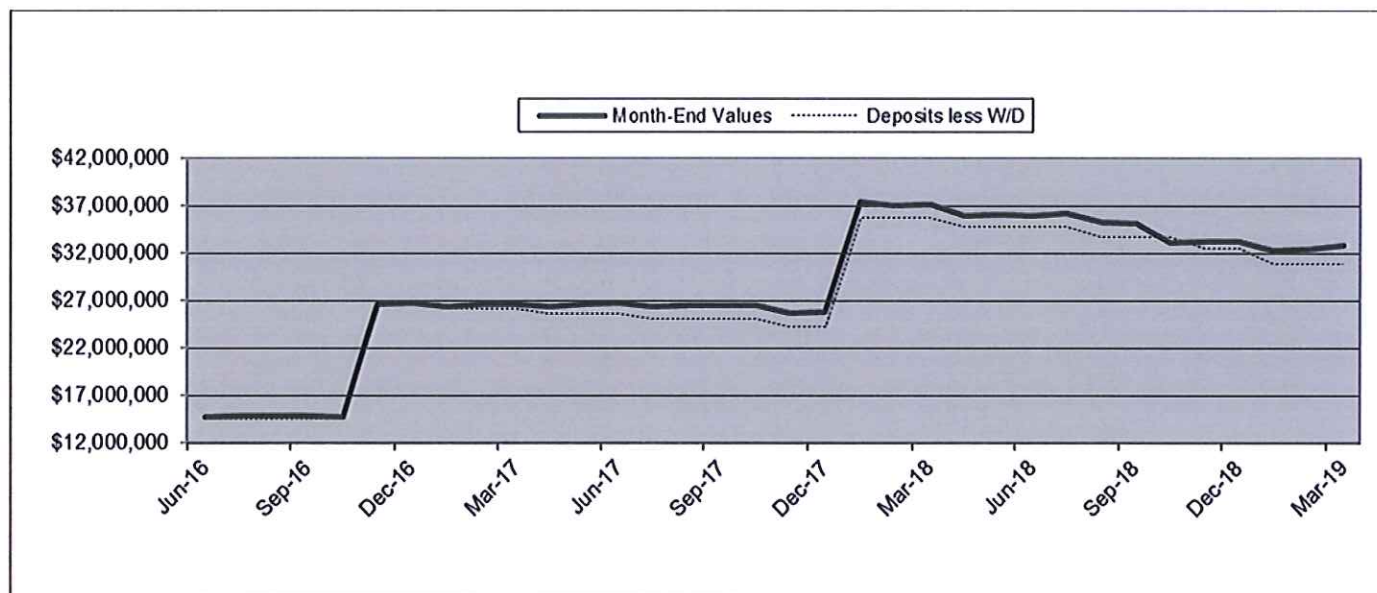
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Pension Stabilization Irrevocable Trust

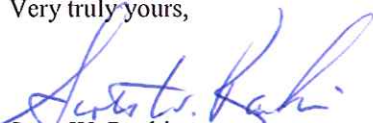
With a fair market value on March 31st of \$32,819,619.98 your portfolio's performance was up 3.79% for the quarter and up 2.42% on an annualized basis since the June 16, 2016 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (14.1%) and fixed income funds (85.9%). It was designed to be invested over an intermediate time frame. A total of \$39,700,000 has been deposited in various installments since the June 16, 2016 inception date, while \$8,899,111 has been withdrawn over time to fund pension contributions. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>1st Quarter 2019</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD PST	3.79%	3.79%	2.42% annualized return
S&P 500	13.64%	13.64%	13.82% (Domestic Stocks)
MSCI EAFE	9.98%	9.98%	8.54% (International stocks)
Barclays Aggregate	2.94%	2.94%	1.40% (Domestic Bonds)
Barclays Global	2.19%	2.19%	0.57% (Global Bonds)



Very truly yours,



Scott W. Rankin
Senior Vice President

Pension Stabilization Trust

EXHIBIT A
Page 2 of 2

Month - Year	Contributions	Contribution Total	Withdrawals	Ending Value
June-2016	14,500,000	14,500,000	-	14,633,971
September-2016	-	14,500,000	-	14,817,905
December-2016	12,600,000	27,100,000	407,038	26,758,346
March-2017	-	27,100,000	623,771	26,627,198
June-2017	-	27,100,000	476,582	26,672,038
September-2017	-	27,100,000	576,098	26,439,611
December-2017	-	27,100,000	788,093	25,829,514
March-2018	12,600,000	39,700,000	1,076,350	37,122,840
June-2018	-	39,700,000	1,025,678	35,977,782
September-2018	-	39,700,000	1,063,186	35,113,127
December-2018	-	39,700,000	1,205,047	33,205,615
March-2019	-	39,700,000	1,657,268	32,819,620

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Retiree (OPEB) Trust Fund
ACTION: Information

BACKGROUND

In April 2008, the 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 March 31, 2019 (EXHIBIT A).

For March, the portfolio was composed of 44.8% common stocks (domestic and international) and 55.2% fixed funds (bonds). The portfolio's performance increased 1.01%, ending with a fair market value of \$119,209,320 and an annualized return of 5.46% since inception.

April 11, 2019

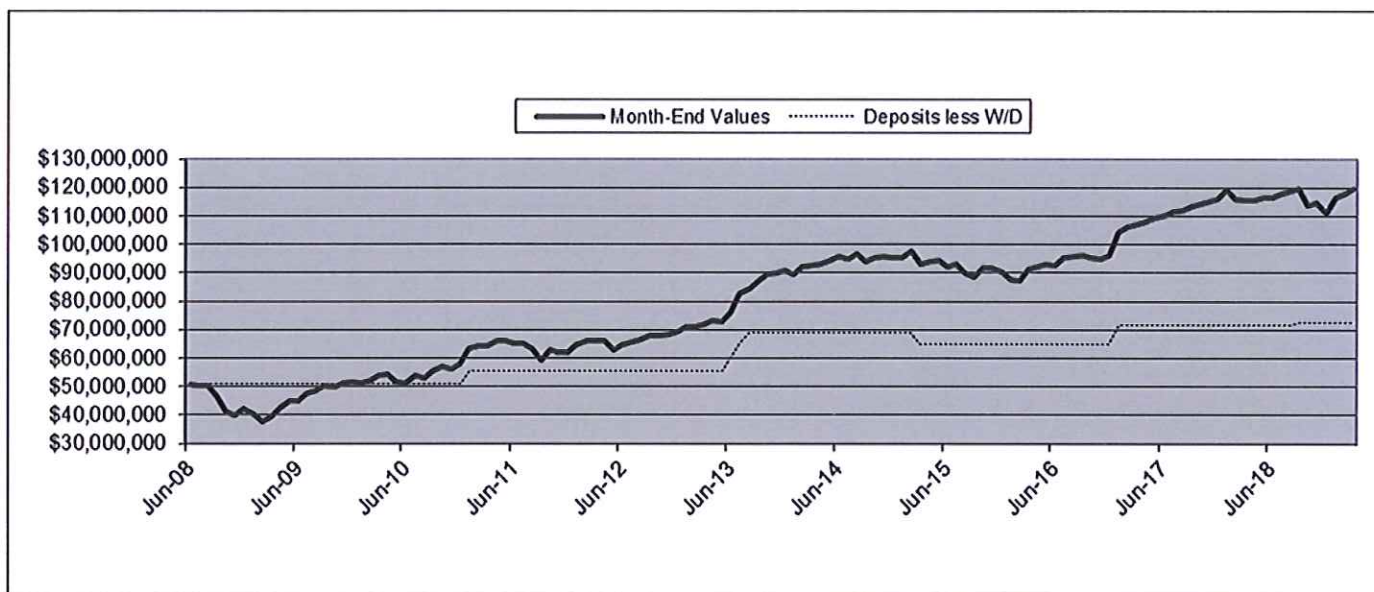
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

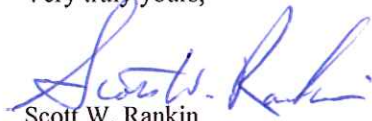
With a fair market value on March 31st of \$119,209,319.55 your portfolio's performance was up 1.01% for the month and up 5.46% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (44.8%) and fixed income funds (55.2%). 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>March 2019</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	1.01%	7.35%	5.46% annualized return
S&P 500	1.94%	13.64%	10.01% (Domestic Stocks)
MSCI EAFE	0.63%	9.98%	2.40% (International stocks)
Barclays Aggregate	1.92%	2.94%	3.90% (Domestic Bonds)
Barclays Global	1.25%	2.19%	2.62% (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
March-19	\$ -	\$ 72,729,695	\$ 119,209,320
	\$ 72,729,695		

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: May 20, 2019
TO: Members of the Board of Trustees
FROM: Chancellor Kathleen F. Burke, Ed.D.
SUBJECT: District Services Report for May 20 Board of Trustees Meeting



Go Angels! Go Gauchos!

I was proud to join Saddleback college students, staff, faculty, and community supporters during Saddleback College Night at Angel Stadium on April 19. The Angels squared off against the Seattle Mariners and although the night didn't end in a win for the home team, we had a great time socializing and coming together that evening on behalf of the Gauchos. I hope that the night resulted in funds raised for the foundation and I look forward to participating again. Pictured here are my son and I at the game.



Mission Viejo City Council Recognition

On April 23, I attended the Mission Viejo City Council meeting with Trustee Tim Jemal and Dr. Elliot Stern to accept a proclamation in recognition of Community College Awareness Month. We were greeted warmly by the mayor and city council and reminded of our impact in the Mission Viejo community.

2020 Census

The decennial census is quickly approaching and the Census Bureau is conducting massive outreach to ensure that every member in our community is counted. As you know, hundreds of billions of dollars in federal funding are directly connected to census counts. This year, the Bureau plans to hire 350,000 to 375,000 enumerators nationwide. These jobs could be great opportunities for our students and we are encouraging them to apply. Anyone can visit 2020census.gov to learn more.



Denim Day

In addition to the resolution passed by the Board of Trustees on April 22 to recognize the 20th Anniversary of Denim Day, I am thankful to Irvine Valley College (IVC) for their awareness activities on Denim Day. On April 24, I joined IVC students, staff, and faculty in denim to bring awareness to college campuses about sexual assault, violence, and rape. The quad area was full of activity, with photo opportunities, prize giveaways, food and much more.



Kimono Tea Ceremony



On April 29, I was pleased to join Irvine Valley College for a special Kimono Dedication and traditional Japanese Tea Ceremony. These events were made possible through the vital partnership of the Irvine Rotary. In 2011, Irvine Valley College partnered with the City of Irvine, the Greater Irvine Chamber of Commerce, and the Irvine Rotary to put on a Kimono Festival and Showcase, in an effort to raise funds for the victims of the Japanese earthquake. Eight years later, a wedding kimono that was purchased during the showcase, is now housed for all to observe and treasure within the IVC Library. Honoring cultural traditions is important to the IVC community. Each opportunity we have to celebrate our differences, allows us to work closer together.



Student Advocacy Day

Engaged students from the Saddleback College Associated Student Government participated in an advocacy trip to Sacramento on May 1 to advocate for college affordability, specifically for AB 2, AB 1314, and SB 291. They met with Assembly Members Cottie Petrie-Norris, Jose Medina, Steven Choi, and Senators Pat Bates and Connie Leyva. They also had opportunities to testify during the Assembly Budget Subcommittee hearing. During the hearing, our students spoke about non-academic barriers and student Mahmoud El Farra, touched on the impacts of mental health needs. Mahmoud's testimony can be heard by visiting the [link](#) at the one hour and 33 minute mark. The students were accompanied on the trip by Gov. Relations Director, Letitia Clark; Student Advisor, Chris Hargraves; and David Neben from Strategic Education Services. The students learned a lot about the legislative process and the value of their voices. They plan to make an annual trip to Sacramento for advocacy work.

ACCJC and CCLC Conference

During the last week in April and first week in May, I had the opportunity to present with my colleague, Erika Endrijonas, on accreditation visits at the ACCJC Conference in San Francisco. Additionally, I attended the CCLC Annual Trustees Conference in Lake Tahoe with colleagues across the state.



Meeting with Congressman Levin

On May 6, I joined a meeting with Representative Levin to discuss the many great programs we have to offer particularly in our Veterans programs and services. In addition, there was some discussion about the nascent alternative fuels program in Automotive Technology. We learned that Saddleback College is at the northern border of the Congressman's district, which encompasses northern San Diego County as well. Representative Levin asked us about the number of DACA students served at Saddleback College, and according to our last state apportionment report for the current fiscal year, Saddleback College served 763 DACA students and Irvine

Valley College served 430, for a districtwide total of 1193.



Follow, Tweet @SoChance_

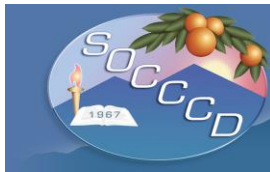
This month I started a twitter page to share information about our students, faculty, staff, and programs. I also plan to share information from higher education influencers and thought leaders who can help inspire the work we do to promote student success. If you are on twitter, let's connect in the twitterverse. Follow [@SoChance](#) and I'll follow you back. Thanks SO much!

Governor's May Revision to the 2019-2020 Budget

On Thursday, May 9, Governor Newsom presented his May Revision budget proposal for the 2019-20 fiscal year. He has focused the budget on building reserves, reducing liabilities, and funding initiatives to help California families. During his news conference, he indicated, "the California Dream must be built on a strong fiscal foundation". He went on to say, "this budget fortifies California's fiscal position while making long-sighted investments to increase affordability for California families. The affordability crisis families face in this state is very real, and that's why this budget tackles those challenges head-on by focusing on housing, health care, early childhood and higher education." Overall, the May Revision provides an additional \$3.2 billion in short-term revenues; however, the long-term forecast declines by \$1.6 billion into 2022-23.

For the most part, the budget remained status quo for community colleges. The significant changes affecting our District is a decrease in cost of living adjustment, an increase to the California Promise Program, and a one-time allocation for deferred maintenance and instructional equipment. The major components of the budget include:

- \$230 million (3.26%) for cost of living adjustment (COLA). This is an \$18.3 million (0.2%) decrease from the January proposal. Our District Resources Allocation Committee (DRAC) allocation for the operating budgets will be decreased by \$314 thousand as a result.



Continued: Governor's May Revision to the 2019-2020 Budget

- \$26 million (0.55%) for growth. These funds have been identified as one-time, which is a shift from what is normally expected. Since we are not projecting any growth revenue, this change will not affect us.
- \$3.15 billion investment in the unfunded STRS liability. This is a \$150 million increase from the January proposal and will reduce the STRS employer contribution from 17.10% to 16.7%, an approximate \$291 thousand additional savings for SOCCCD for FY 2019-20.
- \$45.2 million to provide a second year of free tuition under the California Promise Program (AB 19). This is a \$5.2 million increase from the January proposal. We estimate that this could provide SOCCCD with \$200 thousand in additional funding.
- \$361.3 million for 15 new and 15 continuing capital outlay projects. The Gateway Building at Saddleback College is one of the 15 new projects proposed for funding.
 - The overall State contribution to this project will be just over \$26 million once fully funded over the next two years. The proposed State funding for FY 2019-20 is \$1.7 million, with a District match of \$1.8 million and will cover preliminary plans and working drawings only. The remaining funds for construction and equipment will come in the FY 2020-21 budget.

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. \(No change since 4/3/19\)](#)

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. [In committee: Set, first hearing. Referred to Appropriations.](#)

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. From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 0.) (April 23). Re-referred to Com. on Appropriations.
SB 291 (Leyva) – SUPPORT
<i>California Community College Student financial Aid Program</i>
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. Placed on Appropriations suspense file.
SB 575 (Bradford) – SUPPORT
<i>Second Chance Cal Grants</i>
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. Heard on April 29 and places on Appropriations suspense file.
SB 700 (Roth) – SUPPORT
<i>Consortium model for nursing students: clinical placements</i>
Language not yet available. Referred to committee on Rules or RLS.



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | www.ivc.edu

TO: Kathleen F. Burke, Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President 

DATE: May 9, 2019

SUBJECT: President's Report for the May 20, 2019 Board of Trustees Meeting

IVC HOSTS UCI-IVC ENGINEERING ACADEMY INFORMATION OPEN HOUSE

On Wednesday, April 24, Irvine Valley College (IVC) hosted the UCI-IVC Engineering Academy Informational Open House at the Integrated Design, Engineering and Automation (IDEA) building at the Advanced Technology and Education Park (ATEP). More than 200 high school seniors and their parents from around Orange County attended to learn more about the partnership between IVC and the University of California, Irvine (UCI). Students learned that by enrolling in the program, they can take their core education requirements at IVC and receive guaranteed admission into a UCI engineering major program. Current UCI-IVC Academy engineering student Lynnsey Davison shared her experience being in the program, along with IVC alum and Engineering Ambassador for UCI's Henry Samueli School of Engineering Fernando Kawall. IVC and UCI faculty and staff were also on hand to answer questions for parents and students.



IVC HOSTS SEXUAL ASSAULT AWARENESS WEEK ACTIVITIES

IVC hosted Sexual Assault Awareness Week from April 22-26, offering education and training for students, faculty, and staff about sexual assault prevention and intervention. IVC tagged on to the national Sexual Assault Awareness Month campaign, "I Ask," which champions the message that asking for consent is a necessary part of everyday interactions. The week of events kicked off with a mental health resource fair that included massage therapy and poetry reading. Presentations given during the week featured Michelle Heater, the program director of Waymakers OC; Kris Valentine, an Irvine Police Department school resource officer; and former IVC student Taylor Dang. On Wednesday, April 24, IVC joined the South Orange County Community College

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

District (SOCCCD) in recognizing Denim Day, in which students, faculty and staff were asked to wear jeans to raise awareness around sexual violence issues and to support survivors of rape and sexual assault.



IVC'S FIRST PROMISE COHORT EXCELS IN FIRST YEAR

IVC welcomed its inaugural Irvine Valley Promise cohort of 117 students in Fall 2018. The group represents nine IVC service area feeder high schools, with 81% (95 of the 117) from the Irvine Unified School District. IVC is proud to report on the successes of this first cohort of Promise students.

When the IVC Promise cohort was compared academically to a group of first-time freshmen at IVC, the Promise students excelled. They had both a higher GPA and higher number of units enrolled in and completed. The average number of units Promise students enrolled in was just under 15 units for the fall semester and approximately 14 for spring, which exceeds the comparison group. IVC's Promise cohort persistence rate (Fall 2018 to Spring 2019) is over 97%.

We attribute the academic success of our Promise cohort to the wrap-around support mechanisms embedded in the program, including designated Promise counselors, and our commitment to ensure students enter the path and complete their gatekeeper college-level English and math courses in their first year. Promise students met with a counselor four times per semester on average, which we know has positive correlations with retention and persistence rates.

Promise students represent a variety of academic schools; the most common stated majors for our Promise cohort include biological sciences, business administration, business economics, biology, nursing, and psychology.

Furthermore, beyond our cohort of 117 students, Irvine Valley Promise was able to serve 130 students from disproportionately impacted/equity groups in the fall and 288 in the spring by providing them with bookstore vouchers to support their college expenses.

IVC FACULTY RECOGNIZED AT EDUCATOR RECOGNITION AWARDS

Six IVC professors and three counselors were honored by UCI and SchoolsFirst Federal Credit Union on May 14 at their Educator Recognition Dinner and Award Ceremony. The award recipients are nominated by UCI's most academically successful transfer students, who identified a faculty member or counselor from their community college who played a critical role in their successful transfer to UCI. President Roquemore joined the group from IVC, which included Associate Professor Joon Kil (political science), Assistant Professor Benjamin Mis (psychology), Counselor Parisa Soltani, Assistant Professor Henry Carnie (history), Assistant Professor Emily Liu (English), Professor Lewis Long (English), Counselor Robert Melendez, Counselor Tuan Nguyen, and Instructor John Terranova (humanities).

IVC STUDENT EARNS TOP AWARD IN OUTDOOR COLLEGIATE ARCHERY CHAMPIONSHIP

In April, IVC student Jacob Ferry won first place in the elimination round of the 2019 Fivics West Region Outdoor Collegiate Archery Championship. The competition was hosted by the University of California, San Diego (UCSD) and held at the Easton Archery Center of Excellence in Chula Vista. The highly competitive championship includes students from institutions such as UCSD, UCLA, Stanford, and more.

IVC MARKETING TEAM PICKS UP TWO GRAPHIC DESIGN AWARDS

IVC's Marketing and Creative Services team picked up two awards for graphic design at the Community College Public Relations Organization (CCPRO) annual conference in April. Graphic Designer/Production Technician Lindsey Sweeney earned first place for her design of the Performing Arts Center (PAC) logo. Graphic Designer Melinda Wilhelm earned second place for the 2017/18 Foundation Annual Report.



IVC SPEECH AND DEBATE TEAM TRAVELS TO BERLIN FOR TOURNAMENT

This spring, the IVC Speech and Debate Team competed abroad at the International Forensics Association (IFA) tournament in Berlin, Germany, for the first time. IVC placed third in team sweepstakes among community colleges, and seventh place overall. IVC student Sarah Wilson brought home a first-place trophy in Informative Speaking. This is the first time IVC has competed in the IFA tournament, which hosted 23 schools, including community colleges and universities from all over the US. All four IVC students on the trip—Sarah Wilson, Althea Gevero, Cody Herman, and John Cho—made it past the preliminaries and into the final round of competition in multiple events, an impressive feat

for the team. The International Forensics Association “promotes the diversity of speech & debate competition in countries around the world by hosting an annual tournament in alternating geographic locations.” In addition to providing cultural opportunities for students outside of the competition, many of its debate and speech topics are centered around current issues and trending topics in those countries.



ASIAN PACIFIC ISLANDER HERITAGE MONTH CELEBRATED

On Saturday, April 27, IVC celebrated Asian Pacific Islander Heritage Month with a community event. The event, which was titled Elevation: Raising our Voices, featured cultural showcases, food vendors, music, local artisans, and vendors. The half-day celebration was open to the public and encouraged family participation by offering educational and fun activities for children such as games and a bounce house. The event was organized by IVC's Equitable Learning Experience Valuing Achievement, Transfer and Empowering Asian Americans and Pacific Islanders (ELEVATE AAPI). This is the first year the group put on the event.

16TH ANNUAL JAZZ PICNIC

On Saturday, May 4, the IVC Music Department and Foundation celebrated jazz in the Live Oak Terraces with its lively annual Jazz Picnic. The afternoon featured music from special guest Teryn Re, the IVC Jazz Ensemble, and the El Toro High School Jazz Ensemble. Donations were accepted to benefit music scholarships.

IVC'S MODEL UNITED NATIONS WINS OUTSTANDING DELEGATION

The Irvine Valley College Model United Nations (MUN) won an Outstanding Delegation, six position paper, and two committee awards at the nationally competitive Model United Nations conference (NMUN) that was held in New York from April 14-18. Representing Sri Lanka, the team placed in the top five percent of teams participating in the conference, which had 130 colleges and over 3,000 students from across the globe in attendance.

Given the recent tragedy in Sri Lanka over Easter weekend, the win was particularly meaningful for students who extensively researched the country in order to represent it effectively in conference. According to team member Zoya Ansari, “I would not have known much about Sri Lanka had it not been for Model United Nations. Spending the last two semesters studying Sri Lanka has allowed me develop a greater understanding of

the richness of its people and to appreciate the great strides the small island has made to address climate resilience and post-conflict reconstruction. It also made the tragedy over Easter weekend more painful and the need for global action to address terrorism more pressing.”

While the recognition of excellence bestowed by the awards is a great honor, the real reward lies in the personal and academic growth opportunities that this unique conference provides. In New York, student delegates have the opportunity to engage in diplomacy at the United Nations headquarters, sitting where many world leaders have. Prior to attending the conference, IVC MUN students developed position papers on key issues such as affordable energy for all, combating human trafficking, education as a tool to prevent extremism, and the role of youth in addressing climate change, among others. At the conference, students simulated the workings of the actual U.N. by advocating and negotiating for the interests of their country in committee meetings. Additionally, by engaging with over 3,000 students from 30 different countries, IVC MUN student delegates work across cultural and linguistic differences, experiencing a multicultural learning opportunity like no other.

IVC FORENSICS CLOSES OUT THEIR COMPETITIVE SEASON ON A HIGH NOTE

On a national level, IVC Forensics was honored by the National Parliamentary Debate Association (NPDA) as the 2nd place community college in the country as per the 2018-2019 NPDA season sweepstakes award. The year-long national sweepstakes trophy is awarded to the community college that wins at the most debates at qualifying tournaments throughout the season. NPDA is the largest intercollegiate debate organization in the country with over 200 schools participating in the genre of debate throughout the academic season. NPDA debate requires students to debate extemporaneously as a team on a plethora of domestic and international topics. Notably, when combining both community colleges and 4-year universities, the organization also recognized IVC Forensics as 14th overall in the country, 4th place in junior varsity division, and 3rd place in novice competition.

On April 13, IVC Forensics was awarded the overall bronze medal at the Phi Rho Pi National Championship Tournament in the Hindman Division in Reno, Nevada. The Phi Rho Pi National Championship is the largest two-year collegiate forensics organization that hosts 56 community college teams nationwide and over 500 participants. Individually, Sana Khan received a silver medal in informative speaking for her speech on medical advancements in transforming blood types. Moreover, John Cho received a bronze medal in extemporaneous speaking, while Sarah Wilson took home the bronze in impromptu speaking.



SADDLEBACK COLLEGE

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TO: Members of the Board of Trustees
Chancellor Kathleen F. Burke, Ed.D.

FROM: Dr. Elliot Stern, President

SUBJECT: Report for May 20, 2019 Board of Trustees Meeting

Visit to Representative Mike Levin's Office Focuses on Veterans, Auto Tech

On Tuesday, May 6 college and district representatives met with Congressman Mike Levin in his Dana Point office. The very positive meeting focused on veteran programs and services, and emerging alternative fuel programs in the automotive technology department. The visiting team included Trustee Tim Jemal, Chancellor Kathleen Burke, President Stern, Letitia Clark, Terence Nelson, and Kristen Lennel of Capital Advocacy Partners.

City of Mission Viejo Recognizes Community College Month

President Stern joined Trustee Jemal and Chancellor Burke to accept a proclamation from the Mission Viejo City Council in honor of Community College Month. During the meeting, Mayor Greg Rath commented warmly about the college, noting that his children are currently students at Saddleback, and that he himself is an alum of the college.

Commencement 2019

The Class of 2019 will be recognized at Saddleback College's 50th Commencement Ceremony on Friday, May 24. This year, 5,333 degrees and certificates will be awarded, a seven percent increase over last year. A total of 792 graduates are graduating with honors. The youngest graduate is 16, and the oldest graduate is 68. The commencement speaker will be Dr. Victor Rios, associate dean of social science and a professor of sociology at the University of California, Santa Barbara, and the author of five books and creator of Project GRIT, a human development program that works with educators to refine leadership, civic engagement, and personal and academic empowerment in at-risk youth.

Saddleback College Granted Eligibility to Apply for Hispanic Serving Institution Grants

Saddleback College can now apply for Hispanic Serving Institution (HSI) or HSI-STEM funding, after being granted eligibility by the U.S. Department of Education. This means that if the college does acquire an HSI grant, we would be officially designated as a Hispanic Serving Institution.

Saddleback College has been certified as eligible to apply for funding under the Department of Education's Title III and Title V programs by meeting minority student enrollment requirements (over 25 percent of full-time undergraduate students are Hispanic) and by successfully seeking a waiver of the "needy student" requirement (the college demonstrated that while fewer than 50 percent of degree-seeking students receive certain types of financial assistance, Saddleback's students have financial need as a result of the high cost of living in the region).

South Orange County Annual Economic Report

President Stern and Dean Tony Teng presented the college's annual economic report to the South Orange County Economic Coalition on Tuesday, April 23 at the Laguna Hills Community Center. The report is the only data and market analysis that focuses exclusively on South Orange County. In addition to presenting the data in the report, President Stern and Dean Teng offered a vision of Saddleback as a leader and partner in shaping the economic future of our region.

Based on the sector strengths of the region and our desire to create new economic opportunities for students and community, President Stern is encouraging development of new programs and expansion of program development in the following five areas: cybersecurity, data analytics, mechatronics/advanced manufacturing, medical device manufacturing, and logistics/supply chain management.

Congratulations to our Emeritus Institute Professor of the Year!

Congratulations to Fleur Fong, who was recently named the Emeritus Institute Associate Faculty of the Year! A kinesiology instructor in the Emeritus Institute for 28 years, Fleur is commended by her students for her motivating presence and vast knowledge. Here are some of the comments from Fleur's students:

"Fleur Fong is an extraordinary and knowledgeable teacher. She takes time to interact with the students and always brings something new to the class."

"What an inspirational leader she is! She motivated students to achieve their goals and helped me get back to exercising with a smile and wanting more!"

Fleur has a Bachelor of Science degree in physical education from Baylor University, and a Master of Science degree in kinesiology from CSU Fullerton.

Fifty Nursing Graduates Recognized at Pinning Ceremony

The Saddleback College Nursing Program honored 50 graduating nursing students in a symbolic candle lighting and pinning ceremony on Tuesday, May 7 at 7:00 pm in the McKinney Theatre. Each graduate was given a time-honored pin, a symbol of a nurse's service to others and their induction into the nursing profession.

Dr. Barbara Huggins, Nursing Program Director, offered welcome remarks, and a "Remember When" speech was delivered by graduating students Omar Espinoza and Louise Hobbs. Professor Christina Bowles presented the spring 2019 graduating class.

Graduates received a symbolic pin from Professors Lindsay Kapp and Phillis Kucharski. Graduating student Diana Riggs presented the farewell address to her fellow classmates, and Elaria Wong read the class pledge. Graduate Lisa Kline read a message while Professors Patricia McGinley and Loretta Niccola took part in the lighting of the candles, symbolizing the "passing of the flame" from Florence Nightingale to each nurse. Dr. Diane Pestolesi presented acknowledgments and bid farewell to the class with graduate Jaime Green.

Child Development Center Awarded Funds to Increase Child Care Affordability

A new grant from the U.S. Department of Education will help make on-campus child care more affordable to low-income student-parents at Saddleback College. The Child Care Access Means Parents in School Program (CCAMPIS) award amounts to \$116,000 a year for four years, and will allow the Saddleback College Child Development Center (CDC) to increase the number of student-parents that can afford child care while pursuing their higher education goals.

Currently, student-parents who are enrolled at the college receive first priority in registration at the CDC, and those enrolled in six or more units per semester may qualify for a discount from the regular child care tuition rates. The CCAMPIS award will allow for an additional child care discount to qualifying student-parents, and expand the CDC's program offerings to more children, reducing the wait list for acceptance.

In 2016, California was second in the top ten least affordable states for center-based infant care, with center-based care taking up nearly 83% of the budget of a married family at the poverty line. When added to the high cost of living in Orange County, student-parents often cannot afford the child care needed in order to get the education necessary to earn higher wages. Saddleback College leadership understands the importance of removing barriers to education and prides itself in providing on-campus child care to its students.

Award funds will also be used to assist with filling the Children's Closet and Food Pantry service available to low-income students with children enrolled in the CDC and to assist the CDC to pursue accreditation through the National Association for the Education of Young Children (NAEYC). NAEYC accreditation will make Saddleback College veteran students that use the CDC eligible to receive separately available financial assistance from organizations such as ChildCare Aware of America.

Kudos to Project Director Jeanne Harris-Caldwell and the Grants Office team for their work in securing this award!

One Book, One College Culminates with Author Visit and Student Performances

David Sheff, author of the One Book, One College book selection, *Beautiful Boy: A Father's Journey Through His Son's Addiction*, was welcomed by a full house in McKinney Theatre on Wednesday, May 1. The conversation and Q&A was the finale of a semester full of stimulating lectures, panel discussions, film presentations, and art installations that were inspired by and focused on the topic of the text.

The Writing Awards from the One Book, One College Writing Collective were presented at the event. More than 35 entries were submitted for the inaugural collective, which invited students, faculty, and staff to provide written works related to drug and/or alcohol addiction. Three awards were given to the following students:

Hannah Stone, "Buzzards, Booze, and Buncombe County"
Milli Zurich, "Sing by the Light of the Sun"
Chira Watson, "A Mother's Love"

Student Savannah Ramirez choreographed and performed an untitled interpretive dance, and a Reader's Theatre performance was presented by Larry Radden and Jaegar Aaron Zenk.

Thank you to the One Book, One College Committee for their dedication to creating a community of readers and inspiring engaging dialogue campus-wide: Chrissy Bird, Kim Branch-Stewart, Claire Cesareo, Bruce Gilman, Catherine Hayter, Irene Renault, Lydia Tamara, and Alicia Zach.

Job-Ready Automotive Technology Students Earn Industrial Certification

This semester 44 automotive technology students passed the NC3 Digital Multimeter certification, a Snap-on industrial certification that demonstrates widely-recognized achievement and technical expertise that is highly sought in the automotive industry.

NC3 industry certifications are integrated into an existing academic course to enhance what is already being taught and provides students with relevant job-ready skills.

Interior Design Students Win Breakout Creator Award at Design Competition Debut

Saddleback College interior design students Victoria Russo, Cydney Mester, Michelle Zoldano, Azin Rad, Micayla Brewer, and Emma Nadalin, earned the Breakout Creator Award at the 2019 International Interior Design Association (IIDA) Southern California Chapter - Orange County Fashion Show on Thursday, April 11. The Breakout Creator Award is given to the best student team.

The teams were tasked with a Project Runway-style challenge, using only grabbed interior design fabrics/samples and one hour to create a unique design. The team's theme was "House of Chanel."

This was the first time the Interior Design Program at Saddleback College participated at the IIDA Orange County Fashion Show. Congratulations again to our students and the Interior Design Program for a memorable debut!

Inaugural Walk and Roll for OASIS Event

The Occupational and Academic Skills for Independence and Success (OASIS) program for adults with disabilities hosted its inaugural Walk and Roll event on Saturday, May 4. Faculty, staff, students, family members, and community members came together to raise awareness and funds for the adult education program. The event will be held again next spring.

Marketing Projects Earn Awards at Recent Conference

At the recent California Community Colleges Public Relations Organization annual conference, three Saddleback College marketing projects earned awards:

2018 Gala Invitation Suite: First Place, Note/Card/Invitation Category;
Customized Workplace Training Ad: Second Place, Print Advertising Category;
Fine Arts Spring Brochure: Third Place, Brochure Division B

Congratulations to Donna Pribyl, Heather Siemon, and Kristen Bush from our graphic design team, and to Erin McHenry, Israel Dominguez, and Janet Miller for their collaboration and creativity in the development of these winning marketing pieces.

Athletics Update

Coaches Earn 200th Win: Congratulations to Saddleback baseball coach Sommer McCartney and women's tennis coach Jay Amos as each earned their 200th career win at Saddleback this month. Coach McCartney, now in his eighth season, earned his 200th victory last week in a 7-1 win at College of the Sequoias. Coach Amos, who is in his 19th year with the women's tennis program, earned his 200th victory with a 7-2 win at Cypress College on the last day of conference competition earlier this month.

Saddleback Hosts OEC Swimming Championships: Saddleback College is hosting the Orange Empire Conference swimming championships in the campus pool from Thursday, April 18 through Saturday, April 20. Over 200 student-athletes representing 12 teams will compete in the three-day event. A special thank you to the athletics department and the maintenance and operations staff for organizing and running such a large competition.

Fine Arts and Media Technology Update

The ribald and darkly comic *Dog Sees God: Confessions of a Teenage Blockhead*, a contemporary update of everyone's favorite cartoon characters as teenagers, was held in the Studio Theatre in late April and early May. To the delight and surprise of the cast and crew, Bert V. Royal, the writer of the show, attended the last performance. He said he loved the show and stayed to take photos with the cast.

Speech and Debate Team Wins Big in Reno: The Saddleback College Speech and Debate Team returned in triumph in April from the Phi Rho Pi National Forensics Tournament in Reno! The following students won individual awards: Sergio Ochoa - Bronze, Poetry; Josh Teincuff - Bronze, Extemporaneous Speaking; Bailey Helmick - Bronze, Dramatic Interpretation; and Kate Cohee - Gold, IPDA Debate and Gold, Impromptu Speaking. Students Sergio Ochoa, Lacey Hickerson, Marissa Guillen, and Mariana Mederious won Gold in Reader's Theatre. Finally, the team won the following Sweepstakes Awards: Silver, Individual Events Sweepstakes; Bronze, Debate Sweepstakes; and Bronze, Overall.

The Saddleback Wind Ensemble held a concert conducted by Saddleback's own Georgios Kouritas on Friday, May 3 at 7:30 pm in FA 103.

American classical pianist Richard Cionco played works by Beethoven, Janá ek, Lecuona, Chopin, and Liszt on Saturday, May 4 at 7:30 pm in the McKinney Theatre.

The Speech and Debate Showcase was held on Monday, May 6 at 5:00 pm in the McKinney Theatre. The team delighted the audience with its ability to extemporize, contemporize, hypothesize, and verbalize topics and issues of our times.

The Jazz Combos Concert was held in the McKinney Theatre on Monday, April 29 at 7:30 pm. The audience was treated to eight different jazz combos. Featuring standard American jazz and originals by our students, this creative enterprise is always a fun way to end the semester.

The Saddleback College Chamber Music Orchestra performed on Friday, May 3 at 9:00 am in FA 103.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'ES' or 'Elliot Stern', written in a cursive, stylized font.

Elliot Stern
President